

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. Contract/Purch Order/Agreement No.</b> DAAE20-00-G-0001	<b>2. Delivery Order/Call No.</b> 0002	<b>3. Date Of Order/Call (YYYYMMDD)</b> 2001APR03	<b>4. Requisition/Purch Request No.</b> SEE SCHEDULE	<b>5. Priority</b> DOA5
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<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-A PAM CANTERBURY (309)782-4275 ROCK ISLAND IL 61299-7630  EMAIL: CANTERBURYP@RIA.ARMY.MIL	<b>Code</b>	W52H09	<b>7. Administered By (If other than 6)</b> DCMC DETROIT US ARMY TANK-AUTOMOTIVE COMMAND (TACOM) BLDG 231 ATTN DCMDE GJD WARREN MI 48397-5000	<b>Code</b>	S2305A	<b>8. Delivery FOB</b> <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other  (See Schedule if other)
			<b>SCD C</b>	<b>PAS NONE</b>	<b>ADP PT SC1012</b>	

<b>9. Contractor</b>  Name and Address  OASIS ADVANCED ENGINEERING INC 3200 CROSS CREEK PARKWAY AUBURN MI 48326-0000  TYPE BUSINESS: Other Small Business Performing in U.S.	<b>Code</b>	OYFC2	<b>Facility</b>		<b>10. Deliver To FOB Point By (Date) (YYYYMMDD)</b>  SEE SCHEDULE	<b>11. X If Business Is</b> <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
				<b>12. Discount Terms</b>		
				<b>13. Mail Invoices To the Address in Block</b> See Block 15		

<b>14. Ship To</b> SEE SCHEDULE	<b>Code</b>		<b>15. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041	<b>Code</b>	SC1018	<b>Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2</b>
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<b>16. Type of Order</b>	<b>Delivery/Call</b>	<input checked="" type="checkbox"/>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	<b>Purchase</b>		Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein.
Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.			

Name Of Contractor	Signature	Typed Name And Title	Date Signed (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price	20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
	Cost-Plus-Fixed-Fee KIND OF CONTRACT: Supply Contracts and Priced Orders Service Contracts				

<i>* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>	24. United States Of America  By: DAVE ELLIOTT /SIGNED/ ELLIOTTD@RIA.ARMY.MIL (309)782-3814	25. Total	\$409,273.53
		29. Differences	

<b>26. Quantity In Column 20 Has Been</b>  <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted  Date _____ Signature Of Authorized Govt Representative _____	<b>27. Ship. No.</b>	<b>28. D.O. Voucher No.</b>	<b>30. Initials</b>		
<b>36. I certify this account is correct and proper for payment</b>  Date _____ Signature And Title Of Certifying Officer _____	<input type="checkbox"/> Partial	<b>32. Paid By</b>	<b>33. Amount Verified Correct For</b>		
	<input type="checkbox"/> Final		<b>34. Check Number</b>		
	<b>31. Payment</b>		<b>35. Bill Of Lading No.</b>		
	<input type="checkbox"/> Complete				
	<input type="checkbox"/> Partial				
	<input type="checkbox"/> Final				

37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.
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**Name of Offeror or Contractor:** OASIS ADVANCED ENGINEERING INC

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	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-AR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3223  
 Electronic Mail Address: AMSTA-CM-AR@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)

1. The purpose of this Delivery Order is to add Engineering support required for execution of the system acquisition mission related to the integration of the Wolverine Vehicle System Software into the existing M1A2 Abrams Common Software Library (ACSL). (see attached scope of work)

2. Contract Clins are as follows:

0001AA	ACSL Wolverine	\$165,633.92
0002AA	Handle	\$ 63,417.44
0003AA	D2T2	\$180,222.17

Total Contract Value: \$409,273.53

3. The original provisions for the basic ordering agreement DAAE20-00-G-0001 are hereby incorporated by reference:

Attachment 001

All clauses under Firm Fixed Price Contracts

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-G-0001/0002 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 11
<b>Name of Offeror or Contractor:</b> OASIS ADVANCED ENGINEERING INC		

4. The parties hereby mutually agree to perform to the scope of work attached.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-00-G-0001/0002 MOD/AMD

Name of Offeror or Contractor: OASIS ADVANCED ENGINEERING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY</u>	1	EA	\$ ** N/A **	\$ 165,633.92
	NSN: 0000-00-000-0000 NOUN: ABRAMS COMMON SFTWRE LIBRARY SECURITY CLASS: Unclassified PRON: A116J017HV PRON AMD: 02 ACRN: AA AMS CD: 311030EBPJ C  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV1086G150A Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 15-AUG-2001  FOB POINT: Destination  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>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-G-0001/0002				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>PRODUCTION QUANTITY</u>	4	EA	\$ ** N/A **	\$ 63,417.44
	NSN: 0000-00-000-0000 NOUN: WOLVERINE HANDLE SECURITY CLASS: Unclassified PRON: A116J018HV PRON AMD: 02 ACRN: AA AMS CD: 311030EBPJ C  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV1086G150B Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 15-AUG-2001				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-00-G-0001/0002 MOD/AMD

Name of Offeror or Contractor: OASIS ADVANCED ENGINEERING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	FOB POINT: Destination  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>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-G-0001/0002																						
0003	<u>Supplies or Services and Prices/Costs</u>																						
0003AA	<u>PRODUCTION QUANTITY</u>  NSN: 0000-00-000-0000 NOUN: DIGITAL DISPLAY TABLE-TOP TRN SECURITY CLASS: Unclassified PRON: A116J019HV PRON AMD: 02 ACRN: AA AMS CD: 311030EBPJC  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="266 1104 846 1150"> <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>W56HZV1086G150C</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> </table> <table border="0" data-bbox="266 1157 769 1203"> <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>4</td> <td>15-AUG-2001</td> </tr> </table> FOB POINT: Destination  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>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-G-0001/0002	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV1086G150C	Y00000	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	15-AUG-2001	4	EA	\$ ** N/A **	\$ 180,222.17
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W56HZV1086G150C	Y00000	M		3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	4	15-AUG-2001																					

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 11****PIIN/SIIN** DAAE20-00-G-0001/0002**MOD/AMD****Name of Offeror or Contractor:** OASIS ADVANCED ENGINEERING INC

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 7 of 11**

**PIIN/SIIN** DAAE20-00-G-0001/0002

**MOD/AMD**

**Name of Offeror or Contractor:** OASIS ADVANCED ENGINEERING INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 8 of 11**

**PIIN/SIIN** DAAE20-00-G-0001/0002

**MOD/AMD**

**Name of Offeror or Contractor:** OASIS ADVANCED ENGINEERING INC

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-00-G-0001/0002 **MOD/AMD**

**Name of Offeror or Contractor:** OASIS ADVANCED ENGINEERING INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ ITEM	AMS CD	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	A116J017HV 311030EBPJC		AA	2	21 12033000016D6D13P31103031E9 S20113	1ZCTD1	W56HZV \$	165,633.92
0002AA	A116J018HV 311030EBPJC		AA	2	21 12033000016D6D13P31103031E9 S20113	1ZCTD1	W56HZV \$	63,417.44
0003AA	A116J019HV 311030EBPJC		AA	2	21 12033000016D6D13P31103031E9 S20113	1ZCTD1	W56HZV \$	180,222.17
							TOTAL	\$ 409,273.53

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 12033000016D6D13P31103031E9 S20113	W56HZV	\$ 409,273.53
			TOTAL	\$ 409,273.53

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

Page 10 of 11

PIIN/SIIN DAAE20-00-G-0001/0002

MOD/AMD

**Name of Offeror or Contractor:** OASIS ADVANCED ENGINEERING INC

## SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.233-4501 TACOM-RI	ALTERNATIVE DISPUTES REVIEW PROCESS	MAY/1994

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

**Name of Offeror or Contractor:** OASIS ADVANCED ENGINEERING INC

(1) The Government will compensate directly the wages and travel expense for its selected member.

(2) The SC shall compensate directly the wages and travel expense for its member.

(3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.

(4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

(1) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)