

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 29
	PIIN/SIIN DAAE20-00-C-0019	MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION A - SUPPLEMENTAL INFORMATION

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

A-1 ADDED	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 ADDED	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
-----------	-------------------------	---------------------------------	----------

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	Page 3 of 29
	PIIN/SIIN DAAE20-00-C-0019 MOD/AMD P00001	

Name of Offeror or Contractor: UNITED DEFENSE LP

A-3 ADDED 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-4 ADDED 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-5 ADDED 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 29**

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. As indicated in attached shipping document (DD 1149) at attachment 1, the quantity of lea for CLINs 0001AB and 0001AF have been accepted by the Government and shipped as indicated.
2. All further and remaining deliverables are to be accepted on DD Form 250 by the cognizant contract administrator from DCMA-Birmingham. Except for the one (1) BRADS Chassis Set Hardware missing from the first shipment to Fort Hood, TX, TPS Hardware (Turret and Chassis Set together) will only be accepted when presented together with modified (uploaded) SPORTs (herein after referred to as "TPS Units"), as specified in this Letter Contract.
3. All remaining deliveries shall be after receipt of the VADS, and software required to support generator tests. Ten (10) TPS Units shall be delivered by 9 Sep 00, including one (1) BRADS Chassis Set Hardware to be shipped to Fort Hood, TX. All subsequent deliveries follow IAW delivery schedule which is summarized at attachment 2 of Section J.
4. CLIN 0001AA is replaced and superceded by CLINs 0001AB, 0001AC, 0001AD, 0001AE, and 0001AF.
5. Material provided as follows:

Item	P/N or S/N	QTY	NLT DATE TO Contractor
SPORT	710451-10	1ea	23 Aug 00 (Golden Set)
		20ea	30 Jun 00
		10ea	15 Aug 00
		5ea	15 Sep 00
		10ea	15 Oct 00
		10ea	15 Nov 00
		10ea	15 Dec 00
Veh Automated Diagnostic Equip System (VADS) 5.5 Rev C - Army (Golden Set)	37	1ea	23 Aug 00

6. The total definitized contract price is \$3,067,000.00.
7. Acceleration of delivery under this contract is acceptable, at no additional cost to the Government, only when approved by the Government.
8. All other terms and conditions of this contract remain unchanged.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-C-0019 MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AA	<u>DELETED</u>				
0001AB	<u>PRODUCTION QUANTITY</u>	60	EA	\$ 44,947.00000	\$ 2,696,820.00
	NSN: 0000-00-000-0000 NOUN: BRADS TURRET SETS HARDWARE FSCM: 19207 PART NR: 12476710 SECURITY CLASS: Unclassified PRON: 720040DS72 PRON AMD: 01 ACRN: AA AMS CD: 311028				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
	001 W8OKTY0012D001 Y00000 M 1				
	<u>PROJ CD BRK BLK PT</u>				
	GBB				
	<u>DEL REL CD QUANTITY DEL DATE</u>				
	001 2 31-AUG-2000				
	002 8 09-SEP-2000				
	003 2 15-SEP-2000				
	004 4 22-SEP-2000				
	005 4 13-OCT-2000				
	006 4 31-OCT-2000				
	007 5 30-NOV-2000				
	008 5 30-DEC-2000				
	009 5 30-JAN-2001				
	010 6 28-FEB-2001				
	011 6 30-MAR-2001				
	012 6 30-APR-2001				
	013 3 30-MAY-2001				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-C-0019 MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: BRADS CHASIS SETS HARDWARE FSCM: 19207 PART NR: 12476710 SECURITY CLASS: Unclassified PRON: 720040DS72 PRON AMD: 01 ACRN: AA AMS CD: 311028</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80KTY0012D001 Y00000 M 1 <u>PROJ_CD BRK_BLK_PT</u> GBB</p> <table border="1"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DEL DATE</u></th> </tr> </thead> <tbody> <tr><td>001</td><td>2</td><td>31-AUG-2000</td></tr> <tr><td>002</td><td>8</td><td>09-SEP-2000</td></tr> <tr><td>003</td><td>2</td><td>15-SEP-2000</td></tr> <tr><td>004</td><td>4</td><td>22-SEP-2000</td></tr> <tr><td>005</td><td>4</td><td>13-OCT-2000</td></tr> <tr><td>006</td><td>4</td><td>31-OCT-2000</td></tr> <tr><td>007</td><td>5</td><td>30-NOV-2000</td></tr> <tr><td>008</td><td>5</td><td>30-DEC-2000</td></tr> <tr><td>009</td><td>5</td><td>30-JAN-2001</td></tr> <tr><td>010</td><td>6</td><td>28-FEB-2001</td></tr> <tr><td>011</td><td>6</td><td>30-MAR-2001</td></tr> <tr><td>012</td><td>6</td><td>30-APR-2001</td></tr> <tr><td>013</td><td>3</td><td>30-MAY-2001</td></tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2	31-AUG-2000	002	8	09-SEP-2000	003	2	15-SEP-2000	004	4	22-SEP-2000	005	4	13-OCT-2000	006	4	31-OCT-2000	007	5	30-NOV-2000	008	5	30-DEC-2000	009	5	30-JAN-2001	010	6	28-FEB-2001	011	6	30-MAR-2001	012	6	30-APR-2001	013	3	30-MAY-2001	60	EA	\$ 3,931.00000	\$ 235,860.00
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																													
001	2	31-AUG-2000																																													
002	8	09-SEP-2000																																													
003	2	15-SEP-2000																																													
004	4	22-SEP-2000																																													
005	4	13-OCT-2000																																													
006	4	31-OCT-2000																																													
007	5	30-NOV-2000																																													
008	5	30-DEC-2000																																													
009	5	30-JAN-2001																																													
010	6	28-FEB-2001																																													
011	6	30-MAR-2001																																													
012	6	30-APR-2001																																													
013	3	30-MAY-2001																																													
0001AD	<p><u>PRODUCTION QUANTITY</u></p>	5	EA	\$ 12,331.00000	\$ 61,655.00																																										

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-C-0019 MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
	NSN: 0000-00-000-0000 NOUN: BRADS TURRET REFURBISHMENT FSCM: 19207 PART NR: 12476710 SECURITY CLASS: Unclassified PRON: 720040DS72 PRON AMD: 01 ACRN: AA AMS CD: 311028 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W80KTY0012D001</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td colspan="5">GBB</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>3</td> <td>30-MAY-2001</td> </tr> <tr> <td>002</td> <td>2</td> <td>30-JUN-2001</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W80KTY0012D001	Y00000	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					GBB					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	3	30-MAY-2001	002	2	30-JUN-2001	5	EA	\$ 1,351.00000	\$ 6,755.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																	
001	W80KTY0012D001	Y00000	M		1																																	
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																				
	GBB																																					
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																				
001	3	30-MAY-2001																																				
002	2	30-JUN-2001																																				
0001AE	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: BRADS CHASSIS REFURBISHMENT FSCM: 19207 PART NR: 12476710 SECURITY CLASS: Unclassified PRON: 720040DS72 PRON AMD: 01 ACRN: AA AMS CD: 311028 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W80KTY0012D001</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td colspan="5">GBB</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>3</td> <td>30-MAY-2001</td> </tr> <tr> <td>002</td> <td>2</td> <td>30-JUN-2001</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W80KTY0012D001	Y00000	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					GBB					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	3	30-MAY-2001	002	2	30-JUN-2001				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																	
001	W80KTY0012D001	Y00000	M		1																																	
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																				
	GBB																																					
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																				
001	3	30-MAY-2001																																				
002	2	30-JUN-2001																																				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-C-0019 MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: BRADS SOFTWARE LOAD - SPORT FSCM: 19207 PART NR: 12476710 SECURITY CLASS: Unclassified PRON: 720040DS72 PRON AMD: 01 ACRN: AA AMS CD: 311028</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80KTY0012D001 Y00000 M 1 <u>PROJ CD BRK BLK PT</u> GBB <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 31-AUG-2000 002 8 09-SEP-2000 003 2 15-SEP-2000 004 4 22-SEP-2000 005 4 13-OCT-2000 006 4 31-OCT-2000 007 5 30-NOV-2000 008 5 30-DEC-2000 009 5 30-JAN-2001 010 6 28-FEB-2001 011 6 30-MAR-2001 012 6 30-APR-2001 013 6 30-MAY-2001 014 2 30-JUN-2001</p>	65	EA	\$ 1,014.00000	\$ 65,910.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-00-C-0019 MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>DATA ITEM</u></p> <p>NOUN: FAT SUMMARY REPORT SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			<p>\$ <u> ** NSP ** </u></p>	<p>\$ <u> ** NSP ** </u></p>

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. TEST PROGRAM SETS.

Sixty-five (65) each of the hardware sets are to be provided.

2. REFURBISHMENT.

Five (5) of the hardware sets to be delivered will be refurbished units that had been purchased by the government under the EMD effort that developed the BRADS. Refurbishment for the purposes of this contract shall consist of bringing the 5 prototype hardware sets to equivalent form, fit, and function as the 60 hardware sets produced new under this contract.

3. GFE SPORT COMPUTERS.

The contractor shall be responsible to load the latest Bradley A3 BRADS software onto 65 GFE SPORTS (P/N Model 710451-10A). Delivery is per the schedule in Section B, and will not be required before 10 working days after the receipt (at PEI in Huntsville) of furnished hardware.

4. FIRST ARTICLE TEST.

(This paragraph supercedes the First Article information contained within the Letter Contract, dated 11 Feb 00.)

Hardware produced under this contract shall be subjected to First Article Test. The FAT shall be performed during the Diagnostics Demo scheduled during April 00 through August 00 timeframe. The FAT shall be considered successfully completed if no faults/failures found during Diagnostics Demo are attributed to hardware produced under this contract. Otherwise, the contractor shall take corrective action to fix and retest the hardware. The contractor shall provide a brief summary of the Diagnostics Demo results (including any corrective action/retesting) by 1 SEP 00. Based on this schedule, all hardware deliveries prior to completion of Diagnostic Demo will be on a conditional basis.

5. TPS Hardware will only be accepted when it is presented together with modified (uploaded) SPORTs, as specified in this Letter Contract.

*** END OF NARRATIVE C 001 ***

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

Page 11 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION D - PACKAGING AND MARKING

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

D-1 CHANGED	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
-------------	-------------------------	-------------------------------------	----------

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: see paragraph 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-C-0019 MOD/AMD P00001	Page 12 of 29
---------------------------	--	----------------------

Name of Offeror or Contractor: UNITED DEFENSE LP

marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 29****PIIN/SIIN** DAAE20-00-C-0019**MOD/AMD** P00001**Name of Offeror or Contractor:** UNITED DEFENSE LP

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 ADDED	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2 ADDED	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 14 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 ADDED	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 15 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AA	720040DS72 311028	AA	2 0ZGBA3	\$	1,975,000.00	\$	-1,975,000.00	\$	0.00
0001AB	720040DS72 311028	AA	2 0ZGBA3	\$	0.00	\$	2,696,820.00	\$	2,696,820.00
0001AC	720040DS72 311028	AA	2 0ZGBA3	\$	0.00	\$	235,860.00	\$	235,860.00
0001AD	720040DS72 311028	AA	2 0ZGBA3	\$	0.00	\$	61,655.00	\$	61,655.00
0001AE	720040DS72 311028	AA	2 0ZGBA3	\$	0.00	\$	6,755.00	\$	6,755.00
0001AF	720040DS72 311028	AA	2 0ZGBA3	\$	0.00	\$	65,910.00	\$	65,910.00
					NET CHANGE	\$	1,092,000.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION			ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21	02033000005R5R03P31102831E9	S20113	W56HZV	\$ 1,092,000.00
						NET CHANGE \$ 1,092,000.00

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	1,975,000.00	\$	1,092,000.00	\$	3,067,000.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 16 of 29
	PIIN/SIIN DAAE20-00-C-0019	MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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.

(HA7001)

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 CHANGED	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed five percent (5%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-2 CHANGED	52.242-4500 TACOM-RI	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	MAR/1988
-------------	-------------------------	--	----------

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item identified by noun description not by line item number). The remarks section will provide process oriented information where relevant to the delay.

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)	See Award Document.	1

(End of clause)

(HS6500)

H-3 ADDED	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
-----------	-------------------------	----------------------------	----------

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 17 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

(End of clause)

(HS7506)

H-4 ADDED 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION
TACOM-RI

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

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**

Page 18 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

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>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.203-3	GRATUITIES	APR/1984
I-2 ADDED	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3 ADDED	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4 ADDED	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5 ADDED	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6 ADDED	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-7 ADDED	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-8 ADDED	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-9 ADDED	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-10 ADDED	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-11 ADDED	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-12 ADDED	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-13 ADDED	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-14 ADDED	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-15 ADDED	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-16 ADDED	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-17 ADDED	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-18 ADDED	52.232-1	PAYMENTS	APR/1984
I-19 ADDED	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-20 ADDED	52.232-11	EXTRAS	APR/1984
I-21 ADDED	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-22 ADDED	52.232-17	INTEREST	JUN/1996
I-23 ADDED	52.232-25	PROMPT PAYMENT	JUN/1997
I-24 ADDED	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-25 ADDED	52.233-1	DISPUTES	JAN/1999
I-26 ADDED	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-27 ADDED	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-28 ADDED	52.242-13	BANKRUPTCY	JUL/1995
I-29 ADDED	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-30 ADDED	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-31 ADDED	52.248-1	VALUE ENGINEERING	FEB/2000
I-32 ADDED	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-33 ADDED	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-34 ADDED	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-35 ADDED	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-36 ADDED	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-37 ADDED	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-38 ADDED	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-39 ADDED	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-40 ADDED	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991

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

Page 19 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

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

I-41 CHANGED	52.232-16	PROGRESS PAYMENTS - ALTERNATES II & III	MAR/2000
--------------	-----------	---	----------

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

Name of Offeror or Contractor: UNITED DEFENSE LP

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper

Name of Offeror or Contractor: UNITED DEFENSE LP

administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met: (1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

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

Page 22 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Unfinalized Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under unfinalized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is finalized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for unfinalized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the unfinalized contract action as long as the contract action remains unfinalized. The amount of unliquidated progress payments for unfinalized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the unfinalized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(1) Progress payments made under this letter contract shall, unless previously liquidated under paragraph (b) of this clause, be liquidated under the following procedures:

(1) If this letter contract is superseded by a definitive contract, unliquidated progress payments made under this letter contract shall be liquidated by deducting the amount from the first progress or other payments made under the definitive contract.

(2) If this letter contract is not superseded by a definitive contract calling for the furnishing of all or part of the articles or services covered under the letter contract, unliquidated progress payments made under the letter contract shall be liquidated by deduction from the amount payable under the Termination clause.

(3) If this letter contract is partly terminated and partly superseded by a contract, the Government shall allocate the unliquidated progress payments to the terminated and unliquidated portions as the Government deems equitable, and shall liquidate each portion under the relevant procedure in subparagraphs (1)(1) and (1)(2) of this clause.

(4) If the method of liquidating progress payments provided in this clause does not result in full liquidation, the Contractor shall immediately pay the unliquidated balance to the Government on demand.

(m) The amount of unliquidated progress payments shall not exceed 80%.

(n) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

(End of Clause)

(IF6104)

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

Page 23 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

I-42 ADDED 52.202-1

DEFINITIONS

OCT/1995

(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;

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 24 of 29**

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

(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 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-43 ADDED 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-44 ADDED 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.

Name of Offeror or Contractor: UNITED DEFENSE LP

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

(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-45 ADDED 52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

AUG/1995

(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.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 26 of 29**

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

(End of Clause)

(IF7212)

I-46 ADDED 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-47 ADDED 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)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 27 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DD 1149 (SHIPPING DOCUMENT)	28-APR-00	001	
Attachment 002	SUMMARIZED DELIVERY SCHEDULE		001	

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 28 of 29

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 ADDED	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 29 of 29**

PIIN/SIIN DAAE20-00-C-0019

MOD/AMD P00001

Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 ADDED	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-2 CHANGED	52.233-2	SERVICE OF PROTEST	OCT/1995

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (Ms. Suzanne C. Yackley) by obtaining written and dated acknowledgment of receipt from Contracting Officer, TACOM-RI, Attn: AMSTA-LC-CAC-C. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LP6254)