

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA5	Page 1 Of 22	
2. Contract (Proc. Inst. Ident) No. DAAE20-00-C-0067		3. Effective Date 2000JUL06		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-B ELYSE MEADE (309) 782-5789 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMC DETROIT US ARMY TANK-AUTOMOTIVE COMMAND (TACOM) BLDG 231 ATTN DCMDE GJD WARREN MI 48397-5000			Code S2305A
e-mail address: MEADEE@RIA.ARMY.MIL		SCD C PAS NONE		ADP PT SC1012		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GEN DYNAMICS CUSTOMER SERVICE 38500 MOUND ROAD STERLING HEIGHTS MI 48310-3200			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
TYPE BUSINESS: Large Business Performing in U.S.			9. Discount For Prompt Payment			
			10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶		Item 12	
Code OC9L5	Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041			Code SC1018
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <input type="checkbox"/> 41 U.S.C. 253(c))			14. Accounting And Appropriation Data ACRN: AA 21 0202000006D6D02P1220112571 S11116 W52H09			
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
15G. Total Amount Of Contract ▶					\$2,000,000.00	

16. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	J	List of Attachments		
Part IV - Representations And Instructions							
X	D	Packaging and Marking		K	Representations, Certifications, and Other Statements of Offerors		
X	E	Inspection and Acceptance	11				
X	F	Deliveries or Performance	12				
X	G	Contract Administration Data	13	L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	14	M	Evaluation Factors for Award		

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer ELYSE MEADE MEADEE@RIA.ARMY.MIL (309) 782-5789	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

A-1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN NOV/1995
TACOM-RI

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-C-0067 MOD/AMD

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
0001	<u>Supplies or Services and Prices/Costs</u>										
0001AA	<u>SERVICES LINE ITEM</u>				\$ 610,000.00						
	NOUN: GERMANY - TRAINING SECURITY CLASS: Unclassified PRON: M108C113M1 PRON AMD: 02 ACRN: AA AMS CD: 122011000001220 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" data-bbox="266 730 769 779"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2000</td> </tr> </table> \$ 610,000.00	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2000				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	30-SEP-2000									
0002	<u>Supplies or Services and Prices/Costs</u>										
0002AA	<u>SERVICES LINE ITEM</u>				\$ 750,000.00						
	NOUN: GERMANY - MAINTENANCE SECURITY CLASS: Unclassified PRON: M108C115M1 PRON AMD: 02 ACRN: AA AMS CD: 122011000001220 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" data-bbox="266 1287 769 1335"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2000</td> </tr> </table> \$ 750,000.00	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2000				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	30-SEP-2000									
0003	<u>Supplies or Services and Prices/Costs</u>										
0003AA	<u>SERVICES LINE ITEM</u>				\$ 640,000.00						
	NOUN: GERMANY - SPARE PARTS SECURITY CLASS: Unclassified PRON: M108C114M1 PRON AMD: 02 ACRN: AA AMS CD: 122011000001220 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" data-bbox="266 1843 769 1892"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2000</td> </tr> </table> \$ 640,000.00	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2000				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	30-SEP-2000									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-C-0067 MOD/AMD	Page 6 of 22
Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 General

C.1.1 The contractor shall provide unit-level, direct support and general support-level maintenance, supply services and Contractor Familiarization training (operator and operator-level maintenance) for 10 Fox and 10 Lynx Vehicles, provided to the U.S. Army by the German Government under International Loan Agreement (ILA) Number A-LOAN-GY-2000-0042. The vehicles will be stationed at Fort Lewis, Washington.

C.2. Maintenance

C.2.1 The contractor shall perform all maintenance above Operator and Crew Preventive Maintenance Checks and Services (PMCS), utilizing German Army and manufacturer's shop manuals and technical documents.

C.2.2 Fort Lewis will provide the necessary workspace and access to applicable organic facilities (e.g.; wash rack, weld shop, paint shop, machine shop, Halon recharge, etc.) at no cost to the contractor during contractor maintenance. The contractor will coordinate these activities with the appropriate organic facilities at Fort Lewis.

C.2.3 The contractor shall prepare the assigned maintenance facility in accordance with the needs of the Contractor Logistics Support maintenance/training team mission at Fort Lewis.

C.2.3.1 Fort Lewis will provide consumables and expendable materials, currently available through the U.S. Army supply system, that are needed to perform scheduled services and repairs in accordance with (IAW) German Army technical manuals and procedures.

C.2.3.2 Consumables and expendable materials to be provided by Fort Lewis include, but are not limited to, POL, Halon, cleaning supplies, and standard fasteners.

C.2.3.3 The contractor shall provide those consumables and expendable materials that are required to perform scheduled services and repairs in accordance with (IAW) German Army technical manuals and procedures that are not available through the U.S. Army supply system.

C.2.4 Exclusions to Contractor Provided Maintenance.

C.2.4.1 Associated Support Items of equipment (ASIOE) that are delivered with the Fox and Lynx and are currently supported by the U.S. Army including weapons.

C.2.4.2 Hull repairs will be limited to damage impacting the operational readiness of the vehicle and/or affecting planned mission OPTEMPO, and/or when the contractor determines that continued use of the vehicle will result in increased damage to the vehicle.

C.2.5 On-Site Capability.

C.2.5.1 The contractor shall provide maintenance equipment, special tools, and test equipment required to maintain the vehicle and all subsystems identified in the ILA at a fully mission capable condition in accordance with (IAW) German Army and manufacturer's shop manuals and technical documents.

C.2.5.2 Contractor Logistics Support (CLS) Team.

C.2.5.2.1 The contractor shall establish a CLS team at Fort Lewis, WA, with technical skills capable of maintaining vehicle systems.

C.2.5.2.2 The CLS team shall be capable of performing all maintenance actions identified in the German Army technical manuals, manufacturer's shop manuals and technical documents as required to include providing technical assistance to the U.S. Army when requested.

C.2.5.2.3 The CLS team shall be on-site within (2) hours of receipt of the request for assistance from the U.S. Army for all locations at Fort Lewis.

C.2.5.2.4 The contractor shall provide an operational readiness of not less than 90 percent (90%) of all vehicles throughout the contract period of performance. The 90% readiness rate will be measured by the following formula: Number of units (Vehicles) times 30 days times 90%. This performance measure will be calculated in 30-day intervals during the period of performance. The readiness rate affected by US Army personnel outside normal operations will be excluded from the Contractor operational readiness rate. The contractor will provide all maintenance above operator level.

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

C.2.5.2.5 The Contractor shall be responsible for parts stockage, inventory control, initiating requests for needed material, and replenishment of the spare/repair parts used by the CLS team.

C.2.5.2.6 The Contractor shall review requirements for stockage of spare and repair parts required to perform maintenance and maintain the vehicles operational at Fort Lewis, and adjust accordingly to minimize storage space requirements and maximize operational readiness.

C.3 Fox/Lynx Spare/Repair Parts Authorization, Supply and Support Services.

C.3.1 The contractor shall manage, store, and control all contractor provided spare/repair parts, tools, test equipment, and consumables/expendables.

C.3.1.1 For the purposes of this contract, spare and repair parts shall include those Non-Developmental Item parts, assemblies, and peculiar supplies required to operate and maintain the Fox/Lynx. The contractor shall ensure that proper system configuration is maintained.

C.3.2 Repair of Parts, Assemblies, Tools, and Test Equipment.

C.3.2.1 The contractor shall evaluate and determine if a component is economically repairable. As a general rule, any item whose repair cost exceeds 70% of the cost of a new item is not considered economically repairable.

C.3.2.2 When (due to replacement part delivery) vehicle downtime exceeds 24 hours, the contractor may be authorized to repair parts and assemblies that are estimated to exceed replacement cost. The contractor must request, and include with each request, estimated delivery date, estimated cost, that this remedy will support the (90) percent operational readiness and that repairs will be within the authorized estimate. The contractor shall effect repairs estimated to exceed new part cost after the COTR has provided written authorization. The authorization will be provided by the COTR within 24 hours (excluding U.S. Holidays and weekends) of contractor request.

C.3.3 The contractor shall provide technical support to U.S. Army-directed modifications to the Fox and Lynx vehicles. Any modifications to the Fox and Lynx required for the installation of communications equipment, training devices, and other GFE devices shall only be accomplished by the CLS contractor. Any modifications made to Fox and Lynx vehicles that require welding, drilling, removal or installation of bracketry or other components will be made by the CLS contractor.

C.3.4 The contractor shall provide technical and maintenance support services at Aberdeen Proving Grounds (APG), Maryland, during the U.S. Army conducted Safety assessment and evaluation of the Fox and Lynx vehicles. The contractor shall install any modifications to the Fox and Lynx vehicles that are required by the U.S. Army to obtain a Safety Release for operation of the vehicles.

C.4 Transportation.

C.4.1 The contractor shall be responsible for the transportation of contractor provided supplies to Fort Lewis.

C.4.2 Evacuation.

C.4.2.1 The U.S. Army will provide recovery and evacuation of Fox/Lynx to supporting maintenance facilities under the supervision of the CLS team.

C.4.2.2 The contractor is responsible for evacuation of any program material or system components to a specialized repair facility and/or subcontractor facility.

C.4.2.3 The contractor shall provide all appropriate CLS team vehicles.

C.5 Quarterly Reports.

C.5.1 The contractor shall maintain usage and stockage data and shall provide the management and inventory control of spare and repair parts; to include any consumables/expendables. This report will be provided in English.

C.5.2 The contractor shall electronically deliver a quarterly report (i.e.; relational database) in contractor format to TACOM, AMSTA-LC-CAC-B, Attn: Mrs. Elyse Meade. This report will be provided in English. The contractor shall provide the German Government with an information copy of all quarterly reports.

C.5.3 The quarterly report, which is to be provided in English, shall summarize all contract actions for the reporting period. The report shall include:

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 8 of 22

PIIN/SIIN DAAE20-00-C-0067

MOD/AMD

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

C.5.3.1 Narrative of maintenance actions performed by the CLS team.

C.5.3.2 Cost data regarding purchased parts, component repairs, services, labor usage, and subcontracts.

C.5.3.3 Status of repairable items and long lead purchase.

C.5.3.4 Supply support transactions.

C.5.3.5 The report shall be prepared quarterly and shall be due to the Government on the 20th day of the month following the reporting period.

C.6 Contractor Familiarization Training (CFT)

C.6.1 The Contractor shall provide technically qualified personnel necessary to conduct training courses at the Government Fort Lewis facility for 96 U.S. Army personnel. This training shall be directed at both crew and individual operator level. A total of forty-eight (48) Fox crewmen and forty-eight (48) Lynx crewmen shall be trained. All students assigned to the class must possess a valid U.S. Army vehicle operator's license.

C.6.2 Training courses shall be conducted for the following vehicle positions:

- a. Driver, to include operator maintenance.
- b. Gunner/turret operator/observer, to include crew maintenance.
- c. Crew commander (Navigation).

C.6.2.1 Prerequisites include all the basic skills of an armored vehicle crewman. Training of other U.S. Army-installed equipment will not be the responsibility of the Contractor.

C.6.2.2 The Contractor shall conduct CFT in the operation and maintenance (operator level only) of the Fox/Lynx chassis and turret.

C.6.2.3 The following courses shall be conducted:

Course Title	Course Length	Number of Courses	Students per Course
Fox Crewman	40 Hours per Course	4	12
Lynx Crewman	40 Hours per Course	4	12

C.6.2.4 The course curriculum for Fox and Lynx crewmen shall not include firing of weapons that are or can be mounted on the vehicles. Successful completion of Contractor Familiarization Training (CFT) shall not qualify U.S. Army personnel to fire weapons that are or can be mounted on Fox or Lynx vehicles.

C.6.3 CFT shall commence no later than 10 working days after the vehicles have been delivered to the training facility.

C.6.4 Initial training for 80 personnel must be completed with coordination through the COTR. Trainers must be able to speak and read English fluently.

C.6.5 The Contractor will supply student study materials to each student in English. Safety precautions shall be taught and practiced before a course member is permitted to handle or operate any equipment or tool.

C.6.6 The U.S. Army will supply all facilities, training areas, POL and waste disposal for CFT. Facilities required for training include 4 classrooms for up to 12 students each and appropriate maintenance bays for 8 FOX/Lynx being utilized in the hands-on portion of the training program. Office facilities shall include desks, chairs, telephones, and lockable cabinets to support 6 instructors.

C.6.7 With the exception of ASIOE provided with the Fox and Lynx vehicles, the Contractor will provide the necessary tools, test equipment, and spare/repair parts to conduct the training for operator and crew PMCS.

C.7 Government Furnished Property (GFP)

C.7.1 Accountability for German GFP is transferred to the contractor under the Government Property provisions cited elsewhere in this contract. The contractor shall maintain the official property records in accordance with the GFP provisions. Cited reports are necessary for accurate physical and fiscal accounting for materiel in the possession of defense contractors. The contractor shall prepare an Inventory/Utilization Data Report in contractor format. Repairable components which are removed from the Fox/Lynx during contractor maintenance, but not reassembled and re-installed to the vehicles, shall be properly identified in the Inventory/Utilization Data report.

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE**C.7.2 Disposal of Scrap Material.**

C.7.2.1 For the purposes of this contract, scrap material is defined as those spare/repair parts that are not economically repairable.

C.7.2.2 Material requiring disposal shall be disposed of through the local (Fort Lewis/DCMC) Property Disposal Office.

C.7.2.3 Letters documenting the adjustments to contract property shall be provided through the Contracting Officer's Technical Representative (COTR) and Administrative Contracting Officer (ACO) for action by the Procuring Contracting Officer (PCO).

C.8 Period of Performance.

C.8.1 The period of performance for this scope of work begins on the effective date of contract award and ends June 2002.

C.9 Command and Control.

C.9.1 The contractor shall comply with, and shall ensure that all employees and agents comply with pertinent Department of the Army, Department of Defense and Fort Lewis directives, policies, and procedures, as well as Federal Statutes, judicial interpretations, and international agreements as applicable.

C.9.1.1 The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Fort Lewis Commander or his/her designated representative. If any contractor employee is removed, the contractor shall provide a qualified replacement at no increase to the contract price. Removal of the employee(s) for cause will not constitute an excuse for failure to perform within the specified requirements of this contract.

C.9.2 Standard Identification Cards.

C.9.2.1 The Contracting Officer's Representative (COTR) shall identify to the contractor all identification cards and tags required.

C.9.2.2 The COTR shall inform the contractor where the identification cards and tags are to be issued.

C.9.2.3 The COTR shall coordinate for the issuance of required identification cards and tags for all contractor employees.

C.9.2.4 The contractor shall ensure all individuals have the required identification cards and tags.

C.10 Inspection Records

C.10.1 Inspection records of all inspections performed by the Contractor shall be kept complete and available to the Government for a period of four years following completion of the contract.

C.11 Inspections and Tests

C.11.1 A joint Contractor and U.S. Government inspection of each vehicle shall be performed as follows:

- a. Prior to shipment from the German port of embarkation. .
- b. Upon arrival at destination points (APG, MD, and Ft. Lewis, WA).
- c. Prior to shipment from the U.S. port of embarkation.
- d. Upon arrival at the German Government-directed destination point (Contractor's facility).

C.12 Vehicle and Equipment Inspection.

C.12.1 The contractor shall ensure employees possess the required civilian and Fox/Lynx licenses/certifications.

C.12.2 Prior to operating any Fox/Lynx or leased equipment, the contractor employee shall provide proof of licensure/certification to the appropriate licensing organization at Fort Lewis and/or the Contracting Officer.

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

C.12.3 The U.S. Army, at its discretion, may train, license, and authorize contractor employees to operate military owned or leased equipment.

C.12.4 The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of all military owned, loaned, or leased equipment, to include the Fox/Lynx.

C.13 Mission Training.

C.13.1 The U.S. Army COTR will provide the contractor with training schedules indicating the use of Fox/Lynx vehicles a minimum of 72 hours prior to the commencement of training. The COTR shall identify to the contractor all required mission training and the locations of the training.

C.14 Medical Care.

C.14.1 The Government shall provide to contractor employees, on a cost-reimbursable basis, emergency medical care commensurate with the care provided to Department of Defense civilian and military personnel stationed at Fort Lewis, WA.

C.15 On-Call Duty.

C.15.1 The contractor shall be reasonably available to work on-call during other than normal scheduled training periods to perform high-priority tasks.

C.16 Warranty.

C.16.1 The contractor will pass through, to the U.S. Government, any German warranties (provided by GDLS and/or its subcontractors) with respect to the Fox/Lynx or spare parts supplied to the Government. The contractor will assist U.S. Government preparation of claims for reimbursement for any costs, repair, or refurbishment associated with warranty defects.

*** END OF NARRATIVE C001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-C-0067 MOD/AMD	Page 11 of 22
---------------------------	--	----------------------

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-C-0067 MOD/AMD	Page 12 of 22
---------------------------	--	----------------------

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER - ALTERNATE I	AUG/1989

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 22

PIIN/SIIN DAAE20-00-C-0067

MOD/AMD

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING		OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>ORDER</u>	<u>STATION</u>		<u>AMOUNT</u>
							<u>NUMBER</u>				
0001AA	M108C113M1	AA	1	21	02020000006D6D02P1220112571	S11116	0LLX1A	W52H09	\$		610,000.00
	122011000001220										
0002AA	M108C115M1	AA	1	21	02020000006D6D02P1220112571	S11116	0LLX1A	W52H09	\$		750,000.00
	122011000001220										
0003AA	M108C114M1	AA	1	21	02020000006D6D02P1220112571	S11116	0LLX1A	W52H09	\$		640,000.00
	122011000001220										
									TOTAL	\$	2,000,000.00
<u>SERVICE NAME</u>		<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>ACCOUNTING STATION</u>			<u>OBLIGATED AMOUNT</u>	
Army		AA	21	02020000006D6D02P1220112571	S11116	W52H09		\$	2,000,000.00		
									TOTAL	\$	2,000,000.00

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 15 of 22

PIIN/SIIN DAAE20-00-C-0067

MOD/AMD

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-C-0067

MOD/AMD

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-8	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-9	52.216-7	ALLOWABLE COST AND PAYMENT	MAR/2000
I-10	52.216-8	FIXED FEE	FEB/1997
I-11	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-12	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-13	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-14	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-15	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-16	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-17	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-18	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-19	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-20	52.232-1	PAYMENTS	APR/1984
I-21	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-22	52.232-11	EXTRAS	APR/1984
I-23	52.232-17	INTEREST	JUN/1996
I-24	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-25	52.232-25	PROMPT PAYMENT	JUN/1997
I-26	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-27	52.233-1	DISPUTES	JAN/1999
I-28	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG/1989
I-29	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-30	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-31	52.242-13	BANKRUPTCY	JUL/1995
I-32	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-33	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-34	52.248-1	VALUE ENGINEERING	FEB/2000
I-35	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-36	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-37	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-38	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-39	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-40	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-41	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-42	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 17 of 22

PIIN/SIIN DAAE20-00-C-0067

MOD/AMD

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-43	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-44	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-45	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-46	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-47	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-48	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-49	52.244-2	SUBCONTRACTS - ALTERNATE I	AUG/1998

(a) Definitions. As used in this clause -

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;

or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

-1-

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provision of the contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any to which the Contract did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

-2-

(End of clause)

(IF6074)

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 20 of 22
	PIIN/SIIN DAAE20-00-C-0067	MOD/AMD
Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE		

agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) 'Contracting Officer' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term 'subcontracts' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-51 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-52 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 21 of 22
	PIIN/SIIN DAAE20-00-C-0067	MOD/AMD
Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE		

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-53 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 22 of 22

PIIN/SIIN DAAE20-00-C-0067

MOD/AMD

Name of Offeror or Contractor: GEN DYNAMICS CUSTOMER SERVICE

(IF7212)

I-54 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-55 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)