

| ORDER FOR SUPPLIES OR SERVICES  |   |  |  |   |  | Form Approved                   | Page 1 Of 16  |
|---|---|--|--|---|--|---------------------------------|---|
| 1. Contract/Purch Order No.<br>DAAE20-01-P-0054   |   | 2. Delivery Order No.  |  | 3. Date Of Order<br>2000NOV07   | 4. Requisition/Purch Request No.<br>SEE SCHEDULE   |                                 | 5. Certified for National Defense Under DMS Reg 1 Priority<br>DOA5  |
| 6. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CAW-A<br>JUDY BECHTLER-HOLZER (309)782-8530<br>ROCK ISLAND IL 61299-7630<br><br>EMAIL: BECHTLER-HOLZERJ@RIA.ARMY.MIL                    |   |  | Code W52H09  | 7. Administered By (If other than 6)<br>DCMC CHICAGO<br>P O BOX 66911<br>CHICAGO IL 60666-0911                                |  | Code S1403A                     |   |
| 9. Contractor<br>MARATHON TECHNOLOGIES INC<br>800 NICHOLAS BOULEVARD<br>ELK GROVE VILLAGE IL 60007  |   |  | Code 4Y985   | Facility Code   | 10. Deliver To FOB Point By (Date)<br>SEE SCHEDULE |                                 | 11. Mark If Business Is<br><input checked="" type="checkbox"/> Small<br><input type="checkbox"/> Small Disadvantaged<br><input type="checkbox"/> Woman-Owned  |
| TYPE BUSINESS: Other Small Business Performing in U.S.  |   |  |  |   | 12. Discount Terms                                 |                                 |   |
| 14. Ship To<br>SEE SCHEDULE   |   |  | Code   | 15. Payment Will Be Made By<br>DFAS COLUMBUS CENTER<br>WEST ENTITLEMENT OPERATIONS<br>PO BOX 182381<br>COLUMBUS OH 43218-2381 |  | Code HQ0339                     | Mark All Packages And Papers With Contract Or Order Number  |
|   |   |  |  |   |  |                                 |   |
| 16. T O Y R P D E E R O F   | Delivery  | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. |  |   |  |                                 |   |
|   | Purchase  | X  | Reference your <input type="checkbox"/> Oral; <input checked="" type="checkbox"/> Written Quotation, Dated 2000NOV03, furnish the following on terms specified herein. |   |  |                                 | Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same. |
| Name Of Contractor  |   | Signature  |  | Typed Name And Title  |  | Date Signed                     |   |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:  |   |  |  |   |  |                                 |   |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE  |   |  |  |   |  |                                 |   |
| 18. Item No.  | 19. Schedule Of Supplies/Service<br>SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |  |  | 20. Quantity Ordered/ Accepted*   | 21. Unit   | 22. Unit Price                  | 23. Amount  |
| * If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.                 |   |  |  | 24. United States Of America<br>By: CINDY PETERMAN /SIGNED/<br>PETERMANC@RIA.ARMY.MIL (309)782-4634                           |  | 25. Total<br>29. Differences    | \$5,768.00  |
| 26. Quantity In Column 20 Has Been<br><input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted |   |  |  | 27. Ship. No.<br><input type="checkbox"/> Partial<br><input type="checkbox"/> Final   | 28. D.O. Voucher No.                               | 30. Initials                    |   |
| Date  |   | Signature Of Authorized Govt Representative  |  | 31. Payment<br><input type="checkbox"/> Complete<br><input type="checkbox"/> Partial<br><input type="checkbox"/> Final        | 32. Paid By  | 33. Amount Verified Correct For |   |
| 36. I certify this account is correct and proper for payment  |   |  |  | Date  | Signature And Title Of Certifying Officer          | 34. Check Number                | 35. Bill Of Lading No.  |
| 37. Received At   | 38. Received By   | 39. Date Received  | 40. Total Containers   | 41. S/R Account No.   | 42. S/R Voucher No.                                |                                 |   |

|   |   |                     |
|---|---|---------------------|
| <b>CONTINUATION SHEET</b>                                       | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-01-P-0054<br><b>MOD/AMD</b> | <b>Page 2 of 16</b> |
| <b>Name of Offeror or Contractor:</b> MARATHON TECHNOLOGIES INC |   |                     |

SUPPLEMENTAL INFORMATION

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

|   |   |          |
|---|---|----------|
| 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)

|   |   |          |
|---|---|----------|
| 2 | 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN<br>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)

**Name of Offeror or Contractor:** MARATHON TECHNOLOGIES INC

3      52.210-4516      COMMERCIAL EQUIVALENT ITEM(S)      JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4      52.211-4506      INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL      DEC/1997  
TACOM-RI      SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI   | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO   |
|-------|-----------------------------------|----------------------------|----------|-------|
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |
| _____ | _____                             | _____                      | _____    | _____ |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

|            |                |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |

(End of clause)

(AS7008)

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MOD/AMD

**Name of Offeror or Contractor:** MARATHON TECHNOLOGIES INC5 52.233-4503 AMC-LEVEL PROTEST PROGRAM  
TACOM-RI

JUN/1998

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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

(END OF CLAUSE)

(AS7010)

6 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2  
TACOM-RI

JUN/1998

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-P-0054 MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY        | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
|-------------------|--|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|-----|-------------|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|-----|-------------|--|--|--|--|
| 0001              | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br><u>Supplies or Services and Prices/Costs</u>  |                 |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| 0001AA            | <u>PRODUCTION QUANTITY</u>   | 400             | EA              | \$ 14.42000     | \$ 5,768.00   |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
|                   | NSN: 3040-01-251-0557<br>NOUN: SHAFT, SHOULDERED<br>FSCM: 19200<br>PART NR: 9377156<br>SECURITY CLASS: Unclassified<br>PRON: M111A234M1 PRON AMD: 01 ACRN: AA<br>AMS CD: 070011JE<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><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>W52H090290H672</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>200</td> <td>06-APR-2001</td> </tr> </table> FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(W25G1U) XU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>BUILDING MISSION DOOR 113 134<br>NEW CUMBERLAND PA 17070-5001<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>DAAE20-01-P-0054/0000<br><br>DOC SUPPL<br><table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W52H090290H673</td> <td>W45G19</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>200</td> <td>06-APR-2001</td> </tr> </table> FOB POINT: Destination<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W45G19) TRANS OFF<br>RED RIVER ARMY DEPOT<br>TEXARKANA TX 75507-5000<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>DAAE20-01-P-0054/0000 | <u>REL CD</u>   | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H090290H672 | W25G1U | J |  | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 200 | 06-APR-2001 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 002 | W52H090290H673 | W45G19 | J |  | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 200 | 06-APR-2001 |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| 001               | W52H090290H672   | W25G1U          | J               |                 | 1             |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| 001               | 200  | 06-APR-2001     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| 002               | W52H090290H673   | W45G19          | J               |                 | 1             |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| 001               | 200  | 06-APR-2001     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |
| 0002              | <u>Supplies or Services and Prices/Costs</u><br><br><u>DATA ITEM</u>   |                 |                 | \$ ** NSP **    | \$ ** NSP **  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |     |             |  |  |  |  |

CONTINUATION SHEET

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>SECURITY CLASS: Unclassified<br/>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Destination</p> |          |      |            |        |



|   |  |                     |
|---|--|---------------------|
| <b>CONTINUATION SHEET</b>                                       | <b>Reference No. of Document Being Continued</b> | <b>Page 8 of 16</b> |
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| <b>Name of Offeror or Contractor:</b> MARATHON TECHNOLOGIES INC |  |                     |

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

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

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 5/15/97. Bar code requirements apply.

EXCEPTION:

SPECIAL PACKAGING INSTRUCTION P9377156 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE.

(End of clause)

(DS6405)

|   |             |                           |          |
|---|-------------|---------------------------|----------|
| 9 | 52.247-4521 | UNITIZATION/PALLETIZATION | JUL/1998 |
|   | TACOM-RI    |                           |          |

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

**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](http://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)

|    |             |   |          |
|----|-------------|---|----------|
| 10 | 52.246-2    | INSPECTION OF SUPPLIES - FIXED-PRICE                                | AUG/1996 |
|    |             |   |          |
| 11 | 52.246.4025 | HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT | OCT/2000 |
|    | TACOM-RI    |   |          |

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve defect detection through final

|                           |   |                            |
|---------------------------|---|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-01-P-0054<br><b>MOD/AMD</b> | <b>Page</b> 9 <b>of</b> 16 |
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**Name of Offeror or Contractor:** MARATHON TECHNOLOGIES INC

inspection and test. Your quality system shall, at a minimum, comply with the requirements of an ISO 9003 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) commercial, or (3) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) ISO 9003
- ( ) QS 9000
- ( ) ANSI/ASQ 9001
- ( ) ANSI/ASQ 9002
- ( ) ANSI/ASQ 9003

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7023)

12            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.

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

**DELIVERIES OR PERFORMANCE**

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](http://www.acq.osd.mil/dp/dars)

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

(FA7001)

|    |           |   |          |
|----|-----------|---|----------|
| 13 | 52.242-15 | STOP-WORK ORDER                           | AUG/1989 |
| 14 | 52.242-17 | GOVERNMENT DELAY OF WORK                  | APR/1984 |
| 15 | 52.247-34 | F.O.B. DESTINATION                        | JAN/1991 |
| 16 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| 17 | 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)

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CONTRACT ADMINISTRATION DATA

| <u>LINE</u> | <u>PRON/</u>  | <u>OBLG</u>      | <u>JOB</u>   | <u>ACCOUNTING</u> | <u>OBLIGATED</u> |        |       |          |          |
|-------------|---------------|------------------|--------------|-------------------|------------------|--------|-------|----------|----------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN STAT</u> | <u>ORDER</u> | <u>STATION</u>    | <u>AMOUNT</u>    |        |       |          |          |
| 0001AA      | M111A234M1    | AA 2             | 97           | X4930AC6G 6D      | 26FB S11116      | W52H09 | \$    | 5,768.00 |          |
| 070011JE    |               |                  |              |                   |                  |        |       |          |          |
|             |               |                  |              |                   |                  |        | TOTAL | \$       | 5,768.00 |

| <u>SERVICE</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | <u>ACCOUNTING</u> | <u>OBLIGATED</u> |       |          |          |
|----------------|----------------------|----------------------------------|-------------------|------------------|-------|----------|----------|
| <u>NAME</u>    |                      |                                  | <u>STATION</u>    | <u>AMOUNT</u>    |       |          |          |
| Army           | AA                   | 97 X4930AC6G 6D                  | 26FB S11116       | W52H09           | \$    | 5,768.00 |          |
|                |                      |                                  |                   |                  | TOTAL | \$       | 5,768.00 |

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                                       | <b>Reference No. of Document Being Continued</b> | <b>Page 12 of 16</b> |
|   | PIIN/SIIN DAAE20-01-P-0054<br>MOD/AMD            |                      |
| <b>Name of Offeror or Contractor:</b> MARATHON TECHNOLOGIES INC |  |                      |

SPECIAL CONTRACT REQUIREMENTS

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

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

(HA7001)

18            52.246-4500            MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)            MAY/2000  
TACOM-RI

(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 bechtler-holzerj@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-5094, ATTN: Judy Bechtler-Holzer and (309) 782-1338 (ATTN: Nancy Fraser).

(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)

19            52.239-4500            YEAR 2000 (Y2K) COMPLIANCE            NOV/1998  
TACOM-RI

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

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

(End of clause)

(HS7506)

20            52.247-4545            PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION            MAY/1993  
TACOM-RI

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

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Shipped From:

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

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

**CONTRACT CLAUSES**

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

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

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

(IA7001)

|    |              |  |          |
|----|--------------|--|----------|
| 21 | 52.211-5     | MATERIAL REQUIREMENTS  | AUG/2000 |
| 22 | 52.211-15    | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                               | SEP/1990 |
| 23 | 52.222-21    | PROHIBITION OF SEGREGATED FACILITIES                                       | FEB/1999 |
| 24 | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION     | MAY/1999 |
| 25 | 52.243-1     | CHANGES - FIXED PRICE  | AUG/1987 |
| 26 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                               | APR/1992 |
|    | DFARS        |  |          |
| 27 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                           | MAR/1998 |
|    | DFARS        |  |          |
| 28 | 252.225-7009 | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
|    | DFARS        |  |          |
| 29 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                     | AUG/1998 |
|    | DFARS        |  |          |
| 30 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS                                     | JUN/1997 |
|    | DFARS        |  |          |
| 31 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
|    | DFARS        |  |          |
| 32 | 252.242-7000 | POSTAWARD CONFERENCE   | DEC/1991 |
|    | DFARS        |  |          |
| 33 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991 |
|    | DFARS        |  |          |
| 34 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT                                   | DEC/1991 |
|    | DFARS        |  |          |

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35      52.213-4      TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)      JUL/2000

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

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

36      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)

37      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      AUG/2000  
 DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.pdf](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf) and in Excel format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.xls](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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## LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                    | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---------------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | DOCUMENT SUMMARY LIST           |             | 001                              |                       |
| Attachment 002                   | CONTRACT DATA REQUIREMENTS LIST | 03-SEP-99   | 001                              |                       |
| Attachment 003                   | SPECIAL PACKAGING INSTRUCTION   | 22-APR-97   | 001                              |                       |