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| AWARD/CONTRACT | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA5 | Page 1 Of 29 |
|-----------------------|---|-------------|--------------|

| | | |
|---|--------------------------------|---|
| 2. Contract (Proc. Inst. Ident) No. DAAE20-01-D-0015 | 3. Effective Date 2000DEC27 | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE |
|---|--------------------------------|---|

| | | | |
|--|----------------|--|----------------|
| 5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B ANN HAMERLINCK (309)782-3946 ROCK ISLAND IL 61299-7630 e-mail address: HAMERLINCKA@RIA.ARMY.MIL | Code W52H09 | 6. Administered By (If Other Than Item 5) DCMC SPRINGFIELD BLDG 1 ARDEC PICATINNY NJ 07806-5000 SCD A PAS NONE ADP PT SC1012 | Code S3101A |
|--|----------------|--|----------------|

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|---|---|
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) APPLIED RESOURCES CORP 1275 BLOOMFIELD AVE FAIRFIELD NJ 07004-2708 TYPE BUSINESS: Other Small Business Performing in U.S. Code 55987 Facility Code | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE 9. Discount For Prompt Payment 10. Submit Invoices (4 Copies Unless Otherwise Specified) Item 12 To The Address Shown In: |
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| | |
|--|--|
| 11. Ship To/Mark For SEE SCHEDULE Code | 12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO-JNC/MINUTEMAN PO BOX 182266 COLUMBUS OH 43218-2362 Code SC1032 |
|--|--|

| | |
|---|---------------------------------------|
| 13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | 14. Accounting And Appropriation Data |
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|-------------------------------------|--|---------------|---------------------------------------|-----------------|-------------|
| 15A. Item No. SEE SCHEDULE | 15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount |
| Contract Expiration Date: 2003DEC31 | | | 15G. Total Amount Of Contract \$0.00 | | |

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| | |
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| 17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DAAE2099R0201</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
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| 19A. Name And Title Of Signer (Type Or Print) | 20A. Name Of Contracting Officer KATHLEEN L LANNAN LANNANK@RIA.ARMY.MIL (309)782-6444 |
| 19B. Name of Contractor By _____ (Signature of person authorized to sign) | 19c. Date Signed |
| 20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | 20C. Date Signed |

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SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

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

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

(AA7020)

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

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

b. If you think that this solicitation:

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

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

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

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

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

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

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

(End of clause)

(AS7006)

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A-3 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

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

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

(End of clause)

(AS7012)

YOU ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE ON PRICE ALONE, BUT ON PERFORMANCE RISK, OF WHICH TECHNICAL, PAST PERFORMANCE, QUALITY AND SMALL BUSINESS UTILIZATION ARE FACTORS, AND PRICE. OFFERORS ARE ADVISED TO CAREFULLY EXAMINE THE EVALUATION FACTORS STATED IN SECTIONS L AND M OF THIS SOLICITATION.

*** END OF NARRATIVE A 002 ***

OFFERORS ARE INSTRUCTED TO IGNORE THE PRICING LINES IN THE DELIVERY SCHEDULE, SECTION B. ENTER PRICING DATA ON THE PRICE EVALUATION SPREADSHEET, ATTACHED. QUANTITIES STATED IN SECTION B APPLY TO THE GUARANTEED INITIAL CONTRACT QUANTITIES.

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THE MAXIMUM QUANTITIES FOR THE LIFE OF THE CONTRACT ARE AS FOLLOWS:

| | PRICING PERIOD 1 | PRICING PERIOD 2 | PRICING PERIOD 3 |
|------------|------------------|------------------|------------------|
| CLIN 0001: | 170 | 100 | 140 |
| CLIN 0002: | 140 | 100 | 70 |
| CLIN 0003: | 500 | 250 | 250 |

*** END OF NARRATIVE A 003 ***

THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE FOR RECEIPT OF OFFERS FROM 28 FEBRUARY 2000 TO 31 MARCH 2000.

THE FOLLOWING QUESTIONS/ANSWERS HAVE BEEN ASKED BY INTERESTED CONTRACTORS INQUIRING ABOUT THE CURRENT SOLICITATION.

1. IT IS NOT CLEAR WHAT AMOUNT OF TIME CONSTITUTES A "PRICING PERIOD" AS STATED ON THE PRICING WORKSHEET ATTACHMENT. ANSWER (A) ONE-YEAR PERIODS BEGINNING THE DATE OF CONTRACT AWARD AND EACH ANNIVERSARY OF CONTRACT AWARD.
2. REFERENCE: SECTION K-11 "THIS PROVISION IS USED TO ASSESS THE OFFERER'S SMALL DISADVANTAGED BUSINESS STATUS FOR THE PURPOSE OF OBTAINING A BENEFIT ON THIS SOLICITATION... DOES THIS IMPLY PREFERENTIAL TREATMENT (10%, 15% ETC.) IS TO BE GIVEN TO SDB'S RESPONDING TO THIS SOLICITATION? (A) THE CLAUSE SHOULD BE DISREGARDED. AT THIS TIME THERE IS NO PREFERENCE FOR SDB'S IN COMPETITION.
3. CAN OFFERERS BID ON SEPARATE LINE ITEMS, OR MUST ALL ITEMS BE BID ON IN ORDER TO BE CONSIDERED RESPONSIVE? (A) OFFERORS NEED NOT PROPOSE FOR EACH AND EVERY CLIN, BUT BE AWARE THAT THE GOVERNMENT WILL TAKE INTO ACCOUNT THE ADMINISTRATIVE COSTS OF MULTIPLE CONTRACTS. IF THE MOST ADVANTAGEOUS PROPOSALS ARE RATED NEARLY EQUAL, THE GOVERNMENT MAY DETERMINE THAT IT IS MOST ECONOMICAL TO ADMINISTER ONE CONTRACT RATHER THAN SEPARATE ONES. IN THIS EVENT, AN OFFEROR PROPOSING ON ALL CLINS COULD HAVE AN ADVANTAGE.
4. WITH REGARDS TO THE PAST PERFORMANCE SECTION OF THE PROPOSAL; ARE OFFERERS REQUIRED TO SUBMIT PAST PERFORMANCE DATA FOR EACH LINE ITEM OR ONE SUBMISSION COVERING ALL ITEMS? (A) THE REQUESTED PAST PERFORMANCE INFORMATION SHOULD FOCUS ON THE PROCESSES INVOLVED IN MANUFACTURING AND TESTING THE SUPPLIES SOLICITED. THE GOVERNMENT IS NOT EXPECTING A SEPARATE PAST PERFORMANCE SUBMISSION FOR EACH CLIN, BUT TO THE EXTENT THAT MANUFACTURING SKILLS AND PROCESSES ARE DIFFERENT AMONG THE CLINS, OFFERORS SHOULD TAKE CARE TO ADDRESS THEIR EXPERIENCE WITH EACH MAJOR PROCESS WITHIN THEIR OVERALL PAST PERFORMANCE DESCRIPTIONS.
5. ARE THERE ADDITIONAL CDRL'S? (A) NO. THE ONLY ONE IN THE ATTACHMENTS IS "EXHIBIT A" WHICH DEALS ONLY WITH ECN SUBMISSIONS. IS THERE A CDRL DEALING WITH ACCEPTANCE INSPECTION EQUIPMENT (AIE)? (A) AIE IS DELETED IN IT'S ENTIRETY.
6. REFERENCE SECTION E-4 OF THE SOLICITATION: IT STATES "WHEN NOTIFIED" A DISPENSER ASSEMBLY P/N 9311434, SHALL BE SUPPLIED FOR CONFIRMATORY TESTING. IS THIS ITEM SEPARATE AND APART FROM THE FIRST ARTICLE SAMPLE? (A) NO, IT IS INCLUDED AS ONE OF THE FIRST ARTICLE SAMPLES. FURTHER, DOES THIS IMPLY THE CONFIRMATORY TEST SAMPLE WILL DEFINITELY BE IMPOSED, AND IF SO, SHOULD THIS ITEM BE COSTED INTO THE BID? (A) THE CONFIRMATORY TEST IS A NON-DESTRUCTIVE TEST OF ONE OF THE UNITS SUBMITTED FOR FIRST ARTICLE. THE CONFIRMATORY TEST DECISION WILL BE MADE AT THE TIME OF FIRST ARTICLE TEST SUBMISSION. THE ONLY CONTRACTOR COST ASSOCIATED WITH THE CONFIRMATORY TEST SHOULD BE THE NEGOTIATED REFURBISHING IF NECESSARY AND THE SHIPPING COST OF SENDING AND RETURNING THE ITEM TO AND FROM ROCK ISLAND.
7. WHAT ARE THE OVERALL WEIGHT AND DIMENSIONS FOR THE DISPENSER ASSEMBLY P/N 9311434? (A) THIS INFORMATION IS ON THE SPECIAL PACKAGING INSTRUCTION SHEET P9311434 WHICH IS INCLUDED AS AN ATTACHMENT 0008.
8. BOTH THE DISPENSER ASSEMBLY AND ELECTRONIC MODULE SPECIFICATIONS (MIL-D-63123 AND MIL-E-63124) REQUIRE A PAYLOAD MODULE TO BE LOADED WITH INERT FLARES OR BALLAST FLARES FOR THE FIRST ARTICLE HELICOPTER VIBRATION TEST. IS THE PAYLOAD MODULE P/N 9311451? (A) YES. IF SO, IS THE GOVERNMENT GOING TO PROVIDE THE PAYLOAD MODULE? (A) YES. THE DRAWING PACKAGE FOR THE PAYLOAD MODULE WAS

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NOT INCLUDED IN THE TDP. (A) NO. IT IS NOT NEEDED. ALSO, IS THE SAME LOADING REQUIRED FOR THE FIRST ARTICLE TRANSPORTATION VIBRATION TESTS? (A) NO, IT IS NOT, THE TEST SHOULD BE DONE ACCORDING TO THE MIL-D-63123 AND MIL-E-63124.

9. SINCE THEY SHARE SIMILAR TESTING REQUIREMENTS, CAN BOTH THE DISPENSER ASSEMBLY AND ELECTRONIC MODULE BE VIBRATION TESTED TOGETHER FOR THE FIRST ARTICLE? (A) YES.
10. WE ASSUME THAT CLIN 0001, 0002 AND 0003 ITEMS ARE TO BE PACKAGED USING THE SPECIAL PACKAGING INSTRUCTIONS INCLUDED IN ATTACHMENTS 0006, 0007 AND 0008. WHY WERE THE PACKAGING TDP'S INCLUDED WITH THE SOLICITATION? (A) THEY HAVE BEEN DELETED PER SPECIAL PACKAGING INSTRUCTIONS LISTED IN THE SECTION C. ARE WE SUPPOSED TO USE THEM FOR SOMETHING? (A) NO.
11. THE FOLLOWING DRAWING NUMBERS APPEAR TO BE MISSING FROM THE TDP:
 9311482 COVER, HOUSING
 9327760 MODIFIED CONNECTOR
 9311426 COVER ASSEMBLY FOR DISPENSER
- (A) THE ABOVE MISSING DRAWINGS ARE PROVIDED IN THE HARD COPY OF THE SECTION C WHICH ARE INCLUDED IN THE SOLICITATION AS AN ATTACHMENTS.
12. FINALLY: WE PRESUME OTHER OFFERER'S HAVE SUBMITTED QUESTIONS PERTAINING TO THE SOLICITATION, COULD YOU PLEASE MAKE AVAILABLE THE MASTER LIST OF QUESTIONS WHEN ANSWERED? (A) YES ALL QUESTIONS ARE INCLUDED IN THIS AMENDMENT.

CLAUSE ES7018 ENTITLED ACCEPTANCE INSPECTION EQUIPMENT (AIE) IS HEREBY DELETED IN IT'S ENTIRETY

THE PARAGRAPHS IN SECTIONS (L) AND (M) L.2.4 ON PAGE 46 OF 51 ENTITLED SMALL BUSINESS UTILIZATION AND M.2.4 ON PAGE 51 OF 51 ENTITLED SMALL BUSINESS UTILIZATION ARE HEREBY DELETED IN THEIR ENTIRETY.

THE CLAUSE K-11 ON PAGE 38 OF 51 ENTITLED SMALL DISADVANTAGED BUSINESS STATUS IS HEREBY DELETED.

CLAUSE E-4 ENTITLED FIRST ARTICLE CONFIRMATORY TEST IS AMENDED TO ADD THE ADDITIONAL ITEMS

| QUANTITY | ITEM NOMENCLATURE | DRAWING |
|----------|-----------------------|---------|
| ONE | ELECTRONIC MODULE | 9311431 |
| ONE | PROGRAM CONTROL PANEL | 9272533 |

THE FOLLOWING ITEMS WILL BE PROVIDED AS REQUIRED FOR GOVERNMENT FURNISHED EQUIPMENT

| ITEM | NSN | P/N |
|------------------------|------------------|---------|
| ONE DISPENSER ASSEMBLY | 5998-01-065-9028 | 9311434 |
| ONE PAYLOAD MODULE | 1095-01-057-0026 | 9311451 |
| ONE ELECTRONIC MODULE | 1095-01-057-0027 | 9311431 |

OFFERORS' ARE REQUIRED TO SIGN AND RETURN ONE (1) COPY OF THIS DOCUMENT BY ELECTRONIC MEANS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 004 ***

THE PURPOSE OF THIS AMENDMENT IS TO ADD THE DOCUMENT SUMMARY LIST AND THE ACCOUNTABILITY INSTRUCTIONS AND THE DD FORM 1423 FOR THE GOVERNMENT FURNISHED EQUIPMENT THAT HAS BEEN ADDED TO THE SOLICITATION.

THE DRAWINGS THAT ARE BEING INCORPORATED ARE FOR INSPECTION EQUIPMENT ONLY. ONLY ONE

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FLARE SIMULATOR ASSEMBLY IS NEEDED TO TEST THE DISPENSER ASSEMBLY. THE OBTURATOR, FELT IS ONLY USED ON THE NONPERFERRED INERT FLARES FOR HELICOPTER VIBRATION TESTING.

DRAWING 9311653 FOR OBTURATOR, FELT (WHICH IS PART OF THE OPTIONAL INERT FLARE USED IN THE PAYLOAD MODULE FOR THE HELICOPTER VIBRATION TESTS) IS MISSING FROM THE CD. IN FACT, DRAWING 9311653 IS NOT LISTED IN THE INSPECTION DRAWINGS AND DOCUMENT SECTION FOR EITHER THE ELECTRONICS MODULE TDPL, TL-9311431 OR THE DISPENSER ASSEMBLY TDPL, TL-9311434. A HARD COPY OF THIS DRAWING IS HEREBY ADDED AND MADE A PART OF THIS SOLICITATION.

DRAWING 9326117 AND LOWER LEVEL PRODUCTION DRAWINGS FOR THE FLARE SIMULATOR ASSEMBLY ARE MISSING FROM THE INSPECTION DRAWINGS AND DOCUMENT SECTION DISPENSER ASSEMBLY TDPL 9311434 AND ARE MISSING FROM THE CD. A HARD COPY OF THE FOLLOWING INSPECTION (TEST) EQUIPMENT DRAWINGS MUST BE ADDED TO THIS SOLICITATION:

UPDATED SHEET 7 OF 9280368, 9326113, 9326114, 9326115, 9326116, PL-9326116, 9326117, PL-9326117, 12561320, 12624724, 12624726, 12624727, 12624729, 12624730, 12624731, 12624732, 12624733, 12624734, 12624794 (3 SHEETS), PL-12624794, 12624795 (3 SHEETS), 12909983, 12909985.

DRAWING 9311426 IS FOR A COVER ASSEMBLY, DISPENSER AND IS NOT FOR A BRACKET. DRAWING 9311426 AND PARTS LIST PL-9311426 ARE LISTED ON SHEET #1 OF THE DISPENSER ASSEMBLY.

THIS SOLICITATION IS BEING EXTENDED FROM THE 31 MARCH 2000 TO 17 APRIL 2000.

OFFEROR'S ARE REQUIRED TO ELECTRONICALLY SIGN AND SUBMIT ONE COPY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 005 ***

THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THIS SOLICITATION FROM 17 APRIL 2000 TO 01 MAY 2000.

THE FOLLOWING CHANGES SHOULD BE MADE AS FOLLOWS:

DRAWING 9311452, SHEET 3; CHANGE THE QUANTITY REQUIRED FOR REFERENCE DESIGNATIONS VR2A, VR2B & VR2C; PART NUMBER 9311588 FROM : 1 SET TO: 3

PARTS LIST PL-9311452, SHEET 1, LINE 6; CHANGE QUANTITY REQUIRED FOR PART/ID NUMBER 9311588: FROM: 0001 TO: 0003

OFFERORS' ARE REQUIRED TO SIGN AND RETURN ONE (1) SIGNED COPY OF THIS DOCUMENT BY ELECTRONIC MEANS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 006 ***

ALL THREE M130 SPARE PARTS IN THIS PROCUREMENT ACTION REQUIRE 100% BURN-IN (TEMPERATURE CYCLE-VIBRATION-OPERATION) TESTING AND 100% FUNCTIONAL TESTING PER THE DOCUMENTS IN SHOWN BELOW:

| ITEM NOMENCLATURE | NATIONAL STOCK NUMBER | ITEM DRAWING | MILITARY TEST SPECIFICATION | BURN-IN TEST DWG | FUNCTIONAL TEST DWG |
|--------------------|-----------------------|--------------|-----------------------------|------------------|---------------------|
| ELECTRONICS MODULE | 1090-01-057-0027 | 9311431 | MIL-E-63124 | 9280365 | 9280369 |
| DISPENSER ASSEMBLY | 5998-01-065-9028 | 9311434 | MIL-D-63123 | 9280367 | 9280368 |
| CONTROL PANEL | 1095-01-057-4592 | 9272533 | MIL-C-48890 | 9280366 | 9280371 |

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ALL BIDDERS SHALL ENSURE THEIR BIDS INCLUDE THE COSTS OF THE 100% BURN-IN AND 100% FUNCTIONAL TESTING AS WELL AS THE FIRST ARTICLE FUNCTIONAL AND ENVIRONMENTAL TESTING COSTS.

OFFERORS' ARE REQUESTED TO SIGN AND RETURN ONE (1) SIGNED COPY OF THIS DOCUMENT BY ELECTRONIC MEANS.

THE OPENING DATE OF THE SOLICITATION WILL REMAIN FOR 01 MAY 2000.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 007 ***

1. THIS ACTION IS FOR THE AWARD OF A LONG-TERM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) REQUIREMENT CONTRACT FOR THE FOLLOWING ITEM:

| ITEM | NSN | P/N |
|-------------------|------------------|---------|
| CONTROL BOX, ELEC | 1095-01-057-0027 | 9311431 |
| DISPENSER ASSY | 5998-01-065-9028 | 9311434 |

2. THE PRICING PERIODS ARE ONE-YEAR IN LENGTH. THE FIRST YEAR BEGINS ON THE DATE OF AWARD. THE SECOND YEAR BEGINS ON THE ANNIVERSARY DATE OF THE INITIAL CONTRACT AWARD. THE THIRD YEAR BEGINS ON THE SECOND ANNIVERSARY DATE OF THE INITIAL CONTRACT AWARD.

3. FAR CLAUSES ENTITLED "CANCELLATION UNDER MULTI-YEAR CONTRACTS" AND "INDEFINITE QUANTITY" ARE INCORPORATED AS A PART OF THIS DOCUMENT.

4. THE GOVERNMENT'S PROJECTED MINIMUM AND MAXIMUM FOR EACH OF THE PERFORMANCE PERIODS WAS PROVIDED WITH THE SOLICITATION. THE MAXIMUM, IN ANY COMBINATION, UNDER THIS CONTRACT IS 410 EACH FOR NSN 1095-01-057-0027, AND 1000 EACH FOR NSN 5998-01-065-9028. THE GOVERNMENT'S ONLY LIABILITY UNDER THIS CONTRACT IS FOR THE MINIMUM QUANTITY FOR THE FIRST PERFORMANCE PERIOD. DELIVERY ORDER 0001 WILL BE ISSUED SIMULTANEOUSLY WITH THIS AWARD FOR THAT QUANTITY AS REFLECTED IN THE SOLICITATION.

5. CONTRACTOR'S EMAIL DATED 30 NOV 2000, EXTENDING ACCEPTANCE TO 29 DEC 2000, IS INCORPORATED AS A PART OF THIS DOCUMENT.

*** END OF NARRATIVE A 008 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE, UNLESS AUTHORIZED BY CONTRACTING OFFICER AT TIME OF AWARD.

(BA6701)

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|---------------------------|---|----------------------------|
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--------------------------------|------------------------|-------------|
| C-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 inclosed Technical Data Package Listing - TDPL * with revisions in effect as of * (except as follows):

SEE ATTACHMENTS 006, 007 AND 008 FOR CONTRACT SECTIONS C APPLICABLE TO EACH CLIN.

(CS6100)

| | | |
|--------------------------------|--|----------|
| C-2 52.248-4502 TACOM-RI | CONFIGURATION MANAGEMENT DATA INTERFACES | MAR/1999 |
|--------------------------------|--|----------|

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

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MOD/AMD

Name of Offeror or Contractor: APPLIED RESOURCES CORP

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-------------------------|---|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 52.209-4512 TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAY/1994 |

a. The first article shall consist of:

ELECTRONIC MODULE, 3 EACH, 9311431
PROGRAM CONTROL PANEL, 3 EACH, 9272533
DISPENSER ASSY, 3 EACH, 9311434

TO INCLUDE ALL ASSEMBLIES, SUBASSEMBLIES, AND COMPONENTS

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable)

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keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to -2-.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

| | | | |
|-----|-------------|---------------------------------|----------|
| E-4 | 52.209-4513 | FIRST ARTICLE CONFIRMATORY TEST | MAY/1994 |
| | TACOM-RI | | |

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

| QUANTITY | ITEM NOMENCLATURE | DRAWING |
|----------|-----------------------|---------|
| ONE | DISPENSER ASSEMBLY | 9311434 |
| ONE | ELECTRONIC MODULE | 9311431 |
| ONE | PROGRAM CONTROL PANEL | 9272533 |

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: TO BE PROVIDED BY THE PCO UPON IMPLEMENTATION

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: AMSTA-LC-CSCB/ANN HAMERLINCK.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

| | | | |
|-----|-------------|---|----------|
| E-5 | 52.245-4577 | GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT | MAR/1988 |
| | TACOM-RI | | |

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The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

| a. Item Nomenclature | National Stock Number | Quantity | Cost Each | Unit of Issue |
|----------------------|--------------------------|----------|--------------|------------------|
| PAYLOAD MODULE | 1095-01-057-0026 | | ONE | \$377.00 EA |
| ELECTRONIC ASSY | 1095-01-057-0027 | ONE | \$2,365.00 | EA |
| DISPENSER ASSY | 5998-01-065-9028 | ONE | \$2,272.00 | EA |

b. Estimated Weight: PAYLOAD MODULE 2.5 pounds
 ELECTRONIC ASSY 4.8 pounds
 DISPENSER ASSEMBLY 6.5 pounds.

c. Cube: PAYLOAD MODULE .180 cu. ft
 ELECTRONIC ASSEMBLY .152 cu. ft
 DISPENSER ASSEMBLY .303 cu. ft.

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-LC-CSC-B/ANN HAMERLINCK, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

| | | | |
|-----|-------------|---|----------|
| E-6 | 52.246-4025 | DELETED 17 OCT 00, REPLACED BY ES7025 -- HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II | OCT/1997 |
| | | DELETED 17 OCT 00, REPLACED BY ES7025 | |

(ES7445)

| | | | |
|-----|-------------|---|----------|
| E-7 | 52.246-4528 | REWORK AND REPAIR OF NONCONFORMING MATERIAL | MAY/1994 |
| | TACOM-RI | | |

a. Rework and Repair are defined as follows:

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(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-8 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 MAR/1997
TACOM-RI

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) ___ NOT CERTIFIED

(2) ___ CERTIFIED

(i) ___ DATE OF CERTIFICATION

(ii) ___ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to

| | | |
|---------------------------|--|----------------------|
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those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | JAN/1991 |
| F-3 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| F-4 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

| | | | |
|-----|-------------------------|----------------------------------|----------|
| F-5 | 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)

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SECTION G - CONTRACT ADMINISTRATION DATA

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-------------------------|---------------------------------|-------------|
| G-1 | 52.232-4503 TACOM-RI | CONTRACTOR'S REMITTANCE ADDRESS | AUG/1994 |

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name _____

Address _____

City & State _____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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(HA7001)

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--------------------------------|---|-------------|
| H-1 52.204-4501 TACOM-RI | REQUIRED USE OF ELECTRONIC DATA INTERCHANGE | DEC/1999 |

(a) Within 30 calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.

(b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANS can be found at the following World Wide Web (www) site: <http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans>.

(c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the -2- clause of this contract and may result in termination under the terms thereof.

(d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: <http://www.acq.osd.mil/ec/>. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).

(e) Registration and certification information must be furnished to the contracting officer within -3- calendar days after award to complete networking requirements within the Government.

(f) All required infrastructure for EDI must be in place and operational within -4- calendar days after award of any contract resulting from this solicitation.

(g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.

(h) Additional information on the above requirements can be found at the following WWW site: <http://www.ecrc.ctc.com>.

(i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS6507)

| | | |
|--------------------------------|--|----------|
| H-2 52.246-4500 TACOM-RI | DELETED 15 MAY 00, REPLACED BY HS6510 -- MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) | MAR/1988 |
|--------------------------------|--|----------|

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

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Director
Tank-Automotive and Armaments Command
ATTN: AMSTA-LC-CSCB/ANN HAMERLINCK
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

H-3 *** THIS REFERENCE (HA7502) IS NO LONGER VALID ***

H-4 *** THIS REFERENCE (HA7503) IS NO LONGER VALID ***

H-5 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995
DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| Line Items | National Stock Number | Commercial Item (Y or N) | Source of Supply | | | Actual Mfg | |
|---------------|-----------------------------|--------------------------------|------------------|----------------|----------------|-----------------|-------|
| | (1) | (2) | (3) | Company (4) | Address (4) | Part No. (5) | (6) |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none.'

(3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

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SECTION I - CONTRACT CLAUSES

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

(IA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1 | | *** THIS REFERENCE (IF0065) IS NO LONGER VALID *** | |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-5 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-6 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/1997 |
| I-7 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-8 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-9 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-10 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | AUG/1996 |
| I-11 | 52.217-2 | CANCELLATION UNDER MULTIYEAR CONTRACTS | JUL/1996 |
| I-12 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL/1996 |
| I-13 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-14 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| I-15 | 52.222-26 | EQUAL OPPORTUNITY | FEB/1999 |
| I-16 | 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | APR/1998 |
| I-17 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-18 | 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | JAN/1999 |
| I-19 | 52.223-6 | DRUG-FREE WORKPLACE | JAN/1997 |
| I-20 | 52.225-10 | DELETED 14 FEB 00, REPLACED BY IF0496, DUTY-FREE ENTRY | APR/1984 |
| I-21 | 52.225-11 | DELETED 15 FEB 00 AND REPLACED BY IF0497, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | AUG/1998 |
| I-22 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-23 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | JAN/1991 |
| I-24 | 52.229-5 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR/1984 |
| I-25 | 52.232-1 | PAYMENTS | APR/1984 |
| I-26 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | MAY/1997 |
| I-27 | 52.232-11 | EXTRAS | APR/1984 |
| I-28 | 52.232-16 | PROGRESS PAYMENTS - ALTERNATE I | MAR/2000 |
| I-29 | 52.232-17 | INTEREST | JUN/1996 |
| I-30 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
| I-31 | 52.232-23 | ASSIGNMENT OF CLAIMS - ALTERNATE I | APR/1984 |
| I-32 | 52.232-25 | PROMPT PAYMENT | JUN/1997 |
| I-33 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| I-34 | 52.233-1 | DISPUTES | JAN/1999 |
| I-35 | 52.233-3 | PROTEST AFTER AWARD | OCT/1995 |
| I-36 | 52.242-2 | PRODUCTION PROGRESS REPORTS | APR/1991 |
| I-37 | 52.242-4 | CERTIFICATION OF INDIRECT COSTS | JAN/1997 |
| I-38 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-39 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| I-40 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-41 | 52.247-63 | PREFERENCE FOR U.S. - FLAG AIR CARRIERS | JAN/1997 |
| I-42 | 52.248-1 | VALUE ENGINEERING - ALTERNATE I | APR/1984 |
| I-43 | 52.248-1 | VALUE ENGINEERING - ALTERNATE II | FEB/2000 |
| I-44 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-45 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-46 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |

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|------|------------------------|--|-------------|
| I-47 | 252.203-7001 DFARS | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | MAR/1999 |
| I-48 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-49 | 252.209-7000 DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-50 | 252.215-7000 DFARS | PRICING ADJUSTMENTS | DEC/1991 |
| I-51 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| I-52 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/1991 |
| I-53 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| I-54 | 252.225-7010 DFARS | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS | AUG/2000 |
| I-55 | 252.225-7012 DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | AUG/2000 |
| I-56 | 252.225-7014 DFARS | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I | MAR/1998 |
| I-57 | 252.225-7025 DFARS | RESTRICTION ON ACQUISITION OF FORGINGS | JUN/1997 |
| I-58 | 252.225-7031 DFARS | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/1992 |
| I-59 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-60 | 252.232-7002 DFARS | PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS | DEC/1991 |
| I-61 | 252.232-7004 DFARS | DOD PROGRESS PAYMENT RATES | FEB/1996 |
| I-62 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| I-63 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-64 | 252.243-7002 DFARS | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-65 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | DEC/1991 |
| I-66 | 52.216-22 | INDEFINITE QUANTITY | OCT/1995 |

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2004 JAN 25 .

(End of clause)

(IF6036)

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I-67

52.202-1

DEFINITIONS

OCT/1995

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

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

(c) Commercial item means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Nondevelopmental item means--

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

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

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

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

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

(End of Clause)

(IF7252)

I-68 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

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

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

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

(End of Clause)

(IF7210)

I-69 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

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

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

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

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

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

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

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

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Contractor or a higher tier subcontractor.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

(IF7211)

I-70 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997
II

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

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(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

I-71 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

I-72 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

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

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

(End of clause)

(IF7114)

I-73 52.223-14 DELETED 20 SEP 00 AND REPLACED BY IF0179 OCT/1995
DELETED 20 SEP 00 AND REPLACED BY IF0179

I-74 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-75 52.245-9 USE AND CHARGES (DEVIATION) APR/1984
(a) Definitions.
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

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(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) \cdot (.02 \text{ per hour}) \cdot (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

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I-76

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

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

(End of clause)

(IF7016)

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SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---|-------------|----------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST (CDRL) | 12-JUL-99 | 001 | |
| Exhibit B | DD FORM 1423 | | 001 | |
| Attachment 001 | Reserved on Basic | | | |
| Attachment 002 | DOCUMENT SUMMARY LIST | | 001 | |
| Attachment 003 | INSTRUCTIONS FOR COMPLETING DDFORM 1423 | | 001 | |
| Attachment 004 | GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS LIST | | 002 | |
| Attachment 005 | PRICE EVALUATION SPREADSHEET | | 001 | |
| Attachment 006 | CONTRACT SECTION C WORKSHEET FOR TDPL 9311431/WITH SPECIAL PACKAGING INSTRUCTIONS | 14-JAN-00 | 006 | |
| Attachment 007 | CONTRACT SECTION C WORKSHEET AND ATTACHEMENTS FOR TDPL 9272533/WITH SPECIAL PACKAGING INSTRUCTIONS | 14-JAN-00 | 015 | |
| Attachment 008 | CONTRACT SECTION C WORKSHEET/WITH SPECIAL PACKAGING INSTRUCTIONS | 14-JAN-00 | 023 | |
| Attachment 009 | ACCOUNTABILITY INSTRUCTIONS | | 002 | |
| Attachment 010 | DOCUMENT SUMMARY LIST | | 002 | |
| Attachment 011 | HARD COPY DRAWINGS | | 028 | |
| Attachment 012 | CONTRACTOR'S EMAIL | 30-NOV-00 | 001 | |