

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 20	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-01-C-0082		3. Award/Effective Date 2001SEP24		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name MARY ROBBINS		B. Telephone Number (No Collect Calls) (309)782-3818		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: ROBBINSM@RIA.ARMY.MIL				<input checked="" type="checkbox"/> Unrestricted		<input type="checkbox"/> See Schedule	
				<input type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)		13b. Rating DOA5	
				SIC:		14. Method Of Solicitation	
				Size Standard:		<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001		Code W25G1U		16. Administered By DCM ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789		Code S1103A	
Telephone No.							
17. Contractor/Offeror F N MANUFACTURING INC 797 CLEMSON ROAD COLUMBIA SC 29229		Code 3S679 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264		Code HQ0338	
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price
		SEE SCHEDULE					
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09					26. Total Award Amount (For Govt. Use Only) \$306,094.68		
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.					<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda					<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309)782-6736		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	35. Amount Verified Correct For
32b. Signature Of Authorized Government Representative		32c. Date		<input type="checkbox"/> Partial <input type="checkbox"/> Final			
				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
				38. S/R Account Number		39. S/R Voucher Number	40. Paid By
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-C-0082 MOD/AMD	Page 2 of 20
Name of Offeror or Contractor: F N MANUFACTURING INC		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(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)

2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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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-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: amsta-aq-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)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 20
	PIIN/SIIN	DAAE20-01-C-0082	MOD/AMD
Name of Offeror or Contractor: F N MANUFACTURING INC			

3 52.227-4577 NOTICE OF M16 SERIES RIFLE REQUIREMENTS MAR/1995
TACOM-RI

(a) This solicitation and any resulting contract include documents in the Technical Data Package (TDP) which are proprietary. As such, the TDP is subject to the 'Disposition of Drawings and Specifications' clause contained in Section H of this document.

(b) This procurement action is governed by a license agreement between Colt Industries and the United States Government. As such, this solicitation and any resulting contract are subject to the 'M16 License Agreement Requirement' clause contained in Section H of this document.

(End of clause)

(AS7501)

4 52.245-4576 NOTICE OF DEMILITARIZATION REQUIREMENT MAR/1995
TACOM-RI

This solicitation and any resulting contract are subject to the 'Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)' clause contained in Section H of this document.

(End of clause)

(AS7500)

5 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 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)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0082 MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>																												
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NSN: 1005-01-248-5858 NOUN: RECEIVER,CARTRIDGE FSCM: 19200 PART NR: 12576280 SECURITY CLASS: Unclassified PRON: M1192319M1 PRON AMD: 04 ACRN: AA AMS CD: 070011HFAG4 <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>W52H0910370465</td> <td>W25G1U</td> <td>J</td> <td></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>1,500</td> <td>10-MAY-2002</td> </tr> <tr> <td>002</td> <td>1,500</td> <td>10-JUN-2002</td> </tr> <tr> <td>003</td> <td>753</td> <td>10-JUL-2002</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0910370465	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1,500	10-MAY-2002	002	1,500	10-JUN-2002	003	753	10-JUL-2002	3753	EA	\$ 81.56000	\$ 306,094.68
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	W52H0910370465	W25G1U	J		1																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																											
001	1,500	10-MAY-2002																											
002	1,500	10-JUN-2002																											
003	753	10-JUL-2002																											

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 20****PIIN/SIIN** DAAE20-01-C-0082**MOD/AMD****Name of Offeror or Contractor:** F N MANUFACTURING 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:

N/A

(BA6701)

Name of Offeror or Contractor: F N MANUFACTURING INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - 12576280 with revisions in effect as of 09 SEP 98 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 12576280	INITIAL RELEASE	REV A (HARD COPY) 1 SHEET
12576280	MIL-STD-1190	ASTM D3951

"THE FOLLOWING GOVERNMENT ACCEPTANCE INSPECTION EQUIPMENT (AIE) DESIGNS DRAWINGS, CITED ELSEWHERE IN THE TECHNICAL DATA, ARE APPROPRIATE FOR USE DURING PERFORMANCE OF THIS CONTRACT TO INSPECT THE APPLICABLE CHARACTERISTICS

- O ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS
- O OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OR EQUIPMENT LISTS(S).

(LIST OR TYPE -NONE-)

ALL OTHER GOVERNMENT AIE DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE ARE NO LONGER BEING MAINTAINED BY THE GOVERNMENT, MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION AND ARE, THEREFORE, INCLUDED FOR INFORMATION PURPOSES ONLY. EXCEPT FOR THE AIE DESIGNS LISTED ABOVE, THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SUBMISSION TO THE GOVERNMENT FOR REVIEW OF ALL OTHER AIE IN SECTION E OF THIS CONTRACT."

(CS6100)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 20****PIIN/SIIN** DAAE20-01-C-0082**MOD/AMD****Name of Offeror or Contractor:** F N MANUFACTURING INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 20****PIIN/SIIN** DAAE20-01-C-0082**MOD/AMD****Name of Offeror or Contractor:** F N MANUFACTURING INC

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	JAN/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 20

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG	JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	M1192319M1	AA 2 97	X4930AC6G 6D	26FB S11116	W52H09 \$ 306,094.68
070011HFAG4					
TOTAL					\$ 306,094.68

SERVICE	ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	W52H09	\$ 306,094.68
TOTAL		\$ 306,094.68

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

Name of Offeror or Contractor: F N MANUFACTURING INC

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are robbinsm@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are AMSTA-LC-CSC-C, ATTN: MARY ROBBINS and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

4	52.227-4576 TACOM-RI	M16 LICENSE AGREEMENT REQUIREMENT	MAR/1995
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A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a bid/proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

(End of contract)

(HS7502)

5	52.245-4575 TACOM-RI	DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY I - MUNITIONS LIST ITEMS)	FEB/1995
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(a) Definitions. (i) 'Excess property,' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) 'Significant Military Equipment (SME),' means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) 'Munitions List Items (MLI),' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export

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

Page 12 of 20

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

(i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;

(ii) Shotguns and all components and parts;

(iii) Shoulder fired grenade launchers and all components and parts;

(iv) Man portable rocket launchers and all components and parts;

(v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;

(vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;

(vii) Rifle grenade launchers and all components and parts;

(viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)

(ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;

(x) Technical data related to the manufacture or production of any defense article enumerated above.

Name of Offeror or Contractor: F N MANUFACTURING INC

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

(i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

(i) Silencers, suppressors and mufflers (total destruction).

(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 14 of 20****PIIN/SIIN** DAAE20-01-C-0082**MOD/AMD****Name of Offeror or Contractor:** F N MANUFACTURING INC

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

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

Page 15 of 20

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/2001
2	52.225-8	DUTY-FREE ENTRY	FEB/2000
3	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
4	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
5	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
6	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
7	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii.) Alternate I to 52.219-5.
 - (iii.) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I of 52.219-23
- (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- (10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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

Page 16 of 20

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

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

Page 17 of 20

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

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

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

8	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	DEC/2000
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

X 252.225-7012 Preference for Certain Domestic Commodities.

X 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

____ 252.225-7016 Restriction on Acquisition of Ball and roller Bearings
(____ Alternate I) (Section 8064 of Pub. L. 106-259).

____ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

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

Page 18 of 20

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program
(Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

252.247-7023 Transportation of Supplies by Sea (Alternate I)
(Alternate II)(10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		002	
Attachment 001	CD ROM	09-SEP-1998	001	
Attachment 002	SF LLL	01-OCT-1988	003	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	IOC FORM 715-3	01-FEB-1996	001	
Attachment 005	FNMI EMAIL - PROPOSAL EXTENSION	17-JUL-2001	001	
Attachment 006	DATA ITEM DESCRIPTIONS		018	
Attachment 007	SPECIAL PACKAGING INSTRUCTION		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

Regulatory Cite	Title	Date
1 52.2100-4500	ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS	JAN/1994

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal
 Directorate of Logistics
 ATTN: SMCRI-DLD-T (W52R1Q)
 Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

(a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.

(b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.

(c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.

(d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 20 of 20**

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the 'shipment clearance', from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

(a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.

(b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.

(d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.

(e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.

(g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.

(h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.

(i) Bill of Lading will reflect:

1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.

2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCA10) Item Number 106610.

(End of Clause)

(JS7005)

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Exhibit A

PAGE 1

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Attachment 001

PAGE 1

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Attachment 002

PAGE 1

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Attachment 003

PAGE 1

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Attachment 004

PAGE 1

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Attachment 005

PAGE 1

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Attachment 006

PAGE 1

PIIN/SIIN DAAE20-01-C-0082

MOD/AMD

ATT/EXH ID Attachment 007

PAGE 1