

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 7
2. Contract (Proc. Inst. Ident) No. DAAE20-03-C-0082		3. Effective Date 2003MAY16	4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-A CATHY MENDOZA (309)782-1258 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789	
e-mail address: MENDOZAC@RIA.ARMY.MIL		SCD B PAS NONE ADP PT HQ0338		

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) F N MANUFACTURING INC 797 CLEMSON ROAD COLUMBIA SC 29229		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE		
TYPE BUSINESS: Large Business Performing in U.S.		9. Discount For Prompt Payment		
Code 3S679		Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:
11. Ship To/Mark For XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199		Code W31G1Z	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data ACRN: AA 21 32033000031D1D03P32105631E1 S28017 W52H09		

15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
15G. Total Amount Of Contract → \$2,385,250.00					

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	7
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement			J	List of Attachments	
	D	Packaging and Marking		Part IV - Representations And Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries or Performance			L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	6		M	Evaluation Factors for Award	
	H	Special Contract Requirements					

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer 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 2003MAY16
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

Name of Offeror or Contractor: F N MANUFACTURING INC

SECTION A - SUPPLEMENTAL INFORMATION

1. FNMI's ceiling price resulting from DAAE2003R0119 is hereby accepted and this contract is awarded as an undefinitized contract award which is to be definitized on a firm fixed price basis in accordance with the terms and conditions of this contract. The total price as stated below represents the ceiling price and is subject to downward negotiations only at time of definitization. The total ceiling price is for this entire contract is \$4,770,500.00. This contract is funded at 50% of the \$4,770,500.00 or \$2,385,250.00. The Government's maximum liability for this contract is \$2,385,250.00.

2. The definitization schedule is as follows:

Projected date to begin negotiations	15 Jul 03
Projected submission date for Cost and Pricing Data	11 Aug 03
Projected completion date of negotiations	22 Aug 03
Estimated date of contract definitization	15 Sep 03

4. The definitization contract will be a firm fixed price supply contract for the production of 1,363 each M249 Machine Guns (the exact configuration to be determined by the Government prior to definitization). The total ceiling price of \$4,770,500.00 represents a unit price of \$3,500.00; however, this unit price is for the M249 configuration with the Monoblock barrel and the ECP sling. The ceiling price for the M249 configuration with the standard barrel and standard sling is \$3,209.69.

5. Based on the clause entitled "Government Furnished Ammunition", ES6045 of the solicitation the following is provided to support the award.

<u>Noun</u>	<u>NSN</u>	<u>DODIC</u>	Total Rounds
M232 inert	1305-00-926-1876	A076	1,640
M855 Ball	1305-01-457-4589	AA33	55,800
M855 Linked	1305-01-258-8692	A062	145,600
M855/M856 Linked	1305-01-252-0153	A064	140,800
M193	1305-00-926-3970	A066	49,200

6. Due to the importance and applicability to this ceiling priced action, FAR Clause 52.216-24, Limitation of Government Liability, Clause IF6056 and 52.216-25, Contract Definitization, Clause IF6062 are hereby incorporated into this award document in full text.

7. All other clauses, terms and conditions from solicitation DAAE20-03-R-0119 shall apply to this award.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0082 MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																								
0001	NSN: 1005-01-127-7510 FSCM: 19200 PART NR: 9348199 SECURITY CLASS: Unclassified																																								
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NOUN: MACHINE GUN, 5.56MM (SAW) PRON: BW3A10271A PRON AMD: 01 ACRN: AA AMS CD: 32105632027 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="264 1024 846 1073"> <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>W52H093027A150</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>3</td> </tr> </tbody> </table> <table border="1" data-bbox="264 1077 769 1444"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>50</td> <td>30-JUN-2003</td> </tr> <tr> <td>002</td> <td>150</td> <td>31-JUL-2003</td> </tr> <tr> <td>003</td> <td>125</td> <td>29-AUG-2003</td> </tr> <tr> <td>004</td> <td>125</td> <td>30-SEP-2003</td> </tr> <tr> <td>005</td> <td>125</td> <td>31-OCT-2003</td> </tr> <tr> <td>006</td> <td>125</td> <td>28-NOV-2003</td> </tr> <tr> <td>007</td> <td>50</td> <td>31-DEC-2003</td> </tr> </tbody> </table> FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H093027A150	W31G1Z	J		3	DEL REL CD	QUANTITY	DEL DATE	001	50	30-JUN-2003	002	150	31-JUL-2003	003	125	29-AUG-2003	004	125	30-SEP-2003	005	125	31-OCT-2003	006	125	28-NOV-2003	007	50	31-DEC-2003	750	EA	\$ UNDEFINITIZED	\$ 2,385,250.00
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007	50	31-DEC-2003																																							
0002	<u>PRODUCTION QUANTITY</u> SECURITY CLASS: Unclassified																																								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0082 MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>NOUN: M249 MACHINE GUN WITH INTEGRATED RAIL</p> <p>Qty of 549 each</p> <p>DELIVERY SHIP TO ADDRESSES WILL BE DETERMINED AT A LATER DATE</p> <p>(End of narrative B001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: M249 MACHINE GUN WITH INTEGRATED RAIL</p> <p>Qty of 1 each</p> <p>DELIVERY SHIP TO ADDRESSES WILL BE DETERMINED AT A LATER DATE</p> <p>(End of narrative B001)</p>				
0004	<p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: M249 MACHINE GUN WITH INTEGRATED RAIL</p> <p>Qty of 63 each</p> <p>DELIVERY SHIP TO ADDRESSES WILL BE DETERMINED AT A LATER DATE</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN DAAE20-03-C-0082 **MOD/AMD**

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Name of Offeror or Contractor: F N MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN DAAE20-03-C-0082

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	BW3A10271A	AA	1	21	32033000031D1D03P32105631E1	S28017	3RM965	W52H09	\$ 2,385,250.00
32105632027									
								TOTAL	\$ 2,385,250.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>	<u>AMOUNT</u>	
Army	AA	21	32033000031D1D03P32105631E1	S28017	W52H09	\$ 2,385,250.00	
						TOTAL	\$ 2,385,250.00

Name of Offeror or Contractor: F N MANUFACTURING INC

SECTION I - CONTRACT CLAUSES

Regulatory Cite	Title	Date
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I-1	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,385,250.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,385,250.00 dollars.

(End of clause)

(IF6056)

I-2	52.216-25	CONTRACT DEFINITIZATION	OCT/1997
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(a) A Firm Fixed Price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

(1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract,

(2) all clauses required by law on the date of execution of the definitive contract, and

(3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is:

Projected date to begin negotiations	15 Jul 03
Projected submission date for Cost and Pricing Data	11 Aug 03
Projected completion date of negotiations	22 Aug 03
Estimated date of contract definitization	15 Sep 03

(c) If agreement on a definitive contract to supersede this letter is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by the law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

(IF6062)