

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 12
2. Contract (Proc. Inst. Ident) No. W52H09-04-C-0090		3. Effective Date 2004MAY06	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 e-mail address: MENDOZAC@RIA.ARMY.MIL		Code W52H09	6. Administered By (If Other Than Item 5) DCMA ATLANTA 2300 LAKE PARK DRIVE SUITE 300 SMYRNA GA 30080 Code S1103A	
			SCD C 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 RD COLUMBIA, SC. 29229-4340 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)		Item 12
Code 3S679		Facility Code		

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264		Code HQ0338
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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 SEE SECTION G		
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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					FMS REQUIREMENT
15G. Total Amount Of Contract					\$9,555,580.00

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	11
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	12
	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	10		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 JERRY L YOWELL YOWELLJ@RIA.ARMY.MIL (309)782-6736	
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed	20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2004MAY06

Name of Offeror or Contractor: F N MANUFACTURING, INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. This contract is awarded for a quantity of 3,979 each 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. This contract award includes a 50% option as described on a page clause 52.217-6 on pages 26 and 27 of the solicitation. This option is not being exercised at this time; however the option price is subject to downward adjustment during price definitization negotiations.

2. FNMI's proposed ceiling price under W52H09-04-R0108 is hereby accepted. 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 for this entire contract is \$13,162,532.00. This contract is funded at 72.5% of the \$13,162,532.00 or \$9,555,580.00. The Government's maximum liability for this contract is \$9,555,580.00.

3. The definitization schedule is as follows:

Projected date to begin negotiations	17 May 04
Projected completion date of negotiations	21 May 04
Estimated date of contract definitization	31 May 04

4. The definitization contract will be a firm fixed price supply contract for the production of 3979 each M249 Machine Guns (the exact configuration to be determined by the Government prior to definitization). The total ceiling price of \$13,162,532.00 represents a unit price of \$3,308.00. This unit price is for the M249 configuration with the Monoblock barrel and black ECP sling; however, the unit price is subject to downward adjustment regardless of the configuration selected by the Government.

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	162,492
M855 Linked	1305-01-258-8692	A062	415,800
M855/M856 Linked	1305-01-252-0153	A064	423,225
M193	1305-00-926-3970	A066	140,217

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. Subject to downward adjustment only, FNMI proposed a unit price of \$3,410.00 for the 50% option quantity. This unit price is for the monoblock barrel and black ECP sling. This is an option clause and the Government is under no legal obligation to exercise its rights under the contract's options clause.

8. All other clauses, terms and conditions from solicitation W52H09-04-R-0108 shall apply to this award.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-C-0090 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	<p><u>ARMY</u></p> <p>NOUN: MACHINE GUN, 5.56MM (SAW) PRON: BW4A1025M1 PRON AMD: 04 ACRN: AA AMS CD: 32105632025</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"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></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> </tr> <tr> <td>001</td> <td>W52H093335T900</td> <td>W31G1Z</td> <td>J</td> <td>3</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> </tr> <tr> <td>001</td> <td>111</td> <td>31-MAY-2004</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>200</td> <td>30-JUN-2004</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>200</td> <td>30-JUL-2004</td> <td></td> <td></td> </tr> <tr> <td>004</td> <td>187</td> <td>31-AUG-2004</td> <td></td> <td></td> </tr> <tr> <td>005</td> <td>200</td> <td>30-SEP-2004</td> <td></td> <td></td> </tr> <tr> <td>006</td> <td>200</td> <td>30-OCT-2004</td> <td></td> <td></td> </tr> <tr> <td>007</td> <td>102</td> <td>30-NOV-2004</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>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</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W52H093335T900	W31G1Z	J	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	111	31-MAY-2004			002	200	30-JUN-2004			003	200	30-JUL-2004			004	187	31-AUG-2004			005	200	30-SEP-2004			006	200	30-OCT-2004			007	102	30-NOV-2004			1200	EA	\$ UNDEFINITIZED	\$ 3,969,600.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-C-0090 MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p><u>AIR FORCE</u></p> <p>NOUN: M249 MACHINE GUN PRON: U14A1A40M1 PRON AMD: 03 ACRN: AB CUSTOMER ORDER NO: FD20600440838M</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 REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 FD206033528011 SW3120 L 3 DEL REL CD QUANTITY DEL DATE 001 118 30-DEC-2004 002 100 30-JAN-2005 003 100 28-FEB-2005 004 100 31-MAR-2005 005 100 30-APR-2005 006 100 28-MAY-2005 007 100 28-JUN-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (SW3120) DEF DIST DEPOT ANNISTON TRANS OFFICER 256-235-6031 7 FRANKFORD AVE BLDG 362 ANNISTON AL 36201-4199</p>	718	EA	\$ UNDEFINITIZED	\$ 2,375,144.00
0003	<p>NSN: 1005-01-127-7510 FSCM: 19200 PART NR: 9348199 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>MARINE CORP</u></p> <p>NOUN: M249 SAW PRON: T14A1A48M1 PRON AMD: 02 ACRN: AC CUSTOMER ORDER NO: M954500442040</p>	812	EA	\$ UNDEFINITIZED	\$ 2,686,096.00

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Name of Offeror or Contractor: F N MANUFACTURING, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0003AB	<p>SHIP TO ADDRESS:</p> <p>TRAFFIC MANAGEMENT OFFICER DEFENSE DISTRIBUTION DEPOT (DDAG) TMO BLDG 1221, BAY 5 MCLB MARKED FOR: WEAPONS WAREHOUSE BLDG #1340, DOOR 9, ATTN: MS. BUTTS MARINE CORPS LOGISTICS BASE</p> <p>(End of narrative B001)</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> <p>DOC SUPPL</p> <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>W52H094035T901</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</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>98</td> <td>30-NOV-2004</td> </tr> <tr> <td>002</td> <td>132</td> <td>30-DEC-2004</td> </tr> <tr> <td>003</td> <td>100</td> <td>30-JAN-2005</td> </tr> <tr> <td>004</td> <td>100</td> <td>28-FEB-2005</td> </tr> <tr> <td>005</td> <td>100</td> <td>31-MAR-2005</td> </tr> <tr> <td>006</td> <td>100</td> <td>30-APR-2005</td> </tr> <tr> <td>007</td> <td>100</td> <td>28-MAY-2005</td> </tr> <tr> <td>008</td> <td>82</td> <td>30-JUN-2005</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY</u></p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H094035T901	Y00000	M		3	DEL REL CD	QUANTITY	DEL DATE	001	98	30-NOV-2004	002	132	30-DEC-2004	003	100	30-JAN-2005	004	100	28-FEB-2005	005	100	31-MAR-2005	006	100	30-APR-2005	007	100	28-MAY-2005	008	82	30-JUN-2005				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																							
001	W52H094035T901	Y00000	M		3																																							
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Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-C-0090 MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CUSTOMER ORDER NO: 1052251138</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H094043T900 W31G1Z J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 7 28-JUN-2005</p> <p>FOB POINT: Origin</p> <p>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</p>				
0005AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M249 SAW PRON: W14A1A12M1 PRON AMD: 02 ACRN: AF AMS CD: 32203020034 CUSTOMER ORDER NO: DSPSPDEAV0311</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H094014T900 W31G1Z J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10 28-JUN-2005</p> <p>FOB POINT: Origin</p> <p>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</p>	10	EA	\$ UNDEFINITIZED	\$ 33,080.00

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Name of Offeror or Contractor: F N MANUFACTURING, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M249 SAW PRON: WF4A1A10M1 PRON AMD: 03 ACRN: AG CUSTOMER ORDER NO: N001640300305</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 N001644118T900 N00164 L 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 3 30-JUL-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (N00164) CRANE DIV NAVAL SURFACE WARFARE CNT 300 HIGHWAY 361 SUPPLY OPERATIONS BLDG 41 RECEIVING CRANE IN 47522-5001</p>	3	EA	\$ UNDEFINITIZED	\$ 9,924.00
0006	<p><u>FMS REQUIREMENTS</u></p> <p>NSN: 1005-01-127-7510 FSCM: 19200 PART NR: 9348199 SECURITY CLASS: Unclassified</p>				
0006AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M249 MACHINE GUN PRON: J54A1G12M1 PRON AMD: 02 ACRN: AH AMS CD: CDD013 FMS CASE IDENTIFIER: S4-B-CDD</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	39	EA	\$ UNDEFINITIZED	\$ 129,012.00

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Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-C-0090 MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BS4A9532819026 TXXCDD L TS4A00 3 <u>PROJ CD BRK BLK PT</u> TS4A00 <u>DEL REL CD QUANTITY DEL DATE</u> 001 39 30-JUL-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: ATTN NAS LOGISTICS ADVISOR NAS NARCOTICS AFFAIRS SECTION AMERICAN EMBASSY UNIT 5127 APO AA 34038-5000</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M249 MACHINE GUN PRON: J54A1G32M1 PRON AMD: 02 ACRN: AJ AMS CD: ARI010 FMS CASE IDENTIFIER: S4-B-ARI</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 <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BS4A9532229002 TXXARI L TS4A00 1 <u>PROJ CD BRK BLK PT</u> TS4A00 <u>DEL REL CD QUANTITY DEL DATE</u> 001 96 30-JUL-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: ATTN NAS LOGISTICS ADVISOR NAS NARCOTICS AFFAIRS SECTION AMERICAN EMBASSY UNIT 5127 APO AA 34038-5000</p>	96	EA	\$ UNDEFINITIZED	\$ 317,568.00

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PIIN/SIIN W52H09-04-C-0090

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
0001AA	BW4A1025M1 32105632025 A14P30251DBW	AA	2	21 42033000041D1D03P32105631E1 S28017	4RM905	W52H09 \$	3,969,600.00	
0002AA	U14A1A40M1 FD20600440838M	AB	2	57 4630110000H8436E835701Z0012100000000000672300		F0330L \$	2,375,144.00	
0003AA	T14A1A48M1 M954500442040	AC	2	17 46110922203106785400674432D22201300004MP42040		\$	2,686,096.00	
0004AA	BW4A2025M1 32105632025 A14P30251DBW	AD	2	21 42033000041D1D03P3210562516 S28017	4RM905	W52H09 \$	12,000.00	
0005AA	W12A2VJ8M1 32102472028 1052251138	AE	2	21 22033000026D6D02P32102431E1 S11116	292VJ8	W52H09 \$	23,156.00	
0005AB	W14A1A12M1 32203020034 DSPSPDEAV0311	AF	2	21 42033000046D6D02P32203031E1 S11116	492A12	W52H09 \$	33,080.00	
0005AC	WF4A1A10M1 N001640300305	AG	2	97 XX4930NH1J0007777700001642F00000048480MP00305		\$	9,924.00	
0006AA	J54A1G12M1 CDD013 J54W3988DC01	AH	2	9711 X8242S401X6V6V01CDD 01331E1S4S11116	492G12	W52H09 \$	129,012.00	
0006AB	J54A1G32M1 ARI010 J54W3967DC01	AJ	2	9711 X8242S401X6V6V01ARI 01031E1S4S11116	492G32	W52H09 \$	317,568.00	
TOTAL							\$	9,555,580.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 42033000041D1D03P32105631E1 S28017	W52H09	\$ 3,969,600.00
Air Force	AB	57 4630110000H8436E835701Z0012100000000000672300	F0330L	\$ 2,375,144.00
Marine Corps	AC	17 46110922203106785400674432D22201300004MP42040		\$ 2,686,096.00
Army	AD	21 42033000041D1D03P3210562516 S28017	W52H09	\$ 12,000.00
Army	AE	21 22033000026D6D02P32102431E1 S11116	W52H09	\$ 23,156.00
Army	AF	21 42033000046D6D02P32203031E1 S11116	W52H09	\$ 33,080.00
Navy	AG	97 XX4930NH1J0007777700001642F00000048480MP00305		\$ 9,924.00
Army	AH	9711 X8242S401X6V6V01CDD 01331E1S4S11116	W52H09	\$ 129,012.00
Army	AJ	9711 X8242S401X6V6V01ARI 01031E1S4S11116	W52H09	\$ 317,568.00
TOTAL				\$ 9,555,580.00

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

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MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING, INC.

SECTION I - CONTRACT CLAUSES

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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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 \$9,555,580.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$9,555,580.00 dollars.

(End of clause)

(IF6056)

I-2	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
	DFARS		

(a) A Firm Fixed Price Definitize 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 underfinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a -2-____ proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows:

Projected date to begin negotiations	17 May 04
Projected completion date of negotiations	21 May 04
Estimated date of contract definization	31 May 04

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, 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 underfinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by 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 paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Firm Fixed Price contract in no event to exceed \$13,162,532.00._____

End of clause

(IA6715)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 12**

PIIN/SIIN W52H09-04-C-0090

MOD/AMD

Name of Offeror or Contractor: F N MANUFACTURING, INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST			
Attachment 001	DOCUMENT SUMMARY LIST			
Attachment 002	ACCOUNTABILITY INSTRUCTIONS			
Attachment 003	HAZARDOUS COMPONENTS SAFETY DATA STATEMENT #1948			
Attachment 004	HAZARDOUS COMPONENTS SAFETY DATA STATEMENT #10118			
Attachment 005	HAZARDOUS COMPONENTS SAFETY DATA STATEMENT #1728			
Attachment 006	DOCUMENT SUMMARY LIST STATEMENT OF WORK			