

<b>AWARD/CONTRACT</b>	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 29
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2. Contract (Proc. Inst. Ident) No. DAAE20-02-D-0026	3. Effective Date 2001DEC06	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-AC-PCF-C SANDRA FITZER (309)782-5143 ROCK ISLAND IL 61299-7630	Code	W52H09	6. Administered By (If Other Than Item 5) DCMA CHICAGO P O BOX 66911 CHICAGO IL 60666-0911	Code	S1403A
e-mail address: SFITZER@RIA-EMH2.ARMY.MIL			SCD C PAS NONE	ADP PT HQ0339	

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) MARATHON TECHNOLOGIES INC 800 NICHOLAS BOULEVARD ELK GROVE VILLAGE IL 60007	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
TYPE BUSINESS: Other Small Business Performing in U.S.	Item 12
Code 4Y985	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code	HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	14. Accounting And Appropriation Data
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2004NOV30				15G. Total Amount Of Contract	\$0.00

16. Table Of Contents							
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Part I - The Schedule				Part II - Contract Clauses			
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**Contracting Officer Will Complete Item 17 Or 18 As Applicable**

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DAAE2001B0004</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer KRISTAN A MENDOZA MENDOZAK@RIA.ARMY.MIL (309)782-0243
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-02-D-0026 <b>MOD/AMD</b>	<b>Page 2 of 29</b>
<b>Name of Offeror or Contractor:</b> MARATHON TECHNOLOGIES INC		

SECTION A - SUPPLEMENTAL INFORMATION

THE US ARMY TANK AUTOMOTIVE & ARAMAMENTS COMMAND (TACOM), ROCK ISLAND SITE, HEREBY AWARDS A FIRM FIXED PRICE THREE YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT FOR THE FOLLOWING:

MARK 64 MOUNT, NSN: 1010-01-412-3159, CLIN 0001

THE IDIQ CONTRACT AND DELIVERY ORDER 0001 ARE HEREBY BEING AWARDED CONCURRENTLY.

1. FIRST ARTICLE TESTING IS REQUIRED ON CLIN 0001. THE FIRST ARTICLE TEST REPORT IS DUE 15 DECEMBER 2002
2. GOVERNMENT FURNISHED MANUALS FOR CLIN 0001, MK64 MOUNT WILL BE PROVIDED AS GOVERNMENT FURNISHED MATERIAL PRIOR TO SCHEDULED DELIVERIES.
3. THE F.O.B. IS ORIGIN
4. INSPECTION AND ACCEPTANCE IS SOURCE. (CONTRACTOR'S PLANT)
5. SEE ATTACHED SECTION B - SCHEDULE OF ITEM AND PRICES. THE PRICES IN THE ATTACHED PRICING SHEET ARE BINDING AND WILL BE USED FOR ANY FUTURE DELIVERY ORDERS.
6. ORDERING PERIODS ARE AS FOLLOWS:

DATE OF AWARD	THROUGH	30 NOVEMBER 2002
01 DECEMBER 2003	THROUGH	30 NOVEMBER 2003
01 DECEMBER 2004	THROUGH	30 NOVEMBER 2004

7. WHILE THE CONTRACTOR'S OFFER IS INCORPORATED INTO THE CONTRACT, FOR CONVENIENCE AND ADMINISTRATIVE EASE, PERTINENT PAGES OF THE CONTRACTOR'S OFFER DATED 2001 OCTOBER 31 IS HEEBY ATTACHED AS CONTRACT AWARD ATTACHMENT NUMBER 1.

ATTACHMENT NUMBER 1 CONSISTS OF 4 PAGES: (1) SIGNATURE PAGE - PAGE 1 OF 40, (2) CONTINUATION SHEET - PAGE 7 OF 40, (3) PRCING SHEET; AND (4) SECTION E QUALITY SYSTEM CLAUSE , PAGE 15 OF 40.

\*\*\* END OF NARRATIVE A 005 \*\*\*

For Local Clauses See: <https://aais.ria.army.mil>

<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
<p>(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.</p> <p>(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.</p> <p>(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.</p>		
(AA7020)		
A-2	52.210-4500 NOTICE OF PHOSPHATE COATING REQUIREMENT TACOM-RI	MAR/1988

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

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

A-3      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:

(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-4      52.215-4503      NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED      JUN/2001  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

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2. 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>).

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

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

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

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

(End of clause)

(AS7004)

A-5	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

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

(END OF CLAUSE)

(AS7010)

A-6	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

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

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code for this effort below:

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(End of clause)

(AS7012)

A-7            52.245-4576            NOTICE OF DEMILITARIZATION REQUIREMENT            MAR/1995  
                 TACOM-RI

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

(End of clause)

(AS7500)

A-8            52.246-4506            DELETED 7 AUG 01 WITHOUT REPLACEMENT            OCT/2000  
                 TACOM-RI

AS7025 WAS DELETED 7 AUG 01 WITHOUT REPLACEMENT

## SUMMARY OF PROCUREMENT

THIS NARRATIVE IS INTENDED TO HIGHLIGHT AND DRAW ATTENTION TO SOME OF THE IMPORTANT ASPECTS OF THIS INVITATION FOR BID (IFB). IT IS NOT INTENDED TO TAKE THE PLACE OF THE DETAILED TERMS CONTAINED IN THE IFB. PROSPECTIVE BIDDERS ARE CAUTIONED TO CAREFULLY STUDY THE ENTIRE IFB DOCUMENT BEFORE AND WHILE PREPARING BIDS.

THIS IS A TWO STEP INVITATION FOR BID.

## STEP ONE:

STEP ONE CONSISTS OF A REQUEST FOR, SUBMISSION, EVALUATION, AND POSSIBLE DISCUSSION OF SAMPLE WELDMENTS AND WELD PROCEDURES. NO PRICING OR PRICING INFORMATION IS INVOLVED IN THIS FIRST STEP.

BIDDERS SHOULD SUBMIT TECHNICAL PROPOSALS THAT ARE ACCEPTABLE WITHOUT ADDITIONAL EXPLANATION OR INFORMATION. THE GOVERNMENT MAY MAKE A FINAL DETERMINATION REGARDING A PROPOSAL'S ACCEPTABILITY SOLELY ON THE BASIS OF THE PROPOSAL AS SUBMITTED, AND THE GOVERNMENT MAY PROCEED WITH THE SECOND STEP WITHOUT REQUESTING FURTHER INFORMATION FROM ANY OFFEROR.

A NOTICE OF UNACCEPTABILITY WILL BE FORWARDED TO THE OFFEROR UPON COMPLETION OF THE PROPOSAL EVALUATION AND FINAL DETERMINATION OF UNACCEPTABILITY.

ONE TECHNICAL PROPOSAL MAY BE SUBMITTED. THE TECHNICAL PROPOSAL CONSISTING OF WELD SPECIMENS AND WELD PROCEDURES.

OFFERORS ARE DIRECTED TO SECTIONS L AND M OF THE INVITATION FOR BID (IFB) WHERE CRITICAL INFORMATION IS PROVIDED FOR THE PREPARATION OF YOUR PROPOSAL.

EVALUATIONS SHALL BE BASED ON THE CRITERIA SET FORTH IN SECTIONS L AND M. PROPOSALS SHALL BE CATEGORIZED AS:

1. ACCEPTABLE
2. REASONABLY SUSCEPTIBLE OF BEING MADE ACCEPTABLE; OR
3. UNACCEPTABLE

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ANY PROPOSAL WHICH MODIFIES, OR FAILS TO CONFORM TO THE ESSENTIAL REQUIREMENTS OR SPECIFICATIONS OF THE REQUEST FOR TECHNICAL PROPOSALS SHALL BE CONSIDERED NONRESPONSIVE AND CATEGORIZED AS UNACCEPTABLE.

IN STEP TWO, ONLY QUOTES BASED UPON TECHNICAL PROPOSALS DETERMINED TO BE ACCEPTABLE, WILL BE CONSIDERED FOR AWARD AND, EACH PRICE PROPOSAL IN THE SECOND STEP MUST BE BASED ON THE OFFEROR'S OWN TECHNICAL PROPOSAL. THE GOVERNMENT MAY PROCEED WITH THE SECOND STEP WITHOUT REQUESTING FURTHER INFORMATION FROM ANY OFFEROR; HOWEVER, THE GOVERNMENT MAY REQUEST ADDITIONAL INFORMATION FROM OFFERORS OF PROPOSALS THAT IT CONSIDERS REASONABLY SUSCEPTIBLE OF BEING MADE ACCEPTABLE, AND MAY DISCUSS PROPOSALS WITH THEIR OFFERORS.

ISSUANCE OF THE STEP TWO WILL BE MADE BY AN AMENDMENT TO THE SOLICITATION.

STEP ONE, TECHNICAL PROPOSALS MUST BE RECEIVED BY 16 JUL 01.

EACH OFFEROR SHALL SUBMIT SAMPLE WELD COUPONS REFLECTING THE WELDING JOINT IDENTIFIED IN THE FOLLOWING ATTACHED DRAWINGS AND IN ACCORDANCE WITH IMIL-STD-1261C AND FORMAT IAW AWS D.1.1.

EACH OFFEROR SHALL SUBMIT ONE SAMPLE OF THE COMPONENTS IDENTIFIED BELOW REPRESENTATIVE OF THE WELDED JOINT IDENTIFIED IN THE FOLLOWING DRAWINGS. COUPONS OF LIKE MATERIALS MAY BE SUBSTITUTED FOR ACTUAL PARTS. THE SAME BASE AND FILLER MATERIAL REQUIRED IN THE TDP SHALL BE USED FOR WELD SAMPLES. IF RESTRAINING IS REQUIRED IN PRODUCTION, THE SAME PROCESS SHALL BE USED TO PRODUCE THE WELD SAMPLES. WELD PROCEDURES AND WELDER QUALIFICATIONS SHALL ALSO BE SENT TO THE PCO, PRIOR TO PRODUCTION, FOR APPROVAL. (SEE ATTACHMENT 3)

1. DRAWING 5830056, ZONE B-6, 3/16 FILLET, JOINING ITEM 1 TO 3.
2. DRAWING 5830058 SHEET 1, ZONE A-5, JOINING ITEM 10 TO 8.
3. DRAWING 5830058 SHEET 2, ZONE G-5, JOINING ITEM 7 TO 2.
4. DRAWING 12929159 SHEET 2, ZONE E-2, JOINING ITEM 2 TO 3.
5. DRAWING 12012070 SHEET 1, ZONE C-6, JOINING ITEM 1 TO 2
6. DRAWING 6650753, ZONE E-6 , JOINING ITEM 1 TO 2.

ALL PROPOSED WELD PROCESSES MUST BE EVALUATED. IF AN OFFEROR PLANS TO USE A GMAW, GTAW, FCAW, ETC., PROCESS AND THE WELDMENTS MENTIONED ABOVE DO NOT INCLUDE ALL OF THE PLANNED WELD PROCESSES, THE OFFEROR SHALL SUBMIT IN ADDITION TO THE ABOVE SAMPLES, A WELD JOINT REPRESENTATIVE OF THE SEPARATE WELD PROCESS. THOSE ADDITIONAL SAMPLES ARE TO BE INCLUDED WITH THE ABOVE MENTIONED SAMPLES.

WELD COUPONS AND PROCEDURES ARE TO BE SUBMITTED TO: COMMANDER, ARDEC  
PICATINNY ARSENAL  
AMSTA-AR-WEA, ATTN: ROGER STANTON/DAAE20-01-B-0004  
BLDG 355  
DOVER, NJ 07806-5000

COPY FURNISH TRANSMITTAL LETTER TO TACOM-ROCK ISLAND, ATTN: AMSTA-AC-CSCA, SANDRA FITZER

THIS SOLICITATION WILL RESULT IN A INDEFINITE DELIVERY INDEFINITE QUANTITIES CONTRACT (IDIQ) FOR THREE ORDERING PERIODS FOR THE ITEM IDENTIFIED IN THE SUPPLIES/SERVICES SCHEDULE OF THIS SOLICITATION.

THE FOLLOWING QUANTITIES ARE THE GUARANTEED MINIMUM QUANTITIES TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENT THE "MINIMUM QUANTITIES", AS DEFINED BY AND REFERENCE IN FAR AND DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION EITHER IN FULL TEXT OR BY REFERENCE. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT THE TIME OF AWARD. ALL OTHER ESTIMATED BUY QUANTITIES ARE ESTIMATES ONLY, AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

CLIN	GUARANTEED MINIMUM QUANTITIES
0001	2,047

A MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES, AS SHOWN IN THE PRICING TABLES AT ATTACHMENT 001 ARE PROVIDED SOLEY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITIES ARE EXECUTED. ALSO, SEE CLAUSE IF6029, ORDER LIMITATIONS, FAR 52.216-19.

THE STATED MINIMUM ORDERING RANGE QUANTITIES, OTHER THAN THE STATED GUARANTEED MINIMUM QUANTITIES, ARE NOT GUARANTEED BUY QUANTITIES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER THE STATED MINIMUMS OR MAXIMUMS BEYOND THE QUARANTEED

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MINIMUM QUANTITIES. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

THE PROPOSED UNIT PRICES FOR ALL QUANTITIES, BOTH GUARANTEED MINIMUM QUANTITIES AND THE INDEFINITE QUANTITIES, SHALL BE MARKED IN THE TABLE IN ATTACHEMNT 001.

ORDERING PERIODS SHALL BE IN ONE YEAR INCREMENTS

ORDERING PERIOD 1 - SEPTEMBER 2001 - AUGUST 2002  
ORDERING PERIOD 2 - SEPTEMBER 2002 - AUGUST 2003  
ORDERING PERIOD 3 - SEPTEMBER 2003 - AUGUST 2004

NOTE: SEE SECTION M FOR TRANSPORTATION EVALUATION CLAUSE

\*\*\* END OF NARRATIVE A 001 \*\*\*

THE PURPOSE OF THIS AMENDMENT IS TO CHANGE THE OPENING DATE TO AGREE WITH THE SUBMISSION OF WELD SAMPLES AND ADD SECTION C - DRAWINGS/SPECIFICATIONS:

1. THE OPENING DATE IS CHANGE FROM 2001 JUL 02 TO 2001 JUL 11.
2. SECTION C - DRAWINGS/SPECIFICATIONS FOR THE MK64 IS ADDED AS ATTACHMENT 010.

\*\*\* END OF NARRATIVE A 002 \*\*\*

THE PURPOSE OF THIS AMENDMENT IS TO CLARIFY THE OPENING DATE AND THE DATE OF WELD SPECIMEN SUBMISSION.

1. THE OPENING DATE SHOULD READ 2001 JUL 11.
2. THE WELD SPECIMEN SUBMISSION SHOULD READ 2001 JUL 11.

BOTH THE OPENING DATE AND WELD SPECIMEN SUBMISSION SHOULD READ 2001 JUL 11.

\*\*\* END OF NARRATIVE A 003 \*\*\*

THE PURPOSE OF THIS AMENDMENT IS TO MAKE THE FOLLOWING CHANGES:

1. STEP 2, PRICING, ON SOLICITATION DAAE20-01-B-0004 IS BEING ISSUED TO THOSE CONTRACTORS THAT HAVE BEEN NOTIFIED THAT THEY HAVE BEEN MADE ACCEPTABLE ON STEP 1, TECHNICAL ON THIS SOLICITATION. NO OTHER BIDS/BIDDERS WILL BE ACCEPTED.
2. PLEASE NOTE ON THE ATTACHED PRICE EVALUATION SPREADSHEET FOR THE MK64 MOUNT THAT THE GUARANTEED MINIMUM QUANTITY HAS BEEN CHANGED TO 3,900 EACH MK64 MOUNTS. ALSO, PLEASE NOTE THAT THE ORDER QUANTITY RANGES AND THE WEIGHTS ASSOCIATED WITH THOSE QUANTITIES HAVE ALSO BEEN CHANGED.
3. THE OPENING DATE FOR STEP 2 PRICING IS 01 NOVEMBER 2001. ALL BIDS ARE TO BE RECEIVED BY 4:00 CENTRAL STANDARD TIME BY ELECTRONIC MAIL. NO EXCEPTIONS. PLEASE NOTE THAT ALL AMENDMENTS TO THE SOLICITATION SHOULD BE ACKNOWLEDGED AND ALL APPROPRIATE DATA FILLED OUT AND SUBMITTED WITH YOUR BID. LATE BIDS WILL BE HANDLED IN ACCORDANCE WITH FAR 14.304.
4. ATTACHED IS THE NEW PACKAGING REQUIREMENTS SHEET FOR NSN 1010-01-412-3159 DATED 23 JUL 01 WITH SPECIAL

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

PACKAGING INSTRUCTION (SPI) 12972474 (3 PAGES).

5. TECHNICAL MANUALS AND TECHNICAL BULLETINS WILL BE PROVIDED AS GOVERNMENT FURNISHED MATERIAL.

6. DELIVERY SCHEDULE AND QUANTITIES FOR THE MK64 MOUNT IS AS FOLLOWS:

FIRST ARTICLE - (PARTS AND QUANTITIES AS SPECIFIED IN SECTION E) 12 MONTHS AFTER CONTRACT AWARD

DELIVERY SCHEDULE 50 EACH 6 MONTHS AFTER FIRST ARTICLE

75 EACH 7 MONTHS

100 EACH 8 MONTHS

125 EACH 9 MONTHS

150 EACH 10 MONTHS

200 EACH 11 MONTHS

250 EACH THEREAFTER EVERY MONTH UNTIL THE END OF QUANTITIES

7. THE THREE ORDERING PERIODS WILL RUN IN 12 MONTH INCREMENTS. FIRST STARTING FROM DATE OF AWARD(01 DEC 01 - 30 NOV 02 AND WILL RUN CONSECUTIVELY THEREAFTER.

\*\*\* END OF NARRATIVE A 004 \*\*\*

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN 0001 MK64 MOD 9 MOUNTS - SEE ATTACHED CONTRACTOR'S PRICING SHEET

CLIN 0002 DATA REQUIREMENTS AS REQUIRED IN SOLICITATION DAAE20-02-B-0026

\*\*\* END OF NARRATIVE B 001 \*\*\*

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

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

None

(BA6701)

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - 12972474 dated 04/04/00. SEE ATTACHED

(CS6100)

C-2	52.210-4501 TACOM-RI	PHOSPHATE COATING REQUIREMENT	MAR/2001
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The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-AC-CSC-A, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

C-3	52.247-4504 TACOM-RI	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR SHIPMENTS	MAY/1993
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(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitivity category or explosive class identified under DOD 5100.76M and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC).

(b) Shipper's Defense Contract Management District/Area Operations (DCMD/DCMAO) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

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(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of statement of work)

(CS7115)

C-4            52.248-4502            DELETED JUL 01 AND REPLACED BY CS7110, CONFIGURATION MANAGEMENT            MAR/1999  
                 TACOM-RI            DOCUMENTATION

CS7108 WAS DELETED IN JUL 01 AND REPLACED BY CS7110, CONFIGURATION MANAGEMENT DOCUMENTATION

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## SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision -1-, Date -2- and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY  
Level of Packing: B  
Quantity Per Unit Package: 001  
SPI Number: 12972474, REV B, DATE 4 SEP 97

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -6-, Date -7-, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbolology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

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## SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001

a. The first article shall consist of:

PART NUMBER	NOMENCLATURE	QUANTITY
12972474	MK64 MOUNT MOD 9	THE FIRST ARTICLE SHALL CONSIST OF 5 EACH OF THE FOLLOWING
5830052	CARRIAGE AND CRADLE	ITEMS TO BE INSPECTED TO ALL CONTRACT REQUIREMENTS. IF
12929150	BRACKET MOUNTING ASSY	A PROTECTIVE COATING IS APPLIED, AN ADDITIONAL 3 EACH PIECES
5830128	MECHANISM ASSY, ELEVATING	SHALL BE REQUIRED TO INSPECT TO RESPECTIVE SPECIFICATION
6650759	CATCH BAG/FRAME ASSY	REQUIREMENTS. IF THE ITEM IS A SUBASSEMBLY OR ASSEMBLY, 5 EACH
12012061	ADAPTER, PINTLE: UNIVERSAL	OF THE INDIVIDUAL PARTS THAT MAKE UP THE SUBASSEMBLY OR
12929159	WELDMENT BRACKET	ASSEMBLY (LESS MS PARTS, SCREWS, WASHERS, SPRINGS, KEYS,
6650722	BRASS/LINK CATCH BAG	PINS OR NUTS) SHALL ALSO BE REQUIRED TO BE INSPECTED TO ALL
6108396	PLATE, SERRATED	CONTRACT REQUIREMENTS.
6650489	ADJUSTABLE ARM	
6650561	ARM SERRATED PLATE	
12012062	ADAPER, PINTLE: SUBASSEMBLY	
12012063	BODY, PINTLE ADAPTER	
12012070	PINTLE ADAPTER, ARM ASSY	
5830056	CARRIAGE	
5830058	CRADLE	
5830113	PINTLE	
5174123	RING, CLICK, TRAVERSING MECHANISM	
6166497	YOKE, UPPER ELEVATING SCREW	
5139987	LEVER, TRAVERSING SLIDE, LOCK	
5174125	SCREW, TRAVERSING	

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

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAWC.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-4            52.246-4025            DELETED 7 AUG 01 AND REPLACED BY EF6002            OCT/2000  
TACOM-RI  
ES7025 WAS DELETED 7 AUG 01 AND REPLACED BY EF6002

E-5            52.246-4503            ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL            JAN/1999  
TACOM-RI            PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.

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(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

E-6            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
TACOM-RI

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)

E-7            52.246-4531            ACCEPTANCE INSPECTION EQUIPMENT (AIE)            MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.



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

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

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

(1) \_\_\_\_\_ NOT CERTIFIED

(2) \_\_\_\_\_ CERTIFIED

(i) \_\_\_\_\_ DATE OF CERTIFICATION

(ii) \_\_\_\_\_ CERTIFYING ACTIVITY

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

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

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

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

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

(End of Clause)

(ES7016)

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## SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-4	52.247-31	F.O.B. ORIGIN, FREIGHT ALLOWED	JUN/1988
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
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)

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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 [fitzers@ria.army.mil](mailto:fitzers@ria.army.mil) and [AMSTA-LC-CTRL@ria.army.mil](mailto:AMSTA-LC-CTRL@ria.army.mil). The data fax numbers for submission are (309)7826016, ATTN: SANDRA FITZER AND (309) 782-8054 (ATTN: Louise Kalal).

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

(End of Clause)

(HS6510)

H-4	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

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

(End of clause)

(HS7506)

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## SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-5	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-6	52.214-26	AUDIT AND RECORDS - SEALED BIDDING	OCT/1995
I-7	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-8	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-9	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-10	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-11	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-12	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-13	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
I-14	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-15	52.232-1	PAYMENTS	APR/1984
I-16	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-17	52.232-11	EXTRAS	APR/1984
I-18	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-19	52.232-17	INTEREST	JUN/1996
I-20	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-21	52.232-25	PROMPT PAYMENT	MAY/2001
I-22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-23	52.233-1	DISPUTES	DEC/1998
I-24	52.233-1	DISPUTES - ALTERNATE I	DEC/1998
I-25	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-26	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-27	52.242-11	F.O.B. - GOVERNMENT BILLS OF LADING OR INDICIA MAIL	FEB/1993
I-28	52.242-13	BANKRUPTCY	JUL/1995
I-29	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-30	52.248-1	VALUE ENGINEERING	FEB/2000
I-31	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-32	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-33	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-34	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-35	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-36	252.219-7011 DFARS	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
I-37	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-38	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-39	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-40	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-41	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-42	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS	MAR/1998
I-43	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-44	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-45	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-46	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-47	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-48	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ORDERING PERIODS AS FOLLOWS:

ORDERING PERIOD 1	-	SEPTEMBER 2001 - AUGUST 2002
ORDERING PERIOD 2	-	SEPTEMBER 2002 - AUGUST 2003
ORDERING PERIOD 3	-	SEPTEMBER 2003 - AUGUST 2004

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-49	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \*\*SEE BELOW the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor

(1) Any order for a single item in excess of \*\*\*SEE BELOW

(2) Any order for a combination of items in excess of N/A or

(3) A series of orders from the same ordering office within 30 DAYS days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

\*\*

CLIN	MINIMUM QUANTITIES	MAXIMUM QUANTITIES
0001	600	3,600

(End of Clause)

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(IF6029)

I-50            52.216-22            INDEFINITE QUANTITY            OCT/1995

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

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

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

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

(End of clause)

(IF6036)

I-51            52.203-7            ANTI-KICKBACK PROCEDURES            JUL/1995

(a) Definitions.

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

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

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

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

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

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

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

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(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-52	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

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

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

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

I-53	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING	OCT/1995
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(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.804-2(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.804-1 applies.

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(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data. (2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of Clause)

(IF7242)

(a) The requirements of paragraphs (b) and (c) of this clause shall (1) become operative only for any modification to this

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contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), and (2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection FAR 15.804-4 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1).

(End of Clause)

(IF7243)

I-55 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING JAN/1986

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.

(End of Clause)

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.

(IF7603)

I-56 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-57 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.

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

(End of clause)

(IF7220)

I-58            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:

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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.

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(End of Clause)

(IF7221)

I-59            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of clause)

(IF7016)

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I-60            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.dema.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 --

- (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)

I-61            252.243-7000            IA7010 WAS DELETED 1 OCT 01 WITHOUT REPLACEMENT (ENGINEERING CHANGE            SEP/1999  
DFARS            PROPOSALS)  
IA7010 WAS DELETED 1 OCT 01 WITHOUT REPLACEMENT (252.243-7000)

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS		002	
Attachment 001	PRICE EVALUATION WORKSHEET	06-APR-2001	001	
Attachment 002	DOCUMENT SUMMARY LIST		001	
Attachment 003	WELDMENT SAMPLE DRAWINGS		009	
Attachment 004	ENGINEERING CHANGE PROPOSAL LOS2007	10-APR-2000	017	
Attachment 005	ENGINEERING CHANGE PROPOSAL LOS2049	05-APR-2001	006	
Attachment 006	ENGINEERING CHANGE PROPOSAL LOS3047	08-JAN-2001	015	
Attachment 007	ENGINEERING CHANGE PROPOSAL LOS3052	08-JAN-2001	003	
Attachment 008	ENGINEERING CHANGE PROPOSAL LOS3056	26-JAN-2001	010	
Attachment 009	ENGINEERING CHANGE PROPOSAL LOS3057	26-JAN-2001	008	
Attachment 010	SECTION C - DRAWING/SPECIFICATIONS		003	