

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA5	Page 1 Of 22	
2. Contract (Proc. Inst. Ident) No. DAAE20-02-C-0079		3. Effective Date 2002DEC17		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B ADRIA HEMMEN (309)782-3238 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE SUITE 400 PHOENIX AZ 85004-4424			Code S0302A
e-mail address: HEMMENA@RIA.ARMY.MIL		SCD C PAS NONE		ADP PT HQ0339		

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) ATK GUN SYSTEMS COMPANY LLC 3309 N RESEDA CIRCLE MESA AZ 85215-9103		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	
TYPE BUSINESS: Large Business Performing in U.S.		To The Address Shown In:	
Code 1YQES	Facility Code		

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <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: Time-and-Materiels	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
		KIND OF CONTRACT: Service Contracts			

15G. Total Amount Of Contract ▶		\$0.00
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16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	15
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	22
Part IV - Representations And Instructions							
X	D	Packaging and Marking					
X	E	Inspection and Acceptance	9	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	10				
X	G	Contract Administration Data	11	L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	13	M	Evaluation Factors for Award		

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed 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 type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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 ADELAIDE J TKATCH TKATCHA@RIA.ARMY.MIL (309)782-5313	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2002DEC17
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 22
	PIIN/SIIN DAAE20-02-C-0079 MOD/AMD	
Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC		

(End of clause)

(AS7008)

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
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/>).

2. In response to this mandate, 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)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(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/cc/protest.html>

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

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN DAAE20-02-C-0079 MOD/AMD

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified <u>SERVICES LINE ITEM</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ _____ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0079 MOD/AMD	Page 7 of 22
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Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

<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 (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

SECTION B - Supplemental Information

B.1.1 Payment

Payment will be made in accordance with FAR 52.232-7 (IF6179), Payments Under Time and Materials and Labor-Hour Contracts.

B.2 Voucher and Review Requirements

B.2.1 The contractor must submit vouchers for payment identified by and related to specific tasks. The following information must be shown on the documentation supporting the vouchers for payment:

- a. Task Number
- b. Labor Categories
- c. Quantities of hours used under each task by labor category
- d. Material Used
- e. Travel Costs

B.2.2 Unique Payment Site

Payments shall be made to:

(FOR ELECTRONIC TRANSFER)
Alliant Techsystems Inc.
Mellon Bank
Three Mellon Bank Center
Pittsburgh, PA 15259
Account #192-8564
Routing Transit #043000261

B.3 Contractor Rates

B.3.1 The Contractor's current rates are provided in Attachment 002 of the contract. The Contractor's rates will be updated each year based on the approved Forward Pricing Rate Agreement negotiated with DCMA.

B.4 Insurance

B.4.1 The cost of insurance required by the contract is included in the overhead costs of the contractor and as such shall not be billed as a direct charge. (SEE SECTION I)

*** END OF NARRATIVE B 001 ***

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

Page 8 of 22

PIIN/SIIN DAAE20-02-C-0079

MOD/AMD

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE SERVICES TO BE PERFORMED UNDER THIS CONTRACT ARE STATED IN SECTION J, ATTACHMENT 004, SCOPE OF WORK.

*** END OF NARRATIVE C 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.248-4502 TACOM RI	CONFIGURATION MANAGEMENT DOCUMENTATION	JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

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 under the terms of the VE clause in the contract.

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.

(End of Clause)

(CS7110)

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

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	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-3	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR - ALTERNATE I	MAR/2001
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Number	Date	Tailoring
() Quality Management Systems - Requirements	ISO9001:2000	13DEC2000	Untailored
() Quality Systems - Model for QA	ISO9001	18Jul94	Untailored

(End of clause)

(EF6002)

E.1 INSPECTION OF WORK, DATA AND HARDWARE:

E.1.1 All work being performed and items of data and/or hardware deliverable under this contract shall be subject to inspection by the Contracting Officer or his duly authorized Contracting Officer's Technical Representative (COTR), to assure the work and the results thereof are in accordance with the terms of the contract.

E.1.2 The contractor is solely responsible for assuring that all deliverables are in accordance with the requirements and specifications provided under the terms of this contract.

E.1.3 The Government reserves the right to witness any or all of the inspections, examinations, and tests performed under this contract.

E.2 AMMUNITION

E.2.1 Requests for ammunition (quantity, description, etc.) shall be forwarded to the PCO with a justification detailing why it is needed.

*** END OF NARRATIVE E 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0079 MOD/AMD	Page 10 of 22
Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC		

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERIES

F.1.1 DATA

F.1.1.1 All data deliverable under this contract shall be delivered in accordance with the quantities and schedule specified on the Contract Data Requirements List (CDRL) DD Form 1423 and shall be delivered F.O.B. Destination to the following addresses shown on the DD Forms 1423 and supplemented as follows:

F.1.2 HARDWARE

F.1.2.1 All hardware delivered under this contract shall be delivered F.O.B. Destination to addresses specified during performance of contract.

F.2 PERIOD OF PERFORMANCE

F.2.1 The period of performance for this Time and Material, Sustaining Technical Services Contract shall be from date of award - 31 Dec 08.

*** END OF NARRATIVE F 001 ***

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.

(FA7001)

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION G

G.1 Contracting Officers Technical Representative

G.1.1 The Procuring Contracting Officer shall designate, in writing, a Technical Representative to act as his/her representative for technical matters under this contract. The Technical Representative will not be authorized to change any of the terms and conditions of the contract. Changes in the scope of the contract will be made only by the Procuring Contracting Officer by properly executed modifications to the contract.

G.1.2 The work specified in the contract shall be performed in cooperation with the Technical Representative. The contractor shall permit designated representatives of the Government to inspect such work at any time or place during working hours.

G.2 Submission of Vouchers

G.2.1 Cost vouchers shall be submitted to the resident Defense Contract Audit Agency (DCAA):

DCAA
Arizona Branch Office
Attn: Cynthia Cannon
2741 W. Southern Ave.
Suite 14
Tempe, AZ 85282

G.2.2 Fee vouchers for payment shall be submitted to:

S0302A
DCMA Phoenix
Two Renaissance Square
40 N. Central Ave., Suite 400
Phoenix, AZ 85004
Attn: Mr. Paul R. Griffin, ACO

G.3 Task Item Work Approval

G.3.1 Before the contractor commences with any work assigned under any Task Item, it must be approved by the Technical Representative and the Procuring Contracting Officer.

G.4 Communications

G.4.1 Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. The Contractor shall copy furnish the Contracting Officer on all technical matters discussed with the Technical Representative.

G.4.1 Communications pertaining to administrative matters shall be addressed by the Administrative Contracting Officer.

G.4.3 Communications pertaining to contractual matters shall be addressed to the Procuring Contracting Officer.

*** END OF NARRATIVE G 001 ***

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

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

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 22****PIIN/SIIN** DAAE20-02-C-0079**MOD/AMD****Name of Offeror or Contractor:** ATK GUN SYSTEMS COMPANY LLC

G-2

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)

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DRAWINGS AND DATA RESPONSIBILITY

The Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, drawings and data deficiencies (i) at any time during the performance of this contract, and (ii) for a period of three years thereafter, in accordance with the General Clause hereof entitled WARRANTY OF DATA.

H.2 GOVERNMENT FURNISHED TECHNICAL DATA AND PROPERTY

The Contractor shall upon completion or termination of the contract dispose of scrap material with property accounting procedure currently approved by the Property Administrator. This paragraph constitutes the direction of the Contracting Officer for the disposal of scrap from Government property, the reporting procedure, and the manner of crediting the proceeds, all as contemplated by paragraph (i) of the General Provision of this contract entitled "GOVERNMENT PROPERTY - TIME AND MATERIALS OR LABOR-HOURS CONTRACTS)".

H.3 ORIGINAL EFFORT REQUIREMENT

In accomplishing the effort required by this contract, the contractor agrees that he will not duplicate or otherwise provide efforts required to be performed under other Government contracts.

*** END OF NARRATIVE H 001 ***

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.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 003 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 003 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 003 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 14 of 22
	PIIN/SIIN DAAE20-02-C-0079	MOD/AMD

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

H-4 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
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 address for submission is HEMMENA@RIA.ARMY.MIL. The data fax number for submission is (309)782-6346, ATTN: TACOM-RI, AMSTA-LC-CSC-B, ADRIA HEMMEN.

(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)

H-5 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.

Shipped From:

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)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 15 of 22

PIIN/SIIN DAAE20-02-C-0079

MOD/AMD

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-7	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-8	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-9	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL/1996
I-10	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-11	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-12	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-13	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-14	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-15	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-16	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-17	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-18	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-19	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-20	52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG/1992
I-21	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-22	52.232-17	INTEREST	JUN/1996
I-23	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-24	52.232-20	LIMITATION OF COST	APR/1984
I-25	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-26	52.232-25	PROMPT PAYMENT	FEB/2002
I-27	52.233-1	DISPUTES	JUL/2002
I-28	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-29	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-30	52.242-13	BANKRUPTCY	JUL/1995
I-31	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-32	52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-33	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
I-34	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR- HOUR CONTRACTS) (DEVIATION)	JAN/1986
I-35	52.245-19	GOVERNMENT PROPERTY FURNISHED ["] AS IS ["]	APR/1984
I-36	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-37	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-38	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-39	52.248-1	VALUE ENGINEERING	FEB/2000
I-40	52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE IV	SEP/1996
I-41	52.249-14	EXCUSABLE DELAYS	APR/1984
I-42	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-43	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-44	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-45	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-46	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV/1995
I-47	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-48	252.227-7036 DFARS	CERTIFICATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-49	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-50	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991

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

Page 16 of 22

PIIN/SIIN DAAE20-02-C-0079

MOD/AMD

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-52	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-53	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-54	52.232-7	IF6179 WAS DELETED 17 DEC 02 AND REPLACED BY IF6141, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB/2002

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer.

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payment of cash, checks, or other forms of payment have been made for such purchased items or services.

(4) (i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance to the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall-- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim Payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provision of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contracting financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC

(End of Clause)

(IF6179)

I-55 52.243-7 NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within TO BE NEGOTIATED calendar days from the date the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) the identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within TO BE NEGOTIATED calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 19 of 22
	PIIN/SIIN DAAE20-02-C-0079	MOD/AMD
Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC		

which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

(End of clause)

(IF6156)

I-56 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I OCT/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 paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(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

(IF7209)

I-57 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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0079 MOD/AMD	Page 20 of 22
Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC		

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 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-58 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 21 of 22
	PIIN/SIIN DAAE20-02-C-0079	MOD/AMD
Name of Offeror or Contractor: ATK GUN SYSTEMS COMPANY LLC		

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-59 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(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-60 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-61 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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 22****PIIN/SIIN** DAAE20-02-C-0079**MOD/AMD****Name of Offeror or Contractor:** ATK GUN SYSTEMS COMPANY LLC

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD 1423)		002	
Attachment 001	STATEMENT OF WORK		003	
Attachment 002	CONTRACTOR'S BILLING RATES		001	
Attachment 003	DOCUMENT SUMMARY LIST		001	