

2. Amendment/Modification No. P00001	3. Effective Date 2002JAN15	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B PEGGY J. FRAZLER (309)782-4179 ROCK ISLAND IL 61299-7630  EMAIL: FRAZIERP@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399	Code	S4402A
			SCD C    PAS NONE    ADP PT HQ0339		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  EFW INCORPORATED 4700 MARINE CREEK PARKWAY FORT WORTH TX 76136-6969  TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE20-01-C-0057
	<input type="checkbox"/>	10B. Dated (See Item 13) 2001JUN11
Code 0WEC9    Facility Code		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)  
ACRN: AA NET INCREASE: \$17,798.00 FMS REQUIREMENT

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 103	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) ADELAIDE J TKATCH TKATCHA@RIA.ARMY.MIL (309)782-5313		
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 8****PIIN/SIIN** DAAE20-01-C-0057**MOD/AMD** P00001**Name of Offeror or Contractor:** EFW INCORPORATED

## SECTION A - SUPPLEMENTAL INFORMATION

THE PURPOSE OF THIS MODIFICATION (P00001) IS TO:

1. CHANGE THE BASIC SINGAPORE REQUIREMENT OF 2 MEDIUM HELMETS (CLIN 0001AB) TO 2 EXTRA LARGE HELMETS.
2. AS A RESULT OF THE CHANGE ABOVE, CLIN 0001AB (2 MEDIUM HELMETS) IS REDUCED BY \$18,862.00 TO ZERO (0) AND A NEW CLIN (0001AC) FOR 2 EXTRA LARGE HELMETS IS HEREBY ESTABLISHED. (SEE ATTACHED SCHEDULE B)
3. AS AGREED, THE DEFINITIZED UNIT PRICE FOR THE 2 EXTRA LARGE HELMETS ON CLIN 0001AC IS \$18,330.00, FOR A TOTAL CLIN PRICE OF \$36,660.00.
4. DUE TO THE ACTIONS ABOVE THE TOTAL CONTRACT CEILING PRICE OF \$226,344.00 IS DECREASED BY \$18,862.00 (CLIN 0001AB) AND INCREASED BY \$36,660.00 (CLIN 0001AC) FOR A NET INCREASE OF \$17,798.00, FOR A NEW CONTRACT CEILING PRICE OF \$244,142.00.
5. IT IS UNDERSTOOD THAT A SUBSEQUENT MODIFICATION IS IN PROCESS TO DEFINITIZE THE PRICE OF THE BASIC QUANTITY OF 22 LARGE HELMETS, AND AN ADDITIONAL QUANTITY OF 60 HELMETS OF VARIOUS SIZES, UNDER THE OPTION PROVISION ON THE BASIC CONTRACT.
6. ALL GOVERNMENT PROPERTY PREVIOUSLY ACCOUNTABLE TO DAAE20-00-P-0238 (SEE ATTACHMENT 003), IS HEREBY TRANSFERRED ON A RENT-FREE USE BASIS, TO THIS CONTRACT.
7. THE FOLLOWING CLAUSES ARE HEREBY INCORPORATED: FAR 52.245-19, "GOVERNMENT PROPERTY FURNISHED "AS IS"; FAR 52-245-2, GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (91-DEV-44)(AL 93-10).
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 DAAE20-01-C-0057 MOD/AMD P00001

Name of Offeror or Contractor: EFW INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
0001AB	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 1270-01-295-6255                      NOUN: MEDIUM IHADSS HELMET                      FSCM: 94580                      PART NR: LGL122AB05                      SECURITY CLASS: Unclassified                      PRON: J51A2C06M1 PRON AMD: 03 ACRN: AA                      AMS CD: VAQ014                      FMS CASE IDENTIFIER: SN-B-VAQ</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      COMMERCIAL PACKAGING                      UNIT PACK: 01 INTERMEDIATE PACK: DELETED                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><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>BSNV2502499002</td> <td>DXXVAQ</td> <td>L</td> <td>DSNV00</td> <td>3</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></td> <td>DSNV00</td> <td></td> <td></td> <td></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>0</td> <td>31-MAY-2002</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (DSNV00) CO D 3 149TH AVIATION REGIMENT                      TEXAS ARMY NATIONAL GUARD                      1005 LAKECREST DRIVE                      GRAND PRAIRIE TX 75051-3496</p> <p>MARK FOR: CO D 3 149TH AVIATION REGIMENT                      TEXAS ARMY NATIONAL GUARD                      1005 LAKECREST DRIVE                      GRAND PRAIRIE TX 75051-3496</p> <p>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>002</td> <td>BSNV2510229004</td> <td>DXXVAQ</td> <td>L</td> <td>DSNV00</td> <td>3</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></td> <td>DSNV00</td> <td></td> <td></td> <td></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>0</td> <td>31-MAY-2002</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (DSNV00) CO D 3 149TH AVIATION REGIMENT                      TEXAS ARMY NATIONAL GUARD</p> </p></p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BSNV2502499002	DXXVAQ	L	DSNV00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>						DSNV00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	0	31-MAY-2002	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	BSNV2510229004	DXXVAQ	L	DSNV00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>						DSNV00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	0	31-MAY-2002		EA	\$ UNDEFINITIZED	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																												
001	BSNV2502499002	DXXVAQ	L	DSNV00	3																																																												
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																																															
		DSNV00																																																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																															
001	0	31-MAY-2002																																																															
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																																												
002	BSNV2510229004	DXXVAQ	L	DSNV00	3																																																												
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																																															
		DSNV00																																																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																																															
001	0	31-MAY-2002																																																															

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-01-C-0057 MOD/AMD P00001

Name of Offeror or Contractor: EFW INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001AC	<p>1005 LAKECREST DRIVE                      GRAND PRAIRIE TX 75051-3496</p> <p>MARK FOR: CO D 3 149TH AVIATION REGIMENT                      TEXAS ARMY NATIONAL GUARD                      1005 LAKECREST DRIVE                      GRAND PRAIRIE TX 75051-3496</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 1270-01-263-2545                      NOUN: IHADSS HELMET, XLG                      FSCM: 94580                      PART NR: LGL205AB01                      SECURITY CLASS: Unclassified                      PRON: J52A2C01M1 PRON AMD: 02 ACRN: AA                      AMS CD: VAQ014                      FMS CASE IDENTIFIER: SN-B-VAQ</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      COMMERCIAL PACKAGING                      UNIT PACK: 01 INTERMEDIATE PACK: 01                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><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>BSNV2511939005</td> <td>DXWVAQ</td> <td>L</td> <td>DSNV00</td> <td>1</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>2</td> <td>31-MAY-2002</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: CO D 3 149TH AVIATION REGIMENT                      TEXAS ARMY NATIONAL GUARD                      1005 LAKECREST DRIVE                      GRAND PRAIRIE TX 75051-3496</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BSNV2511939005	DXWVAQ	L	DSNV00	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2	31-MAY-2002	2	EA	\$ 18,330.00000	\$ 36,660.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	BSNV2511939005	DXWVAQ	L	DSNV00	1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	2	31-MAY-2002																					

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 5 of 8**

**PIIN/SIIN** DAABE20-01-C-0057

**MOD/AMD** P00001

**Name of Offeror or Contractor:** EFW INCORPORATED

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	J51A2C06M1 VAQ014	AA	2 19GC06	\$ 18,862.00	\$ -18,862.00	\$ 0.00
0001AC	J52A2C01M1 VAQ014	AA	2 29GC01	\$ 0.00	\$ 36,660.00	\$ 36,660.00
				NET CHANGE	\$ 17,798.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	9711 X8242SN01X6V6V01VAQ 01431E1SNS11116	W52H09	\$ 17,798.00
			NET CHANGE	\$ 17,798.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 226,344.00	\$ 17,798.00	\$ 244,142.00

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

Page 6 of 8

PIIN/SIIN DAAE20-01-C-0057

MOD/AMD P00001

**Name of Offeror or Contractor:** EFW INCORPORATED

## SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.245-19	GOVERNMENT PROPERTY FURNISHED ["AS IS"]	APR/1984

I-2 CHANGED	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (91-DEV-44) (AL 93-10)	DEC/1989
-------------	----------	--	----------

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

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

Page 7 of 8

PIIN/SIIN DAAE20-01-C-0057

MOD/AMD P00001

**Name of Offeror or Contractor:** EFW INCORPORATED

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 8 of 8**

**PIIN/SIIN** DAAE20-01-C-0057

**MOD/AMD** P00001

**Name of Offeror or Contractor:** EFW INCORPORATED

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 003	GOVERNMENT PROPERTY		001	