

| | | | | |
|---|--|---|--|----------------------------|
| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA5 | Page 1 Of 34 |
| 2. Contract (Proc. Inst. Ident) No. DAAE20-02-C-0120 | | 3. Effective Date 2002SEP26 | 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 GENERAL DYNAMICS ARMAMENT SYSTEMS TEAM 128 LAKESIDE AVE BURLINGTON VT 05401-4985 | |
| e-mail address: HEMMENA@RIA.ARMY.MIL | | Code S4601A SCD C PAS NONE ADP PT HQ0337 | | |

| | | | | |
|--|--|---|--|----------------|
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GENERAL DYNAMICS ARMAMENT SYSTEMS 128 LAKESIDE AVENUE BURLINGTON VT 05401-4985 | | 8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below) | | |
| TYPE BUSINESS: Large Business Performing in U.S. | | 9. Discount For Prompt Payment | | |
| Code 05606 Facility Code | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | | Item 12 |
| 11. Ship To/Mark For SEE SCHEDULE | | 12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266 | | |
| Code 05606 Facility Code | | Code HQ0337 | | |

| | | | | |
|--|---|--|------------------|--|
| 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 ACRN: AA 9711XX824228580007458200659162DPTWB24001261100SCP | | |
| 15A. Item No. SEE SCHEDULE | 15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price | 15C. Quantity | 15D. Unit | 15E. Unit Price |
| | | | | 15F. Amount |
| | | | | KIND OF CONTRACT: Supply Contracts and Priced Orders |
| | | | | FMS REQUIREMENT |
| 15G. Total Amount Of Contract | | | | \$508,746.42 |

| (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 | 20 |
| 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 | 34 |
| X | D | Packaging and Marking | 9 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 10 | K | Representations, Certifications, and Other Statements of Offerors | | |
| X | F | Deliveries or Performance | 12 | L | Instrs., Conds., and Notices to Offerors | | |
| X | G | Contract Administration Data | 14 | M | Evaluation Factors for Award | | |
| X | H | Special Contract Requirements | 15 | | | | |

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. |
| 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 By _____ (Signature of person authorized to sign) | 20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) |
| 19c. Date Signed | 20C. Date Signed 2002SEP26 |

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION A - SUPPLEMENTAL INFORMATION

1. This Contract is for the purchase of the M197 Gun, NSN: 1005-00-369-9015. (See Section B of this Contract)
2. FOB Point is Origin and the Guns are to be delivered to the address called out in Section B.
3. Packaging shall be in accordance with Section D of this Contract.
4. After each shipment, a copy of the signed DD250 shall be faxed to TACOM-RI, Attention: Adria Hemmen, Area Code (309) 782-6346.
5. Clauses IA0728, "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan", and IF0069, "Small Business Subcontracting Plan", are hereby incorporated into the award document.
6. Accelerated deliveries are acceptable at no increase in cost to either party.
7. This document constitutes award of Contract DAAE20-02-C-0120 and is subject to the terms and conditions thereof.

*** END OF NARRATIVE A 001 ***

GENERAL DYNAMICS ARMAMENT AND TECHNICAL PRODUCTS IS HEREBY AUTHORIZED RENT FREE USE OF FACILITIES, SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT UNDER THE FOLLOWING CONTRACTS/PURCHASE ORDERS:

- F09603-86-H-3549 (U.S. AIR FORCE)
- DAAA09-93-E-0013 (U.S. ARMY)
- DAAA09-94-E-0003 (U.S. ARMY)
- N00383-96-G-025G (U.S. NAVY)

*** END OF NARRATIVE A 002 ***

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

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

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

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

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

(AA7020)

| | | |
|-----|--|----------|
| A-2 | 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI | APR/2002 |
|-----|--|----------|

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

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

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

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

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

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3224
 Electronic Mail Address: ombudsman@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)

A-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)

A-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 SPEC/STANDARD | LOCATION OF 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:

| | | |
|---|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0120 MOD/AMD | Page 4 of 34 |
| Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS | | |

(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)

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

- In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).
- In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).
- 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.
- 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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 34**

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

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.

(END OF CLAUSE)

(AS7010)

A-7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
 TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|------------|--|-------------|------------|-----------------|---------------|----------|-------------|-----|----------------|-------------|-----|---|-------------|--|--|--|--|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | |
| 0001 | <u>Supplies or Services and Prices/Costs</u> | | | | | | | | | | | | | | | | |
| 0001AA | <u>PRODUCTION QUANTITY</u> | 7 | EA | \$ 72,678.06000 | \$ 508,746.42 | | | | | | | | | | | | |
| | NSN: 1005-00-369-9015 NOUN: M197 20MM AUTOMATIC GUN FSCM: 19200 PART NR: 11838579 SECURITY CLASS: Unclassified PRON: R10A1R60M1 PRON AMD: 03 ACRN: AA CUSTOMER ORDER NO: N0038300ZU009 FMS CASE IDENTIFIER: TW-P-SCP | | | | | | | | | | | | | | | | |
| | <u>Packaging and Marking</u> | | | | | | | | | | | | | | | | |
| | <u>Inspection and Acceptance</u> | | | | | | | | | | | | | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | | | | | | | | | | | | | |
| | <u>Deliveries or Performance</u> | | | | | | | | | | | | | | | | |
| | DOC SUPPL | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>PTWB2400126110</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> </tbody> </table> | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 | PTWB2400126110 | Y00000 | M | | 3 | | | | |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | | | | | | | | | | | | |
| 001 | PTWB2400126110 | Y00000 | M | | 3 | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>PROJ CD</th> <th>BRK BLK PT</th> </tr> </thead> <tbody> <tr> <td></td> <td>XTWB00</td> </tr> </tbody> </table> | PROJ CD | BRK BLK PT | | XTWB00 | | | | | | | | | | | | |
| PROJ CD | BRK BLK PT | | | | | | | | | | | | | | | | |
| | XTWB00 | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>29-FEB-2004</td> </tr> <tr> <td>002</td> <td>2</td> <td>31-MAR-2004</td> </tr> <tr> <td>003</td> <td>4</td> <td>30-APR-2004</td> </tr> </tbody> </table> | DEL REL CD | QUANTITY | DEL DATE | 001 | 1 | 29-FEB-2004 | 002 | 2 | 31-MAR-2004 | 003 | 4 | 30-APR-2004 | | | | |
| DEL REL CD | QUANTITY | DEL DATE | | | | | | | | | | | | | | | |
| 001 | 1 | 29-FEB-2004 | | | | | | | | | | | | | | | |
| 002 | 2 | 31-MAR-2004 | | | | | | | | | | | | | | | |
| 003 | 4 | 30-APR-2004 | | | | | | | | | | | | | | | |
| | FOB POINT: Origin | | | | | | | | | | | | | | | | |
| | SHIP TO: <u>Contact DCMA for shipping instructions</u> | | | | | | | | | | | | | | | | |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 34****PIIN/SIIN** DAAE20-02-C-0120**MOD/AMD****Name of Offeror or Contractor:** GENERAL DYNAMICS ARMAMENT SYSTEMS

M197 GUNS ARE TO BE DELIVERED TO:

FRITZ COMPANY, INC.
1000 PORT CARTERET DRIVE
ATTN: MS. CARYN LAZARUS, PROJECTS SUPERVISOR
PHONE: 732-541-3320
CARTERET, NJ 07008

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
 THE GOVERNMENT TDP FOR THE COMPLETE M197 IS NOT UP TO DATE BECAUSE OF INACTIVITY/NONUSE IN PROCURING COMPLETE GUNS. THE USE OF GENERAL DYNAMICS ARMAMENT SYSTEMS TECHNICAL DATA AND TEST PROCEDURES FOR PROCUREMENT OF THE M197 GUNS IS ACCEPTABLE.

*** END OF NARRATIVE C 001 ***

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-------------------------|---|-------------|
| C-1 | 52.210-4511 TACOM-RI | STATEMENT OF WORK - OZONE DEPLETING CHEMICALS | MAR/1994 |

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

| | | |
|---------------------------|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0120 MOD/AMD | Page 9 of 34 |
|---------------------------|---|----------------------------|

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION D - PACKAGING AND MARKING

PACKAGING SHALL BE IN ACCORDANCE WITH DRAWING 823D196 (PACKAGE FOR M197 GUN) PROVIDED THE MIL-B-117, TYPE 1, CLASS E BARRIER BAG IS HEAT SEALED, THE HEAT SEAL IS NOT INDICATED ON THE DRAWING.

MARKING: ALL UNIT PACKAGES, INTERMEDIATE PACKS, EXTERIOR SHIPPING CONTAINERS, AND AS APPLICABLE, UNITIZED LOADS SHALL BE MARKED IN ACCORDANCE WITH MIL-STD-129, REVISION N, DATED 15 MAY 97, INCLUDING BAR CODING IN ACCORDANCE WITH ANSI/AIM-BCI, UNIFORM SYMBOLOGY SPECIFICATION CODE 39.

*** END OF NARRATIVE D 001 ***

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

Page 10 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION E - INSPECTION AND ACCEPTANCE

REFERENCE CLAUSE 52.246-4528, REWORK AND REPAIR OF NONCONFORMING MATERIAL. IN ACCORDANCE WITH FAR 46.407(d), "If the nonconformance is minor, the cognizant contract administration office may make the determination to accept or reject, except where this authority is withheld by the contracting office of the contracting activity. To assist in making this determination, the contract administration office may establish a joint contractor-contract administrative office review group. Acceptance of supplies and services with critical or major nonconformances is outside the scope of the review group."

*** END OF NARRATIVE E 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.

(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 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| 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.)

ISO 9001 AND Q9001-2000

(End of clause)

(EF6002)

| | | | |
|-----|-------------|---------------------------------|----------|
| E-5 | 52.245-4538 | GOVERNMENT FURNISHED AMMUNITION | OCT/2000 |
| | TACOM-RI | | |

a. Ammunition has been programmed to support contractual test requirements as follows:

24 ROUNDS, M54A1 HI PRESSURE TEST CARTRIDGE, NSN: 1305-00-308-5569, DODIC A892

40 ROUNDS, M51 DUMMY, NSN: 1305-01-161-7529, DODIC: A929

32,000 ROUNDS, PGU-27/8 TP, NSN: 1305-01-213-9656, DODIC: A678

b. Requests for all ammunition shall be submitted electronically to the contract specialist on DD Form 1348 no later than 45 days prior to desired delivery dates. The completed request may be submitted via one of the following methods to: electronic mail hemmena@ria.army.mil, or data fax 309-782-6346, with a copy furnished via one of the following methods to: electronic mail mosleya@tacom.army.mil, or data fax (810)574-7757.

c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions.

d. The contractor shall also copy furnish the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) the above ammunition and disposition requests.

(End of clause)

(ES6045)

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

Page 11 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMSE-6 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
TACOM-RI

MAY/1994

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

(End of Clause)

(ES7012)

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

Page 12 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION F - 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

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

(FA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-3 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| F-4 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | APR/1984 |
| F-5 | 52.247-61 | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS | APR/1984 |
| F-6 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991 |
| F-7 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

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

(FF7020)

| | | | |
|-----|-------------------------|----------------------------------|----------|
| F-8 | 52.247-4531 TACOM-RI | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
|-----|-------------------------|----------------------------------|----------|

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 34****PIIN/SIIN** DAAE20-02-C-0120**MOD/AMD**

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 14 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ | OBLG | JOB | ACCOUNTING | OBLIGATED |
|--------|------------|-----------|---|------------|---------------|
| ITEM | AMS CD | ACRN STAT | ORDER | STATION | AMOUNT |
| 0001AA | R10A1R60M1 | AA 2 | 9711XX824228580007458200659162DPTWB24001261100SCP | \$ | 508,746.42 |
| | | | | TOTAL | \$ 508,746.42 |

| SERVICE | ACCOUNTING | OBLIGATED |
|---------|---|---------------------|
| NAME | STATION | AMOUNT |
| Navy | 9711XX824228580007458200659162DPTWB24001261100SCP | \$ 508,746.42 |
| | | TOTAL \$ 508,746.42 |

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

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

Name _____

Address _____

City & State _____

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

(End of Clause)

(GS7015)

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 15 of 34 |
| | PIIN/SIIN DAAE20-02-C-0120 | MOD/AMD |

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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:

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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 | 52.246-4500 TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

(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 hemmena@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are 309-782-6346, (ATTN: ADRIA HEMMEN) 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:
 - COMMANDER
 - U.S. ARMY SECURITY ASSISTANCE CENTER
 - ATTN: DRSAC-OP
 - 3RD STREET & "M" AVENUE, BLDG 54
 - NEW CUMBERLAND ARMY DEPOT
 - NEW CUMBERLAND, PA 17070

(End of Clause)

(HS6510)

| | | | |
|-----|-------------------------|--|----------|
| H-4 | 52.245-4578 TACOM-RI | DEMILITARIZATION CLAUSE/ARTILLERY AND PROJECTORS (CATEGORY II(a) - MUNITIONS LIST) | FEB/2002 |
|-----|-------------------------|--|----------|

The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under to provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

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

Page 16 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

a. Guns over caliber .50; howitzers, cannons, mortars over 81MM, tank destroyers, grenade and rocket launchers other than man portable types, recoilless rifles over 106MM, torpedo tubes, aircraft external stores, pylons, launchers and ejector/release racks, Navy gun mounts, Navy gun turrets, and shipboard rocket launchers.

b. Key points to be demilitarized: Tubes and gun barrels, launching rails, receivers, breech blocks, breech chambers, breech couplings, breech rings, breech housing, breech yokes, breech plugs, trunnion blocks, firing mechanisms, release mechanisms, equilibrators, recoil mechanisms, torpedo tube muzzle and breech doors, turret rings, and armor plate.

c. Method and degree of demilitarization:

(1) Breeching, breech chambers, breech couplings, breech blocks, breech housing, breech yokes, breech plugs and firing mechanisms (gun and howitzers) will be cut through with the breech block in the closed position and through the firing mechanism. Equivalent cutting of the breech ring, breech chambers, breech block, and firing mechanism as separate items is acceptable.

(2) M3 and M24 Series 20MM automatic guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. Cutting will be performed in accordance with the following procedure:

(a) One cut through body of the receiver to the rear of the cradle (with bolt assembly remaining in the weapon if furnished with the assembly).

(b) One cut through the heavy portion of the barrel, the gas operating system and recoil spring.

(c) Torch the chamber opening in the barrel and forward portion of the bolt, if assembled in weapons, sufficiently to create a metal puddle.

(d) 20MM feeders will be demilitarized by cutting, shearing or crushing.

(e) Weapon accountability will be dropped on a unit basis after demilitarization has been completed.

(3) Receivers (30-MM guns) will be cut into three sections by cutting through the barrel support section, with a second cut through the slideways.

(4) Rocket launchers and grenade launchers extruded and cast aluminum construction lend themselves to destruction by crushing. Crushing will be accomplished by hydraulic or similar press or by placing on a hard surface and flattened by a steel track crawler type vehicle.

(5) Receivers (casing) (40-MM guns) will be cut completely through the casing body assembly near the rammer tray.

(6) Barrels (guns and howitzers) will be cut into two pieces, the cut being made as near the point of origin of the rifling as possible but not more than one-third of the barrel length from the breech face of the tube. Combat vehicle artillery will be cut just in front of the mantelet or shield.

(7) Trunnions, trunnion bearings, and trunnion bearing caps (not dissembled) will be cut completely through diagonally.

(8) Mortars will be cut by torch or crushed.

(a) When the cutting method is used, the tube will be cut into two pieces, the cut being made one-third of the length of the tube from the cap end. The cap will be cut into three pieces, the cut being made diagonally through the cap.

(b) When the crushing method is used, the mortar tube will be crushed (inner surfaces of the tube touching) for a distance of 8 inches, extending from base cap end toward muzzle end of tube. The base cap will be crushed until the largest diameter of cap is out of round by a minimum of 1 inch.

(9) Rocket launchers, including rails, will be cut, crushed, or broken to render them nonreclaimable.

(10) Military flame thrower mechanisms will be cut crushed or broken.

(11) Hydropneumatic recoil and equilibrators mechanisms.

WARNING: Demilitarization of recoil mechanisms and equilibrators must be accomplished by qualified personnel only.

(a) Prior to the release of hydropneumatic recoil and equilibrators mechanisms (which in a broad sense includes counter-recoil (recuperator) mechanisms) to the DPDO, reserve oil will be drained and nitrogen pressure released by technically qualified personnel in accordance with instructions in the pertinent technical manual.

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

WARNING: Oil and nitrogen release valves and drain plugs will be left open during cutting operations.

If the nitrogen pressure cannot be released due to a faulty valve, a 1/8 inch hole will be drilled by technically qualified personnel in the wall of the nitrogen cylinder 6 inches from the nitrogen end to release the pressure.

WARNING: Extreme caution should be exercised while drilling the hole in the nitrogen cylinder wall. A suitable safety shield should be used to protect personnel from the drill shavings that are expelled from the hole when drill enters the nitrogen cylinder. Protection should also be provided for eyes, face, arms, and hands of personnel performing the operation.

To prevent a possible internal buildup of oxygen and acetylene in the nitrogen cylinder during cutting operation, a 1/2 inch hole will be drilled 6 inches from the end of the nitrogen cylinder. To perform this operation on the 155MM, 175MM and 8-inch howitzer mechanisms, a section of the cover or housing unit must be cut away. (NOTE: If a 1/8 inch hole has been drilled (1 above), enlarge this hole to 1/2 inch.)

(b) Enlarge the 1/2 inch hole with a gas-cutting torch by removing a section of at least 2 square inches from the nitrogen or recuperator cylinder.

NOTE: If qualified explosives personnel are available, a satisfactory hole can be made by the use of a shaped charge instead of drilling and cutting with a torch.

(c) The recoil rod and counter-recoil rod, if present, will cut completely through and flush with the recoil and counter-recoil cylinder. Hydropneumatic equilibrators such as those on the 155MM and 175MM guns and 8-inch howitzer will be cut.

(12) Hydrospring recoil and equilibrator cylinder.

(a) Drain off from hydrospring recoil cylinders. On hydrospring cylinders, cut through cylinder lengthwise, the cut to be 4 inches or more in length and of sufficient depth to cut through at least two coils of the spring. Concentric-type recoil mechanisms will be cut through the cradle in the most accessible area, the cut to be of sufficient length and depth to cut at least two coils of the spring.

Warning: Hydrospring recoil and equilibrator mechanisms contain springs under high pressure; therefore, extreme caution must be exercised. Demilitarization must be performed by technically qualified personnel only. No attempt should be made to cut the cylinder in two pieces without prior release of spring tension.

(b) In the case of the 40MM automatic gun, proceed as in 1 through 4 below:

1. Remove the two drain plugs near the front of the recoil of the recoil cylinder(s) and drain the recoil oil.
2. At a point just behind the recoil cylinder attaching bracket, cut completely through tube of casing body assembly, recoil cylinder(s), and barrel assembly(s) (if barrel is installed on gun).
3. Open top cover(s) and cut longitudinally through top portion of breechring(s) and breechblock(s).
4. At a point between the front and rear loader guides, cut completely through breech casing body(s) and tray(s).

(c) In the case of the 37MM automatic gun, cut completely through the gun tube and counter-recoil (recuperator) mechanism, and cut completely through the middle of the trunnion bearing, trunnion, and trunnion bearing cap at a 45 degree angle.

(13) Spring-type equilibrators such as the type used on the 105MM howitzers of the M2-series will be cut through both inner and outer spring.

(14) Torpedo Tubes.

(a) If the ship is to be scrapped in the United States:

1. The breechring will be removed by cutting or sawing from the torpedo tube barrel. The point of cut in the barrel will be approximately 6 to 12 inches forward from face of the breechring.
2. All muzzle and breechdoors will be cut into two pieces of approximately equal sizes.

(b) If the ship is to be scrapped outside the United States:

1. Remove the breechdoor and cut in half.

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

- 2. Remove the rotating breechlocking ring and cut in half.
- 3. Cut the breech end of the tube approximately 6 to 12 inches from the breechface.
- 4. Secure the muzzle door operating shaft against movement by pinning it in place.

(15) Grenade projector mounts, grenade mounts, as used in M551 armored reconnaissance airborne vehicle will be demilitarized by cutting to destroy the firing solenoid.

(16) Navy gun mounts, Navy gun turrets, and other armored items. Cut armor into at least for approximately equal sized pieces to destroy integrity. Cut turret rings in two places.

(17) Top carriages and bottom carriages, mounts, and outriggers will be cut through below the trunnion bearings.

(18) Pylons and ejector/release racks will be cut across their breech and jettison openings. The area of release linkage will be crushed.

(19) Technical data will be demilitarized by burning, shredding or pulping.

d. Contractor Requirements:

- (1) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.
- (2) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.
- (3) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

NOTE: As an alternative method of demilitarization, any complete weapons and repair parts, key points included in this Item 2, which are small enough to fit in the furnace at Rock Island Arsenal (RIA) without cutting may be demilitarized by melting as outlined in the instruction contained in enclosure 'Demilitarization of Surplus Small Arms Weapons and Parts.' Exception is made to equilibrators and recoil mechanisms which will not be demilitarized by melting. The dimensions of the furnace firebox at RIA are: 4 feet 6 inches diameter by 4 feet deep.

(End of clause)

(HS7515)

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: _____

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 19 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

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 20 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION I - CONTRACT CLAUSES

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(IA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.203-3 | GRATUITIES | APR/1984 |
| I-2 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-3 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| 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 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-7 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-8 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-9 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATION | JUN/1999 |
| I-10 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN/2002 |
| I-11 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-12 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-13 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-14 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-15 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-16 | 52.225-8 | DUTY-FREE ENTRY | FEB/2000 |
| I-17 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL/2000 |
| I-18 | 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | JUN/2000 |
| I-19 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-20 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) | JAN/1991 |
| I-21 | 52.229-5 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR/1984 |
| I-22 | 52.232-1 | PAYMENTS | APR/1984 |
| I-23 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-24 | 52.232-11 | EXTRAS | APR/1984 |
| I-25 | 52.232-17 | INTEREST | JUN/1996 |
| I-26 | 52.232-23 | ASSIGNMENT OF CLAIMS - ALTERNATE I | APR/1984 |
| I-27 | 52.232-25 | PROMPT PAYMENT | FEB/2002 |
| I-28 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| I-29 | 52.233-1 | DISPUTES | JUL/2002 |
| I-30 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-31 | 52.242-4 | CERTIFICATION OF INDIRECT COSTS | JAN/1997 |
| I-32 | 52.242-10 | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| I-33 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-34 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| I-35 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAY/2002 |
| I-36 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| I-37 | 52.246-23 | LIMITATION OF LIABILITY | 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 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-41 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-42 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-43 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-44 | 252.209-7000 DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| I-45 | 252.215-7000 DFARS | PRICING ADJUSTMENTS | DEC/1991 |
| I-46 | 252.219-7003 DFARS | SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) | APR/1996 |
| I-47 | 252.223-7002 DFARS | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES | MAY/1994 |
| I-48 | 252.223-7003 DFARS | CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES | DEC/1991 |
| I-49 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| I-50 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/1991 |
| I-51 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| I-52 | 252.225-7010 DFARS | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS | AUG/2000 |
| I-53 | 252.225-7012 DFARS | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | APR/2002 |
| I-54 | 252.225-7014 DFARS | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I | MAR/1998 |
| I-55 | 252.225-7025 DFARS | RESTRICTION ON ACQUISITION OF FORGINGS | JUN/1997 |
| I-56 | 252.225-7028 DFARS | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS | DEC/1991 |
| I-57 | 252.225-7031 DFARS | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/1992 |
| I-58 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-59 | 252.232-7004 DFARS | DOD PROGRESS PAYMENT RATES | OCT/2001 |
| I-60 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| I-61 | 252.242-7003 DFARS | APPLICATION FOR U.S. GOVERNMENT SHIPPING | DEC/1991 |
| I-62 | 252.242-7004 DFARS | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM | DEC/2000 |
| I-63 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-64 | 252.243-7002 DFARS | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-65 | 252.245-7000 DFARS | GOVERNMENT FURNISHED MAPPING, CHARTING AND GEODESY PROPERTY | DEC/1991 |
| I-66 | 252.245-7001 DFARS | REPORTS OF GOVERNMENT PROPERTY | MAY/1994 |
| I-67 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | DEC/1991 |
| I-68 | 52.232-16 | PROGRESS PAYMENTS | FEB/2002 |

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -

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

Page 22 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

- (i) In accordance with the terms and conditions of a subcontract of invoice; and
- (ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless --
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to subcontractors or suppliers, except for--
- (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.
- (7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

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

Page 23 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the

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

Page 25 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress 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. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(End of Clause)

(IF6182)

I-69

52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

JUL/1995

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

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

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

(End of Clause)

(IF7210)

I-70

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.

| | | |
|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 26 of 34 |
| | PIIN/SIIN DAAE20-02-C-0120 | MOD/AMD |
| Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS | | |

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

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

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

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

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime 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-71 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

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

Page 27 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

I-72 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-73 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-74 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

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

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 28 of 34 |
| | PIIN/SIIN DAAE20-02-C-0120 MOD/AMD | |

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-75 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

I-76 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) - ALTERNATE I (91-DEV-44)(AL 93-10) APR/1984

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

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

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

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

g. Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g) means the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage -

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor or loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low-value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of-

(i) The lost, destroyed, or damaged Government property;

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

(ii) The time and origin of the loss, destruction or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government liability of the subcontractor for such loss, destruction, or damage.

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

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

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

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

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

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

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

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 32 of 34 |
| | PIIN/SIIN DAAE20-02-C-0120 | MOD/AMD |

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

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

(End of clause)

(IF7113)

I-77 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)

I-78 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
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 Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/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: _____

(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 -

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 33 of 34****PIIN/SIIN** DAAE20-02-C-0120**MOD/AMD****Name of Offeror or Contractor:** GENERAL DYNAMICS ARMAMENT SYSTEMS

(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)

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

Page 34 of 34

PIIN/SIIN DAAE20-02-C-0120

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS ARMAMENT SYSTEMS

SECTION J - LIST OF ATTACHMENTS

REFERENCE EXHIBIT A, CONTRACT DATA REQUIREMENTS LIST, PART A003 TITLED "TEST PROCEDURE/PHOSPHATE COATING PREPRODUCTION PROCEDURE". THE REQUIREMENT FOR SUBMISSION OF THE "TEST PROCEDURE/PHOSPHATE COATING PREPRODUCTION PROCEDURE" IS HEREBY DELETED FROM THE CONTRACT AWARD. THE CONTRACTOR IS AUTHORIZED USE OF THEIR TECHNICAL DATA SYSTEM IN LIEU OF THE GOVERNMENT TECHNICAL DATA PACKAGE AND IS REQUIRED TO PERFORM PHOSPHATE COATING IN ACCORDANCE WITH THEIR QUALITY SYSTEM.

*** END OF NARRATIVE J 001 ***

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|---|-------------|------------------------|-----------------------|
| Exhibit A | CDRL | 13-DEC-2000 | 005 | |
| Attachment 001 | DOCUMENT SUMMARY LIST | | 002 | |
| Attachment 002 | HAZARDOUS COMPONENT SAFETY DATA STATEMENT | 16-AUG-1985 | 003 | |
| Attachment 003 | HAZARDOUS COMPONENT SAFETY DATA STATEMENT | 12-MAY-1993 | 005 | |
| Attachment 004 | ACCOUNTABILITY INSTRUCTIONS | | 002 | |

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

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> |
|------------------------|---|-------------|------------------------|
| Attachment 1A | Instructions for Completing DD Form 1423 | JUN 90 | 1 Pg |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 01OCT88 | 2 Pgs |
| Attachment 4A | Guidance on Documentation of Contract Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |
| Attachment 6A | Data Delivery Description - Engineering Change Proposal | JUL 01 | 9 Pgs |
| Attachment 7A | Data Delivery Description - Notice of Revision | JUL 01 | 2 Pgs |
| Attachment 8A | Data Delivery Description - Request for Deviation | JUL 01 | 4 Pgs |

(End of Clause)

(JS7001)