

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 8
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2. Contract (Proc. Inst. Ident) No. W52H09-04-C-0039	3. Effective Date 2003DEC12	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C KATHY A WARNER (309)782-3148 ROCK ISLAND IL 61299-7630	Code W52H09	6. Administered By (If Other Than Item 5) DCMA TWIN CITIES BISHOP HENRY WHIPPLE FEDERAL BLDG 1 FEDERAL DRIVE, ROOM 1150 FORT SNELLING MN 55111-4007	Code S2401A
e-mail address: WARNERK@RIA.ARMY.MIL		SCD C PAS NONE	ADP PT HQ0339

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) ALLIANT TECHSYSTEMS INC 4700 NATHAN LANE PLYMOUTH, MN. 55442-2512 TYPE BUSINESS: Large Business Performing in U.S.	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)	
To The Address Shown In: Item 12	
Code 1PYT8	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 97 X4930AC9G 6D 2571 S11116 W52H09
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Time-and-Materiels	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Service Contracts					

15G. Total Amount Of Contract	\$250,000.00
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16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	6
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	5		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.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer VICKI AHLGRIM AHLGRIMV@RIA.ARMY.MIL (309)782-3220
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2003DEC12

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MOD/AMD

Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

1. CONTRACT IS AWARDED AS A TIME AND MATERIAL FOR ONE BASIC YEAR WITH OPTIONS TO EXTEND TWO ADDITIONAL YEARS.
2. THE PROPOSED FULLY BURDENED LABOR RATES HAVE BEEN REVIEWED BY DCAA AND ARE ACCEPTABLE IN ACCORDANCE WITH THE FORWARD PRICING RATE AGREEMENT (04-04) DATED 15SEP03. ATK'S PROPOSED PROFIT/FEE RATE OF 12% HAS BEEN ACCEPTED.
3. THE MAJOR COMPONENTS TO BE REPAIRED ARE AS FOLLOWS:

DISPLAY UNIT (DU)	7025-01-307-5519	12561802
DU W/CONTAINER	7025-01-411-1801	12927707-5
DU CONTROL PANEL	1290-01-361-1350	12561687
EL DISPLAY	5890-01-380-7624	12561708
POWER CONDITIONING UNIT (PCU)	6130-01-307-5527	12561743
PCU W/CONTAINER	6130-01-412-3678	12927707-4
PCU ACCESS COVER	5340-01-362-1601	12561698
VEHICLE MOTION SENSOR (VMS) SENSOR	5895-01-356-0205	12561737
VMS MODEM CIRCUIT CARD ASSEMBLY	5998-01-355-7324	12561843
4. THE CONTRACT DURATION WILL BE: DATE OF AWARD - 31MAR2004
1ST OPTION: 01APR2004 - 31MAR2005
2ND OPTION: 01APR2005 - 31MAR2006
5. THE CONTRACTOR WILL NOT PERFORM REPAIRS BEYOND 31MAR2006 UNLESS IT IS TO CONTINUE WORK ON UNITS ALREADY IN PROCESS, UNLESS AUTHORIZED IN WRITING FROM THE CONTRACTING OFFICER.
6. IN ACCORDANCE WITH FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS, 5 PERCENT OF THE AMOUNTS DUE, BUT THE TOTAL AMOUNT WITHHELD SHALL NOT EXCEED \$50,000.
7. COMMERCIAL ASSET VISIBILITY (CAV) (CLIN 0002) WILL BE INCORPORATED INTO THIS AWARD AS SOON AS GOVERNMENT FUNDING BECOMES AVAILABLE.
8. THE ATTACHED AMCCOM FORM 71-R, LISTING OF GOVERNMENT-OWNED PROPERTY CURRENTLY BEING UTILIZED FOR CONTRACT DAAE20-98-C-0025, IS TO BE TRANSFERRED TO THIS CONTRACT UPON COMPLETION OF IN PROCESS REPAIRS FOR DAAE20-98-C-0025.
9. CLAUSES 52,216-7, ALLOWABLE COST AND PAYMENT AND 52.242-3, PENALTIES FOR UNALLOWABLE COSTS ARE BEING INCORPORATED INTO THE CONTRACT.
10. ALLIANT TECHSYSTEM'S GROUND RULES AND ASSUMPTIONS/STATEMENT OF WORK IS BEING INCORPORATED INTO THE AWARD EXCEPT FOR ATK'S REQUEST TO DELETE THE 5% WITHOLDING MENTIONED IN PARAGRAPH 6 ABOVE. ACCEPTANCE WILL BE ACCOMPLISHED VIA QAR SIGNATURE ON ATK'S INTERNAL PERFORMANCE AND COST REPORT IN ACCORDANCE WITH CDRL A005 AND/OR DD250.
11. THE CONTRACTOR'S SUBCONTRACTING PLAN HAS BEEN REVIEWED AND IS APPROVED AND HEREBY INCORPORATED INTO THIS AWARD.

*** END OF NARRATIVE A 003 ***

Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	SECURITY CLASS: Unclassified													
0001AA	<p>SERVICES LINE ITEM</p> <p>NOUN: PALADIN AFCS REPAIR PRON: M13OP218M1 PRON AMD: 01 ACRN: AA AMS CD: 060015KFZYO</p> <p>LABOR RATES FOR:</p> <p>REPAIR 1ST PERIOD OF PERFORMANCE: DATE OF AWARD THROUGH 31MAR2004</p> <p>REPAIR 1ST OPTION: 01APR2004 THROUGH 31MAR2005</p> <p>REPAIR 2ND OPTION: 01APR2005 THROUGH 31MAR2006</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-MAR-2004</td> </tr> </table> <p>\$ 250,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAR-2004				\$ 250,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-MAR-2004												
0003	<p>DATA ITEM</p> <p>NOUN: CDRL (DD FROM 1423) SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **									

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Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>JOB</u> ORDER <u>NUMBER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	M13OP218M1 060015KFZYO	AA	2	97 X4930AC9G 6D	2571 S11116		W52H09 \$	250,000.00
							TOTAL	\$ 250,000.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	97 X4930AC9G 6D	2571 S11116	W52H09	\$ 250,000.00
				TOTAL	\$ 250,000.00

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Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-2	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing Costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractor, provided payments will be made--

(1) In accordance with the terms and conditions of a subcontractor or invoice; and

(2) Ordinarily prior to the submission of the Contractor's next payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

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Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final indirect costs rates and the appropriate bases shall be established with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the periods for which the rates apply.

(iii) the periods for which the rates apply.

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days ((or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5)of this clause, the Contracting Officer may -

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

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Name of Offeror or Contractor: ALLIANT TECHSYSTEMS INC

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in the form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

End of Clause

(IP6083)