ORDER FOR SUPPLIES OR SERVICES

Form Approved

1. Contract/Purch Order No.	2. Delivery Order No.	3. Date Of Order	4. Requisition/Purch Request No.	5. Certified for National Defense Under DMS Reg 1 Priority
DAAE20-97-D-0030	0008	2000SEP15	SEE SCHEDULE	DOC9

6. Issued By Code W52H09
TACOM-ROCK ISLAND
AMSTA-CM-CREC
BOB ROBERTS (309) 782-4997
ROCK ISLAND IL 61299-7630

EMAIL: ROBERTSC@RIA.ARMY.MIL

7. Administered By (If other than 6) Code S2101A
DCMC BALTIMORE
217 EAST REDWOOD ST SUITE 1800
BALTIMORE MD 21202-5299

SCD B PAS NONE ADP PT HQ0338

8. Delivery FOB
☐ Dest
☒ Other
(See Schedule if other)

9. Contractor Code 1DB58 Facility Code
AMERICAN TECHNOLOGY CORP
2330 N HOWARD ST
BALTIMORE MD 21218-5007

TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.

10. Deliver To FOB Point By (Date)
SEE SCHEDULE

11. Mark If Business Is
☐ Small
☒ Small Disadvantaged
☐ Woman-Owned

12. Discount Terms

13. Mail Invoices To See Block 15

14. Ship To Code
SEE SCHEDULE

15. Payment Will Be Made By Code HQ0338
DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATION
P O BOX 182264
COLUMBUS OH 43218-2264

Mark All Packages And Papers With Contract Or Order Number

16. TYPE OF ORDER

Delivery	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
Purchase		Reference your ☐ Oral; ☐ Written Quotation , Dated furnish the following on terms specified herein. 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

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

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE

18. Item No.	19. Schedule Of Supplies/Service	20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. United States Of America
By: JOYCE L KLEIN /SIGNED/ Contracting/Ordering Officer
KLEINJ@RIA.ARMY.MIL (309) 782-5051

25. Total $2,225,049.52

29. Differences

26. Quantity In Column 20 Has Been
☐ Inspected ☐ Received ☐ Accepted And Conforms To Contract Except As Noted

Date | Signature Of Authorized Govt Representative

27. Ship. No.
☐ Partial
☐ Final

28. D.O. Voucher No.

30. Initials

31. Payment
☐ Complete
☐ Partial
☐ Final

32. Paid By

33. Amount Verified Correct For

34. Check Number

35. Bill Of Lading No.

36. I certify this account is correct and proper for payment

Date | Signature And Title Of Certifying Officer

37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account No.	42. S/R Voucher No.

SUPPLEMENTAL INFORMATION

1. Delivery Order 0008 is awarded under the terms and conditions of CONTRACT DAAE20-97-D-0030 as a sole source add-on under the U.S. Small Business Administration HUBZONE Empowerment Contractor Program. American Technology Corporation, 2601 N. Howard Street, Baltimore, MD is qualified as a HUBZONE Small Business Concern pursuant to FAR 19.1303.

2. Supplies award is made as follows:

CLIN	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
0001	Facepiece, Breathing Equipment, SMALL UNIVERSAL SECOND SKIN 4240-01-413-1540	56,600 ea	$9.82	$ 555,812.00
0002	Facepiece, Breathing Equipment, MEDIUM/LARGE UNIVERSAL SECOND SKIN 4240-01-413-1543	157,700 ea	$9.82	$1,548,614.00
			SUBTOTAL	$2,104,426.00

3. Packaging requirements for CLIN 0001AA and CLIN 0002AA are unchanged. CLIN 0001AB and CLIN 0002AB will be "reduced" packaged in accordance with Clause D-1 of subject contract and exceptions per ATC letter dated 28 July 1999. Earlier deliveries are authorized.

4. CLIN 0005 is added as a Cost Reinbursable CLIN on a not to exceed basis for up to 6 tool refurbishments and replatings (R&R) IAW the attached Statement Of Work. The Services award not-to-exceed amount is calculated as follows:

0005	Refurbish & Replate Mold Tools	6 ea	$15,800	$ 94,800.00
	G & A @ 27.24%			$ 25,823.52
			SUBTOTAL	$ 120,623.52

ATC shall contact the PCO prior to each individual replating and provide updated estimates.

The G&A rate is hereby established at 27.24% for actual replating costs on this Delivery Order.

5. All manadatory FAR cost-reimbursement supply clauses attributable to CLIN 0005 apply. FAR 52.216-24 and FAR 52.232-20 are specifically incorporated (see Section I Contract Clauses at pg 8. herein).

6. The amount of this award is $2,225,049.52. The total amount of D.O. 0008 is $2,225,049.52.

7. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: AMERICAN TECHNOLOGY CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	14600	EA	$ 9.82000	$ 143,372.00
	NSN: 4240-01-413-1540 NOUN: UNIVERSAL SECOND SKIN FSCM: 81361 PART NR: EA-PRF-2006 TYPE 1 SECURITY CLASS: Unclassified PRON: S60ZJ605SB PRON AMD: 02 ACRN: AA AMS CD: 070011ZJZJ2				
	Description/Specs./Work Statement TOP DRAWING NR: 5-1-3321-10				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				

DOC REL CD	MILSTRIP	SUPPL ADDR	SIG CD	MARK FOR	TP CD
001	W58HZ10222A512	W22PVJ	J		2

DEL REL CD	QUANTITY	DEL DATE
001	4,000	31-OCT-2000
002	6,000	30-NOV-2000
003	4,600	31-DEC-2000

FOB POINT: Origin

SHIP TO: PARCEL POST ADDRESS
(W22PVJ) XU GENERAL SUPPLY STORAGE POINT
BLUE GRASS ARMY DEPOT
2091 KINGSTON HWY
RICHMOND KY 40475-5000

CONTRACT/DELIVERY ORDER NUMBER
DAAE20-97-D-0030/0008

0001AB	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	42000	EA	$ 9.82000	$ 412,440.00
	NSN: 4240-01-413-1540 NOUN: UNIV SECOND SKIN SMALL FSCM: 81361 PART NR: EA-PRF-2006 TYPE I SECURITY CLASS: Unclassified PRON: DE0ALM40DE PRON AMD: 02 ACRN: AB AMS CD: 30660000000				

Name of Offeror or Contractor: AMERICAN TECHNOLOGY CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Description/Specs./Work Statement TOP DRAWING NR: 5-1-3321-10 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D & ATTACHMENT 002 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ102156501 MMSA01 J 1 PROJ CD BRK BLK PT 076 DEL REL CD QUANTITY DEL DATE 001 1,400 31-DEC-2000 002 6,000 31-JAN-2001 003 6,000 28-FEB-2001 004 6,000 31-MAR-2001 005 6,000 30-APR-2001 006 6,000 31-MAY-2001 007 6,000 30-JUN-2001 008 4,600 31-JUL-2001 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (MMSA01) TMO DEFENSE DISTRIBUTION DEPOT (DDAG T) MARINE CORPS LOGISTICS BASE ALBANY GA 31704-1128 CONTRACT/DELIVERY ORDER NUMBER DAAE20-97-D-0030/0008				
0002	Supplies or Services and Prices/Costs				
0002AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV NSN: 4240-01-413-1543 NOUN: UNIVERSAL SECOND SKIN FSCM: 81361 PART NR: EA-PRF-2006 TYPE II SECURITY CLASS: Unclassified PRON: S60ZJ606SB PRON AMD: 02 ACRN: AA AMS CD: 070011ZJZJ2 Description/Specs./Work Statement	59700	EA	$ 9.82000	$ 586,254.00

Name of Offeror or Contractor: AMERICAN TECHNOLOGY CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TOP DRAWING NR: 5-1-3321-20 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ10222A513 W22PVJ J 2 DEL REL CD QUANTITY DEL DATE 001 12,000 31-OCT-2000 002 12,000 30-NOV-2000 003 14,500 31-DEC-2000 004 17,000 31-JAN-2001 005 4,200 28-FEB-2001 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000 CONTRACT/DELIVERY ORDER NUMBER DAAE20-97-D-0030/0008				
0002AB	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV NSN: 4240-01-413-1543 NOUN: UNIV SECOND SKIN MEDIUM/LARGE FSCM: 81361 PART NR: EA-PRF-2006 TYPE II SECURITY CLASS: Unclassified PRON: DE0AMM40DE PRON AMD: 02 ACRN: AB AMS CD: 30660000000 Description/Specs./Work Statement TOP DRAWING NR: 5-1-3321-20 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D & ATTACHMENT 002 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin	98000	EA	$ 9.82000	$ 962,360.00

Name of Offeror or Contractor: AMERICAN TECHNOLOGY CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ102156502 MMSA01 J 1 PROJ CD BRK BLK PT 076 DEL REL CD QUANTITY DEL DATE 001 12,800 28-FEB-2001 002 17,000 31-MAR-2110 003 17,000 30-APR-2001 004 17,000 31-MAY-2001 005 17,000 30-JUN-2001 006 17,200 31-JUL-2001 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (MMSA01) TMO DEFENSE DISTRIBUTION DEPOT (DDAG T) MARINE CORPS LOGISTICS BASE ALBANY GA 31704-1128 CONTRACT/DELIVERY ORDER NUMBER DAAE20-97-D-0030/0008				
0005	Supplies or Services and Prices/Costs DELIVERABLE SERVICE NOUN: MOLD REFURB & REPLATING SECURITY CLASS: Unclassified PRON: DE0APM40DE PRON AMD: 01 ACRN: AB AMS CD: 30660000000 Packaging and Marking UNIT PACK: LO Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 1 31-DEC-2000 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM	1	LO	$ ** N/A ** NOT TO EXCEED	$ 120,623.52 $ 120,623.52

Name of Offeror or Contractor: AMERICAN TECHNOLOGY CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REQUIRED UNDER THIS REQUISITION. CONTRACT/DELIVERY ORDER NUMBER DAAE20-97-D-0030/0008				

Name of Offeror or Contractor: AMERICAN TECHNOLOGY CORP

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION		OBLIGATED AMOUNT
0001AA	S60ZJ605SB 070011ZJZJ2	AA	1	97 X4930AC61 6N 26FB S19130		W13G07	$	143,372.00
0001AB	DE0ALM40DE 30660000000	AB	1	97 00300260106N6N06P30660031K1 S19130	06KM40	W13G07	$	412,440.00
0002AA	S60ZJ606SB 070011ZJZJ2	AA	1	97 X4930AC61 6N 26FB S19130		W13G07	$	586,254.00
0002AB	DE0AMM40DE 30660000000	AB	1	97 00300260106N6N06P30660031K1 S19130	06KM40	W13G07	$	962,360.00
0005	DE0APM40DE 30660000000	AB	1	97 00300260106N6N06P30660031K1 S19130	06KM40	W13G07	$	120,623.52
						TOTAL	$	2,225,049.52

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION		OBLIGATED AMOUNT
Army	AA	97 X4930AC61 6N 26FB S19130	W13G07	$	729,626.00
Army	AB	97 00300260106N6N06P30660031K1 S19130	W13G07	$	1,495,423.52
			TOTAL	$	2,225,049.52

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 120,623.52 dollars for CLIN 0003.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is 120,623.52 dollars for CLIN 0003.

(End of clause)

(IF6056)

2	52.232-20	LIMITATION OF COST	APR/1984

As prescribed in 32.705-2(a), insert the following clause in solicitations and contracts if a fully funded cost-reimbursement contract is contemplated, except those for consolidated facilities, facilities acquisition, or facilities use, whether or not the contract provides for payment of a fee. The 60-day period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent. "Task Order" or other appropriate designation may be substituted for "Schedule" wherever that word appears in the clause.

Limitation of Cost (Apr 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than
(1) the estimated cost specified in the Schedule or,
(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.
The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --
(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --
(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of
(i) the estimated cost specified in the Schedule or,
(ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer
(i) notifies the Contractor in writing that the estimated cost has been increased and
(ii) provides a revised estimated total cost of performing this contract.
If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of Clause)

*** END OF NARRATIVE I 001 ***

Name of Offeror or Contractor: AMERICAN TECHNOLOGY CORP

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	STATEMENT OF WORK - REFURBISHMENT AND REPLATING OF MOLDS	21-AUG-00	001	
Attachment 002	ATC LETTER - REDUCED PACKAGING	28-JUL-99	002	

020b06040202020204 020b06040202020204 020b06040202020204 020b06040202020204STATEMENT OF WORK
2000 AUG 21

1. Statement of Work: The purpose of this effort is for the refurbishment and replating of molds used in the production of the Universal Second Skin. This Statement of Work applies to both Government-owned and contractor-owned molds. The contractor shall have the molds refurbished and replated as necessary per the following.

Notification of need for refurbishment and replating-
At the earliest convenience and at least 3 business days prior to removing the mold from the molding press, the contractor shall notify the Contracting Officer of plans to refurbish/replate the mold.

Pre-plating samples-
Deleted

Refurbishment and Replating-
The contractor shall be responsible for transporting molds for refurbishment and replating as well as all operations required to affect the refurbishment and replating.

Post-plating samples-
Upon return to the molding facility, the mold shall be re-installed into the appropriate molding press. After the mold is back into production, sample items are again required. A total of 3 items per cavity from the first day of production are required for the Contracting Officer.

2. Government furnished property or assistance:
No government furnished property is required for this effort.

3. Destination: The contractor shall deliver the data/supplies/services to:
PM for NBC Defense Systems
AMSSB-PM-RNN-M/S. Kaminsky
Building E4470
APG, MD 21010-5424

4. Delivery Schedule: The contractor shall have the molds refurbished and replated as necessary.

5. Inspection and acceptance: The contractor shall submit DD250s for this effort to the addressee identified in paragraph 3. with a copy furnished to the Contracting Officer. The office identified in paragraph 3 shall perform inspection and acceptance for this effort.