

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. Contract/Purch Order/Agreement No.</b>  DAAE20-02-P-0121	<b>2. Delivery Order/Call No.</b>	<b>3. Date Of Order/Call (YYYYMMDD)</b>  2002JAN09	<b>4. Requisition/Purch Request No.</b>  SEE SCHEDULE	<b>5. Priority</b>  DOA5
--	-----------------------------------	--	---	--------------------------------

<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-B PHYLLIS LINGAFELTER (309)782-3625 ROCK ISLAND IL 61299-7630  EMAIL: SMITHP3@RIA.ARMY.MIL	<b>Code</b>	W52H09	<b>7. Administered By (If other than 6)</b> DCMA GRAND RAPIDS RIVERVIEW CENTER BLDG 678 FRONT AVE NW GRAND RAPIDS MI 49504-5352	<b>Code</b>	S2303A	<b>8. Delivery FOB</b>  <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other
			<b>SCD A</b>	<b>PAS NONE</b>	<b>ADP PT SC1012</b>	<b>(See Schedule if other)</b>

<b>9. Contractor</b>  TOUCHSTONE SYSTEMS AND SERVICES L C 1817 PORTER STREET SW WYOMING MI 49509  Name and Address  TYPE BUSINESS: Other Small Business Performing in U.S.	<b>Code</b>	OYMJ2	<b>Facility</b>	<b>10. Deliver To FOB Point By (Date) (YYYYMMDD)</b>  SEE SCHEDULE	<b>11. X If Business Is</b> <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
				<b>12. Discount Terms</b>	
				<b>13. Mail Invoices To the Address in Block</b>	See Block 15

<b>14. Ship To</b> SEE SCHEDULE	<b>Code</b>		<b>15. Payment Will Be Made By</b> DFAS COLUMBUS CENTER DFAS-CO/MINUTEMAN DIVISION PO BOX 182266 COLUMBUS OH 43218-2266	<b>Code</b>	SC1032	<b>Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2</b>
------------------------------------	-------------	--	---	-------------	--------	---

<b>16. Type of Order</b>	<b>Delivery/Call</b>	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	<b>Purchase</b>	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein.
	X	Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.

Name Of Contractor	Signature	Typed Name And Title	Date Signed (YYYYMMDD)
--------------------	-----------	----------------------	------------------------

If this box is marked, supplier must sign Acceptance and return the following number of copies:

<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE					FMS REQUIREMENT
<b>18. Item No.</b>	<b>19. Schedule Of Supplies/Service</b> SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price	<b>20. Quantity Ordered/ Accepted*</b>	<b>21. Unit</b>	<b>22. Unit Price</b>	<b>23. Amount</b>
	KIND OF CONTRACT: Supply Contracts and Priced Orders				

<b>* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</b>	<b>24. United States Of America</b>  By: KATHLEEN L LANNAN /SIGNED/ LANNANK@RIA.ARMY.MIL (309)782-6444	<b>25. Total</b>	\$60,803.05
	<b>Contracting/Ordering Officer</b>	<b>29. Differences</b>	

<b>26. Quantity In Column 20 Has Been</b>  <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted  _____ Date Signature Of Authorized Govt Representative	<b>27. Ship. No.</b>	<b>28. D.O. Voucher No.</b>	<b>30. Initials</b>	<b>33. Amount Verified Correct For</b>
	<input type="checkbox"/> Partial <input type="checkbox"/> Final			<b>34. Check Number</b>
<b>36. I certify this account is correct and proper for payment</b>  _____ Date Signature And Title Of Certifying Officer	<b>31. Payment</b>  <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	<b>32. Paid By</b>		<b>35. Bill Of Lading No.</b>

<b>37. Received At</b>	<b>38. Received By</b>	<b>39. Date Received</b>	<b>40. Total Containers</b>	<b>41. S/R Account Number</b>	<b>42. S/R Voucher No.</b>
------------------------	------------------------	--------------------------	-----------------------------	-------------------------------	----------------------------

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-02-P-0121 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 11
---------------------------	--	----------------------------

**Name of Offeror or Contractor:** TOUCHSTONE SYSTEMS AND SERVICES L C

SUPPLEMENTAL INFORMATION

PLEASE NOTE THE REVISED SECTION E CLAUSES CONTAINED IN THIS AWARD DOCUMENT. THIS SUPERSEDES THE SECTION E CLAUSES CONTAINED IN THE ORIGINAL SOLICITATION DAAE20-00-T-0225. ALL OTHER CLAUSES, TERMS AND CONDITIONS REMAIN IN FULL EFFECT.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-02-P-0121 MOD/AMD

Name of Offeror or Contractor: TOUCHSTONE SYSTEMS AND SERVICES L C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS																																		
0001AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6625-01-048-9677                      NOUN: M92 TEST SET                      FSCM: 19200                      PART NR: 9325901                      SECURITY CLASS: Unclassified                      PRON: J50A2A09M1 PRON AMD: 01 ACRN: AA                      AMS CD: JBK011                      FMS CASE IDENTIFIER: EG-B-JBK</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><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>BEG02N81959001</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>XEG000</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <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>30-SEP-2002</td> </tr> </tbody> </table> </p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-02-P-0121/0000</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BEG02N81959001	Y00000	M		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>						XEG000				DEL REL CD	QUANTITY	DEL DATE	001	1	30-SEP-2002	1	SE	\$ 8,686.15000	\$ 8,686.15
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	BEG02N81959001	Y00000	M		1																														
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	
		XEG000																																	
DEL REL CD	QUANTITY	DEL DATE																																	
001	1	30-SEP-2002																																	
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6625-01-048-9677                      NOUN: M92 TEST SET                      FSCM: 19200                      PART NR: 9325901                      SECURITY CLASS: Unclassified                      PRON: J51A2A16M1 PRON AMD: 01 ACRN: AB                      AMS CD: VAQ007                      FMS CASE IDENTIFIER: SN-B-VAQ</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><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>BSNV2410459002</td> <td>DXXVAQ</td> <td>L</td> <td>DSNV00</td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BSNV2410459002	DXXVAQ	L	DSNV00	1		<u>PROJ CD</u>	<u>BRK BLK PT</u>				2	SE	\$ 8,686.15000	\$ 17,372.30												
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	BSNV2410459002	DXXVAQ	L	DSNV00	1																														
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-02-P-0121 MOD/AMD

Name of Offeror or Contractor: TOUCHSTONE SYSTEMS AND SERVICES L C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
	<p style="text-align: center;">DSNV00</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"><u>DEL REL CD</u></td> <td style="width: 33%;"><u>QUANTITY</u></td> <td style="width: 33%;"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">2</td> <td>30-SEP-2002</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: CO D 3 149TH AVIATION REGIMENT                      TEXAS ARMY NATIONAL GUARD                      1005 LAKECREST DRIVE                      GRAND PRAIRIE TX 75051-3496</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-02-P-0121/0000</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2	30-SEP-2002																																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																													
001	2	30-SEP-2002																																													
0003	<u>Supplies or Services and Prices/Costs</u>																																														
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6625-01-048-9677                      NOUN: M92 TEST SET                      FSCM: 19200                      PART NR: 9325901                      SECURITY CLASS: Unclassified                      PRON: J51A2A18M1 PRON AMD: 01 ACRN: AC                      AMS CD: JDG013                      FMS CASE IDENTIFIER: TH-B-JDG</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BTHF4M10259035</td> <td>BA4JDG</td> <td>L</td> <td>BTHF00</td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td colspan="3"></td> </tr> <tr> <td></td> <td colspan="5" style="text-align: center;">BTH004</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="2"></td> <td><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">1</td> <td colspan="2"></td> <td>30-SEP-2002</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: CONTRACTOR SHALL REQUEST SHIPPING                      INSTRUCTION FROM COGNIZANT DCMAO                      TRANSPORTATION OFFICE AT LEAST 10                      DAYS IN ADVANCE OF ACTUAL SHIPPING                      DATE.</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-02-P-0121/0000</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BTHF4M10259035	BA4JDG	L	BTHF00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>					BTH004					<u>DEL REL CD</u>	<u>QUANTITY</u>			<u>DEL DATE</u>		001	1			30-SEP-2002		1	SE	\$ 8,686.15000	\$ 8,686.15
DOC	SUPPL																																														
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																										
001	BTHF4M10259035	BA4JDG	L	BTHF00	3																																										
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																													
	BTH004																																														
<u>DEL REL CD</u>	<u>QUANTITY</u>			<u>DEL DATE</u>																																											
001	1			30-SEP-2002																																											
0004	<u>Supplies or Services and Prices/Costs</u>																																														

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-02-P-0121 MOD/AMD

Name of Offeror or Contractor: TOUCHSTONE SYSTEMS AND SERVICES L C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6625-01-048-9677                      NOUN: M92 TEST SET                      FSCM: 19200                      PART NR: 9325901                      SECURITY CLASS: Unclassified                      PRON: J51A2A28M1 PRON AMD: 01 ACRN: AD                      AMS CD: CDA038                      FMS CASE IDENTIFIER: S4-B-CDA</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BS4D9N03349031</td> <td>BXXCDA</td> <td>L</td> <td>BS4D00</td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>BS4D00</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2002</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: ATTN CAPT LEONEL GONZALEZ                      USMILGP COLOMBIA LOG MISSION                      UNIT NO 5140                      APO AA 34038</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-02-P-0121/0000</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BS4D9N03349031	BXXCDA	L	BS4D00	1		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BS4D00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	30-SEP-2002				1	SE	\$ 8,686.15000	\$ 8,686.15
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																				
001	BS4D9N03349031	BXXCDA	L	BS4D00	1																																				
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																							
		BS4D00																																							
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																							
001	1	30-SEP-2002																																							
0005	<p><u>Supplies or Services and Prices/Costs</u></p>																																								
0005AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6625-01-048-9677                      NOUN: M92 TEST SET                      FSCM: 19200                      PART NR: 9325901                      SECURITY CLASS: Unclassified                      PRON: J59A2B55M1 PRON AMD: 01 ACRN: AE                      AMS CD: VAW002                      FMS CASE IDENTIFIER: SN-B-VAW</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL</p>	2	SE	\$ 8,686.15000	\$ 17,372.30																																				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-02-P-0121 MOD/AMD

Name of Offeror or Contractor: TOUCHSTONE SYSTEMS AND SERVICES L C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
REL CD 001	<u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> BSNF4591099003    DA9VAW    L    DSNF00    2 <u>PROJ CD</u> <u>BRK BLK PT</u> DSN009				
DEL REL CD 001	<u>QUANTITY</u> <u>DEL DATE</u> 1    30-SEP-2002				
FOB POINT: Destination  SHIP TO: <u>Contact DCMA for shipping instructions</u>  MARK FOR: 2 FORWARD SUPPLY BASE REPUBLIC OF SINGAPORE AIR FORCE SEMBAWANG AIR BASE SINGAPORE 2677					
<u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0121/0000					
DOC REL CD 002	SUPPL <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> BSNV4591099004    DA9VAW    L    DSNV00    2 <u>PROJ CD</u> <u>BRK BLK PT</u> DSN009				
DEL REL CD 001	<u>QUANTITY</u> <u>DEL DATE</u> 1    30-JUN-2004				
FOB POINT: Destination  SHIP TO: <u>Contact DCMA for shipping instructions</u>  MARK FOR: CO D 3 149TH AVIATION REGIMENT TEXAS ARMY NATIONAL GUARD 1005 LAKECREST DRIVE GRAND PRAIRIE TX 75051-3496					
<u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0121/0000					

**Name of Offeror or Contractor:** TOUCHSTONE SYSTEMS AND SERVICES L C

INSPECTION AND ACCEPTANCE

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.245-4577 TACOM-RI	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988

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

	National Stock Number	Quantity	Cost	Unit of Each	Iss
a. Item Nomenclature					
M130 DISPENSER	1095-01-036-6886	ONE	\$3254.00	EACH	

b. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-CM-8-, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

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

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

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

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

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

(End of clause)

(ES6551)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 8 of 11**

**PIIN/SIIN** DAAE20-02-P-0121

**MOD/AMD**

**Name of Offeror or Contractor:** TOUCHSTONE SYSTEMS AND SERVICES L C

CONTRACT ADMINISTRATION DATA

LINE	PRON/ ITEM	AMS CD	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	J50A2A09M1		AA	2		9711 X8242EG01X6V6V01JBK 01131E1EGS11116 JBK011	09FA09	W52H09	\$ 8,686.15
0002AA	J51A2A16M1		AB	2		9711 X8242SN01X6V6V01VAQ 00731E1SNS11116 VAQ007	19FA16	W52H09	\$ 17,372.30
0003AA	J51A2A18M1		AC	2		9711 X8242TH01X6V6V01JDG 01331E1THS11116 JDG013	19FA18	W52H09	\$ 8,686.15
0004AA	J51A2A28M1		AD	2		9711 X8242S401X6V6V01CDA 03831E1S4S11116 CDA038	19FA28	W52H09	\$ 8,686.15
0005AA	J59A2B55M1		AE	2		9711 X8242SN01X6V6V01VAW 00231E1SNS11116 VAW002	99FB55	W52H09	\$ 17,372.30
								TOTAL	\$ 60,803.05

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242EG01X6V6V01JBK 01131E1EGS11116	W52H09	\$ 8,686.15
Army	AB	9711 X8242SN01X6V6V01VAQ 00731E1SNS11116	W52H09	\$ 17,372.30
Army	AC	9711 X8242TH01X6V6V01JDG 01331E1THS11116	W52H09	\$ 8,686.15
Army	AD	9711 X8242S401X6V6V01CDA 03831E1S4S11116	W52H09	\$ 8,686.15
Army	AE	9711 X8242SN01X6V6V01VAW 00231E1SNS11116	W52H09	\$ 17,372.30
			TOTAL	\$ 60,803.05

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-02-P-0121 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 11
<b>Name of Offeror or Contractor:</b> TOUCHSTONE SYSTEMS AND SERVICES L C		

CONTRACT CLAUSES

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

2	52.245-19	GOVERNMENT PROPERTY FURNISHED ["AS IS"]	APR/1984
3	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (91-DEV-44) (AL 93-10)	DEC/1989

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 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 intended 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.

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

Page 10 of 11

PIIN/SIIN DAAE20-02-P-0121

MOD/AMD

**Name of Offeror or Contractor:** TOUCHSTONE SYSTEMS AND SERVICES L C

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.

(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. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

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.

l. 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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-02-P-0121 <b>MOD/AMD</b>	<b>Page 11 of 11</b>
<b>Name of Offeror or Contractor:</b> TOUCHSTONE SYSTEMS AND SERVICES L C		

(IF7112)