

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 33	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-D-0125		3. Effective Date 2004APR06		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 SFAE-GCS-W-BCTP AMY BOUREN (586)753-2106 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: AMY.BOUREN@US.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA SEATTLE CORPORATE CAMPUS EAST III 3009 112TH AVE., NE, SUITE 200 BELLEVUE WA 98004-8019		Code S4801A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) ALUTIIQ GLOBAL SOLUTIONS LLC 3501 DENALI STREET STE 106 ANCHORAGE, AK. 99503-4039 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
Code 3DEQ9				Facility Code		9. Discount For Prompt Payment	
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c)				14. Accounting And Appropriation Data			
15A. Item No.		15B. Schedule Of Supplies/Services		15C. Quantity		15D. Unit	
SEE SCHEDULE		CONTRACT TYPE: Firm-Fixed-Price Cost-Plus-Fixed-Fee		KIND OF CONTRACT: Supply Contracts and Priced Orders Service Contracts		15E. Unit Price	
Contract Expiration Date: 2006APR07				15G. Total Amount Of Contract		\$0.00	
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	25
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	33
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	14	L	Instrs., Conds., and Notices to Offerors		
X	G	Contract Administration Data	17	M	Evaluation Factors for Award		
X	H	Special Contract Requirements	18				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ 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 checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>W56HZV04R0186</u> 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 SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)753-2072			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2004APR06	

Name of Offeror or Contractor: ALUTIIQ GLOBAL SOLUTIONS LLC

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

1. The purpose of this Indefinite Delivery, Indefinite Quantity Contract W56HZV-04-D-0125 is to acquire services and/or supplies that will provide for logistical and/or engineering type support to the 3rd Stryker Brigade Combat Team.
2. The Contractor shall perform this Contract in accordance with the Scope of Work in Section C.
4. The period of performance for the first ordering year is from date of contract award through the 364th day after contract award. The period of performance for the second ordering year is from 365-729 days after contract award.
5. The following are identified as Contractor support labor categories and rates. These rates were negotiated between the Contractor and Government during the alpha contracting session on 23 February 2004. This list is not all inclusive, but is based on current anticipated requirements. Different labor categories and rates may be required, and if so, will be negotiated/approved within each individual order.

Labor Rates without Profit (for delivery/task orders other than Firm Fixed Price (FFP) or Time and Materials (T&M)):

DOL Labor Code	CLASSIFICATION	POSITION	BILLING RATE
		Project Manager	\$79.59
29063	Drafter III	Drafter-CAD	\$44.95
03042	Computer Operator II	IT	\$28.14
21030	Materials Expediter	Expediter	\$36.24
		Analyst	\$43.01
29083	Engineering Technician III	Engineer III	\$46.17
29086	Engineering Technician VI	Engineer VI	\$60.83
21020	Materials Coordinator	Logistician	\$36.24
01313	Secretary III	Admin	\$30.19

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 33****PIIN/SIIN** W56HZV-04-D-0125**MOD/AMD****Name of Offeror or Contractor:** ALUTIIQ GLOBAL SOLUTIONS LLC

23470 Laborer Laborer \$24.27

Labor Rates with Profit (for FFP or T&M delivery/task orders):

DOL Labor Code	CLASSIFICATION	POSITION	BILLING RATE
		Project Manager	\$95.51
29063	Drafter III	Drafter-CAD	\$53.94
03042	Computer Operator II	IT	\$33.77
21030	Materials Expediter	Expediter	\$43.48
		Analyst	\$51.61
29083	Engineering Technician III	Engineer III	\$55.40
29086	Engineering Technician VI	Engineer VI	\$73.00
21020	Materials Coordinator	Logistician	\$43.48
01313	Secretary III	Admin	\$36.23
23470	Laborer	Laborer	\$29.12

6. The minimum two year dollar value of this Contract is \$1,000.00, and the maximum two year dollar value of this Contract is \$2,000,000.00.

7. Travel costs shall be billed on a cost incurred basis (cost only no fee).

8. PAYMENT

The Contractor shall submit an invoice for payment for work performed. The Contracting Officer's Representative (COR) will certify each voucher before payment will be made. The COR for this contract will be:

MAJ Thomas Deakins

APM Stryker Logistics and Fielding - Alaska

Bldg 806 N-105

Warehouse Road

Fort Richardson, AK 99505

COM: 907-384-2219

DSN: 317-384-2219

Cell: 586-770-4675

Email: thomas.deakins@us.army.mil

Fax: 907-384-3734

9. INVOICE INSTRUCTIONS:

The appropriate CLIN shall be specified when the billing document/invoice is submitted by the Contractor.

Additionally, the invoices must contain the following information:

Name of Contractor

Contract No.

Delivery or Task Order No.

Number of hours expended, hourly rate, or Other Direct Costs

Period when effort was performed

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: ALUTIIQ GLOBAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT CONTRACT LINE ITEM NUMBERS (CLINs) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST TWO DIGITS SIGNIFY THE APPLICABLE ORDERING YEAR AND THE LAST TWO DIGITS SIGNIFY THE ITEM, i.e., CLIN 0101 IS FOR THE FIRST ORDERING YEAR - FIRST ITEM, CLIN 0201 IS FOR THE SECOND ORDERING YEAR - FIRST ITEM, CLIN 0203 IS FOR THE SECOND ORDERING YEAR, THIRD ITEM, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0101 through 0303:</p> <p>Minimum 2 Year Quantity: \$1,000</p> <p>Maximum 2 Year Quantity: \$2,000,000 (inclusive of option years, if applicable)</p> <p>ONLY THE MINIMUM 2 YEAR QUANTITY IS GUARANTEED</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EHXXXXXXEH * (For Internal Purposes Only). * There will not be any funding/PRON until the first Delivery/Task Order</p> <p>*****</p> <p>*****</p> <p>(End of narrative A001)</p>				

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: ALUTIIQ GLOBAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	<p><u>1ST PROGRAM YR - PRIME CONTRACTOR LABOR</u></p> <p>NOUN: STRYKER PROGRAM SUPPORT SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		HR		
0102	<p><u>1ST PROGRAM YR - OTHER DIRECT COSTS</u></p> <p>NOUN: STRYKER PROGRAM SUPPORT SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u> BEST COMMERCIAL (End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin</p>		EA	\$ ** N/A **	
0103	<p><u>1ST PROGRAM YR - CONTRACTOR TRAVEL</u></p> <p>NOUN: TRAVEL IN SPT OF STRYKER PROG SECURITY CLASS: Unclassified</p> <p>COST ONLY CLIN - NO FEE (End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00001) SHIPPING INSTRUCTIONS ARE CONTAINED</p>		LO	\$ ** N/A **	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0125 MOD/AMD

Name of Offeror or Contractor: ALUTIIQ GLOBAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	IN CLAUSES E11, E12 AND E13				
0104	<u>DATA ITEM</u> SECURITY CLASS: Unclassified				
A001	<u>TECHNICAL BRIEFING</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A002	<u>DESIGN BLUE PRINTS</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A003	<u>DATA</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A004	<u>PACKAGING DATA</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
0201	<u>2ND PROGRAM YR - PRIME CONTRACTOR LABOR</u> NOUN: STRYKER PROGRAM SUPPORT		HR		

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Name of Offeror or Contractor: ALUTIIQ GLOBAL SOLUTIONS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	<p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>2ND PROGRAM YR - OTHER DIRECT COSTS</u></p> <p>NOUN: STRYKER PROGRAM SUPPORT SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u> BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ ** N/A **	
0203	<p><u>2ND PROGRAM YR - CONTRACTOR TRAVEL</u></p> <p>NOUN: TRAVEL IN SPT OF STRYKER PROG SECURITY CLASS: Unclassified</p> <p>COST ONLY CLIN - NO FEE</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00001) SHIPPING INSTRUCTIONS ARE CONTAINED IN CLAUSES E11, E12 AND E13</p>		LO	\$ ** N/A **	

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C.2 General

C.2.1 The Contractor, as an independent Contractor, and not an agent of the Government, for the period set forth in this Indefinite Delivery/Indefinite Quantity (IDIQ) type contract, shall furnish supplies and services to accomplish support for all Stryker Program customers. "Stryker Program Customers", as used in this IDIQ, means a customer of those assets that support or compliment the Stryker and any vehicle that is considered a component of a Stryker Brigade Combat Team or the Stryker Program. The supplies may encompass design and fabrication of parts, modification kits, and associated hardware. Services may include logistics support to perform such functions as: maintenance, receipt, deprocessing, storage, and distribution. The Contractor will not perform work under this contract which is covered under the requirements contracts with GM GDLS Limited Liability Corporation # DAAE07-00-D-M051 and DAAE07-02-C-B001 for the Stryker family of vehicles.

C.2.2 No effort is authorized by this IDIQ contract, and all requirements for material, personnel, or other costs must be specified in each individual order.

C.2.3 Performance of work is planned to be accomplished at and around the following locations:

- a. Fort Greely, AK
- b. Fort Richardson, AK
- c. Fort Wainwright, AK
- d. Seattle, WA

C.3 Management and Administration

C.3.1 The Contractor shall manage and control resources to ensure timely performance of individual orders in the most economical and beneficial method to the Government.

C.3.2 The Contractor shall accomplish administrative support to the cognizant Program Manager for selected Government technical briefings and presentations as specified in each individual order.

C.3.3 The Contractor shall comply with Government requests for technical briefings and reviews. The Contractor shall prepare written or visual presentations for such briefings or reviews as required. The Contractor shall prepare and furnish minutes of each meeting as necessary. These tasks will be specified in each individual order as required. (CDRL A001)

C.3.4 The Contractor shall receive, respond to and track Government requests for information, investigation, and analysis. The timeframe for a response may be as short as 24 hours and will be indicated at the time of the request. The Contractor's response shall be timely in accordance with the schedule(s) set forth in individual orders. The Contractor shall fully coordinate each response and address the effect on the system to include all Logistics support. These tasks shall be specified in each individual order as required.

C.4 Post-Production Field Modification Services

C.4.1 The Contractor shall perform post-production modifications in combat equipment as identified in paragraph C.2.1, as

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specified in each individual order.

C.4.2 The Contractor shall design, develop, schedule, fabricate, demonstrate, update, produce and deliver all items specified in individual orders. (CDRL A002)

C.4.3 The Contractor shall notify the cognizant Procuring Contracting Officer (PCO) within two weeks of receipt of an order of any drawing discrepancy found (i.e., not legible, incomplete, etc.) that would prevent and or delay the manufacturing of any post-production items.

C.4.4 The Contractor will be notified as soon as the cognizant PCO becomes aware of any configuration change that would impact any issued order. However, this shall not relieve the Contractor of any responsibility identified in paragraph C.2.1.

C.5 First Article Testing

C.5.1 First Article Testing (FAT) shall be conducted on selected items of manufactured Stryker support equipment as specified in individual orders. The FAT will be accomplished by the Contractor and witnessed by the cognizant PCO or designated representative at a site mutually agreed to. The Contractor will notify the cognizant PCO at least twenty days prior to a scheduled test.

C.5.2 The Contractor shall prepare test data when requested, in writing, from the PCO and provide this data to the PCO or cognizant Program Manager.

C.6 Delivery Requirements

C.6.1 The Contractor shall ensure that all deliverables under this contract are provided in accordance with delivery schedules. In the event that that a delivery schedule cannot be met for an item, the Contractor will notify that PCO as soon as the delay becomes apparent and the cause for the delay and provide a corrective action plan.

C.6.2 The Contractor shall prepare, maintain, and provide delivery schedule/delinquency status to the PCO.

C.6.3 The Contractor will ship deliverables in accordance with shipping instructions in section F of the contract. The Contractor will ensure that any and all subcontractors comply with theses shipping instructions.

C.7 Preservation and Packaging

C.7.1 Packaging Data Candidates. Contractor shall identify potential candidates that require packaging data development for new provisioned items with a Source, Maintenance, and Recoverability (SMR) code of "P". The Contractor shall not develop packaging data for items with a Commercial and Government Entity (CAGE) Code of 1T416, 10060, 21450, 24617, 80204, 80205, 80244, 81343,81346, 81348, 81349, 81352, 88044, 96906, and 99237 or identified as GFE/GFM. The Contractor shall provide for adequate facilities, equipment, and materials for packaging development and validation. The Contractor shall furnish drawings and notes sufficient for Government review.

C.7.2 Packaging Data Development Requirements. Contractor shall develop and maintain the packaging data requirements for each Common, Selective and Special Group item generated. Preservation requirements shall be designed and developed to protect the item against the most severe worldwide handling, shipping and storage environments including direct exposure to extremes of climate, terrain, and operational transportation. Packing requirements shall be designed and developed to protect the item not directly exposed to extremes of climate, terrain, and operational transportation environments during shipment, handling, and storage. The Contractor shall provide preservation and packing data form similar to DD Form 2326 (Attachment A, Development of Preservation and Packing Data Forms) for Common, Selective and Special Group Item submittals. The Contractor shall not utilize nor incorporate the predetermined packaging codes listed in Table A.IV of Appendix A of MIL-STD-2073-1D for data development of Common Group Items. The Contractor shall generate Special Packaging Instruction forms similar to DD Form 2169 and DD Form 2169c to describe form, fit, and function of the packaging application (Attachment B, Development of Special Packaging Instructions). The Contractor shall provide figures and narrative instructions to describe the packaging application for Special Group items. Unless otherwise specified, each Special Group Item shall be subjected to the validation test requirements. The Contractor shall deliver to the Government, for review, a copy of the Contractor's generated preservation and packing data form (similar to DD Form 2326) and Special Packaging Instruction form (similar to DD Form 2169 and DD Form 2169c) in accordance with CDRL A004.

C.7.3 Validation Test Requirements. Contractor shall validate preservation processing and packaging for each Special Group item in accordance with ASTM 4169: "Standard Practice for Performance Testing of Shipping Containers and Systems", Acceptance Criteria 1, Assurance Level I, and Distribution Cycle 18. Exempted from validation test requirements are items packaged into a multiple application container(s) or an item packaged in accordance with best commercial practice or an

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item identified as hazardous material or has previous successful test records for the same or similar item. The Contractor shall report and submit the results of validation testing with "a before and after" photographic records (minimum of 2 photographs).

C.8 Training Publications Support

C.8.1 The Contractor shall develop and deliver training course curriculum outlines, student course guides, instruction/lesson guides and audio/visual material to fulfill requirements as specified in each individual order.

C.9 Documentation Support

C.9.1 The Contractor shall provide recommendations to update, edit, or change technical documentation when identified in the performance of individual orders.

C.10 Data

C.10.1 The Contractor shall prepare and submit monthly reports in Contractor format, on all activities/work effort, in accordance with CDRL A003.

C.10.2 All other Data Requirements shall be identified in each individual order.

C.11 Travel

C.11.1 The Contractor may be required to travel to various fielding sites, conferences and reviews as necessary or when required in the performance of an order. The Contractor will travel in accordance with the Joint Travel Regulations (JTR).

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

SECTION D
PACKAGING AND MARKING

D.1 Preservation and Packaging

D.1.1 Data Deliverables Contractor generated data submittals shall be preserved and packed sufficient to ensure safe delivery at the point of delivery. The Contractor is encouraged to deliver data in electronic format to expedite delivery and minimize costs. The Contractor shall notify the Government of its intent to deliver a data item in electronic format to ensure Government can use and access Contractor's proposed software format. Unless otherwise specified, all data deliverables shall be in English.

D.1.2 Selection of Multiple-Quantity Packaging (MQP)

D.1.2.1 Contractor shall present to the Government a list of procurable items for consideration as MQP candidates 30 days after each applicable Logistic Review. The Government shall review the Contractor's submission and provide written approval to accept receipt of selected procurable items in a MQP configuration 75 days after receipt of MQP candidate listing.

D.1.2.2 Multiple-Quantity Packaging (MQP) Procurable items with a first LSA SMR code of "P", an individual cost equaling \$5.00 USD or less, is not an electrical or electronic assembly and is not a hazardous material, hazardous substance, or hazardous waste shall be identified as a MQP candidate. All gaskets, packing pre-form with a diameter greater than 2", any procurable item defined as kits, sets, or pairs, and any item with an individual item weight exceeding ten pounds shall be exempt from this requirement. The Contractor is permitted to develop packaging data for qualified MQP candidates. The Contractor shall not submit MQP packaging data to the Government for review and approval. All MQP candidates shall be preserved and packaged to protect against the most severe worldwide shipment, handling, and storage conditions including direct exposure to extremes of climate, terrain, and operational transportation environments. The container closure shall be in accordance with the container specification. The quantity per unit pack shall be greater than "1" but not to exceed a maximum quantity of "100". The MQP unit pack shall not exceed 25 pounds gross weight.

D.1.3 Preservation and Packing Requirements for Hardware

D.1.3.1 For Long Term Storage and Overseas Shipment: Preservation requirements shall be designed and developed to protect the item against the most severe worldwide handling, shipping and storage environments including direct exposure to extremes of climate, terrain, and operational transportation. Packing requirements shall be designed and developed to protect the item not directly exposed to extremes of climate, terrain, and operational transportation environments during shipment, handling, and storage.

D.1.3.2 For Immediate Usage: Preserve and package in accordance with ASTM D3951 "Standard Practice for Commercial Packaging." The quantity per unit pack shall be one (1) each. The container closure shall be in accordance with the container specification.

D.2 Marking

D.2.1 All hard copy or electronic formatted data referenced in Paragraph D.1.1 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.4 All hardware shall be preserved and packaged in accordance with Paragraphs D.1.2 through D.1.3.2 shall be marked in

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accordance with MIL-STD-129 and AIM BC 1.

D.3 Loading, Blocking, and Bracing

D.3.1 Any damage that occurs to any supplies during departure from the Contractor's facility until final acceptance shall be repaired and replaced by the Contractor at no cost to the Government. The Contractor shall be liable for payment of any damage to supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.

D.3.2 Shipments by Rail

D.3.2.1 Any carload of supplies by rail shall be loaded, blocked and braced in accordance with applications as published by the Association of American Railroads by the Contractor.

D.3.2.2 Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

D.3.3 Shipments by Truck For truck transportability, the Contractor shall load, block, and brace supplies onto a designated carrier in accordance with standard commercial freight (truck) practice.

D.3.4 Shipments by Air If applicable, supplies shall be preserved and packaged in accordance with the Contractor's standard practice and meet the International Air Transport Association (IATA) - Dangerous Goods Regulations (DGR). Contractor shall load, block, and brace supplies onto a designated cargo airfreight carrier in accordance with the IATA-DGR.

D.3.5 Shipments by Surface Vessels If applicable, supplies shall be preserved and packaged in accordance with the Contractor's standard practice and meet the International Maritime Organization (IMO) - International Maritime Dangerous Goods (IMDG). Contractor shall load, block, and brace supplies onto a designated cargo surface vessel in accordance with the IMO-IMDG.

D.4 Carload and Truckload Shipments

D.4.1 Contractor shall agree to ship in carload or truckload lots when quantities to be delivered to a single destination during any delivery period pursuant to the contract schedule is sufficient to constitute a carload or truckload shipment, except as otherwise directed in writing by the Contracting Officer.

D.4.2 For purposes of actual delivery, the agreed weight of a carload or truckload shall be the highest applicable minimum weight that will result in the lowest possible freight rate as published in the common carrier tariffs.

D.4.3 If the total weight of any scheduled quantity to a destination is less than the highest carload/truckload minimum weight used for evaluation of offers, the Contractor agrees to ship such scheduled quantity in one shipment.

D.4.4 The Contractor shall be liable to the Government for any increased costs to the Government resulting from failure to comply with the above requirements.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-3	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-4	52.246-6	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR	JAN/1986
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-9	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989
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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F-10	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air

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or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-11 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
 (TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-12 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
 (TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot,	Transportation Officer Anniston Army Depot,	Transportation Officer Anniston Army Depot,

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Bynum, AL

Bynum, AL

Anniston, AL 36201-5021

209741/ W25G1R Transportation Officer Transportation Officer Transportation Officer
209770 Letterkenny Army Depot, Letterkenny Army Depot, Letterkenny Army Depot,
Culbertson, PA Chambersburg, PA Chambersburg, PA 17201-4150

661136/ W45G19 Transportation Officer Transportation Officer Transportation Officer
661157 Red River Army Depot, Red River Army Depot, Red River Army Depot,
Defense, TX Texarkana, TX Texarkana, TX 75507-5000

764538/ W67G23 Transportation Officer Transportation Officer Transportation Officer
764535 Tooele Army Depot, Tooele Army Depot, Tooele Army Depot,
Warner, UT Tooele, UT Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	APR/2003
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-5	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
H-6	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-7	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-8	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-9	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-10	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-11	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-12	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-13	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-14	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through Two Years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-18	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A.

(2) Any order for a combination of items in excess of N/A.

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-19	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
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(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

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(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using-

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

H-20

52.204-4005

REQUIRED USE OF ELECTRONIC CONTRACTING

DEC/2002

(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm

Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>

Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>

Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

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NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-21 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-22 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

The following are identified as Contractor support labor categories and rates. These rates were negotiated between the Contractor and Government during the alpha contracting session on 23 February 2004. This list is not all inclusive, but is based on current anticipated requirements. Different labor categories and rates may be required, and if so, will be negotiated/approved within each individual order.

Labor Rates without Profit (for delivery/task orders other than Firm Fixed Price (FFP) or Time and Materials (T&M)):

DOL Labor Code	CLASSIFICATION	POSITION	BILLING RATE
		Project Manager	\$79.59
29063	Drafter III	Drafter-CAD	\$44.95
03042	Computer Operator II	IT	\$28.14
21030	Materials Expediter	Expediter	\$36.24
		Analyst	\$43.01
29083	Engineering Technician III	Engineer III	\$46.17
29086	Engineering Technician VI	Engineer VI	\$60.83
21020	Materials Coordinator	Logistician	\$36.24
01313	Secretary III	Admin	\$30.19
23470	Laborer	Laborer	\$24.27

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Labor Rates with Profit (for FFP or T&M delivery/task orders):

DOL Labor Code	CLASSIFICATION	POSITION	BILLING RATE
29063	Drafter III	Project Manager	\$95.51
03042	Computer Operator II	Drafter-CAD	\$53.94
21030	Materials Expediter	IT	\$33.77
		Expediter	\$43.48
		Analyst	\$51.61
29083	Engineering Technician III	Engineer III	\$55.40
29086	Engineering Technician VI	Engineer VI	\$73.00
21020	Materials Coordinator	Logistician	\$43.48
01313	Secretary III	Admin	\$36.23
23470	Laborer	Laborer	\$29.12

Labor Category Definitions Follow:

Project Manager

BS degree plus at least ten (10) years of progressive management experience. This position requires a minimum of 8 years experience, comprehensively demonstrating an ability to develop and execute complex technical tasks, apply analytical problem-solving methodologies, provide technical direction to 5 - 20+ support staff, interface with government and prime contractor personnel, and to allocate project resources effectively. Manages the completion of overall project requirements; develops and implements plans; determines personnel requirements and assigns and evaluates results. Prepares resource estimates and complies with budget limitations. Analyzes complex features of the work and applies principles and practices of the discipline, or devises new approaches in problem solutions. Thoroughly reviews all results from assigned tasks and determine if outputs are complete, correct, integrated with project objectives, and adequately documented. Demonstrated experience directing business and technical operations, ensuring compliance with program requirements, ensuring quality of performance, coordinating product deliverables, and sponsoring technical reviews. Proficiency with automated business application software (e.g., MS Office Suite), project planning tools, and engineering/analytical models, is also desired. Ability to apply forecasting and simulation scenarios to achieve cost and performance improvements is essential. Demonstrated leadership ability and good communication skills are required. Individual must be committed to providing a safe work environment. Job Responsibilities: Responsible for managing projects of large size and complexity or multiple projects. Responsible for planning, organizing, leading, and controlling the allocated resources of assigned tasks. Assists program managers in marketing and managing large complex projects or groups of projects. Serves as point of contact for development and discussion of new business opportunities, project objectives, scope and budgets within the company and between the company and the client. Leads a team in the accomplishment of work on projects in a manner committed to safety and quality. Evaluates performance of project team members.

29063 DRAFTER III

Prepares complete sets of complex drawings which include multiple views, detail drawings, and assembly drawings. Drawings include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to draw land contours or to compute weights, center of gravity, load capacities, dimensions, quantities of material, etc. Works from sketches, models, and verbal information supplied by an engineer, architect, or designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. Selects required information from precedents, manufacturers' catalogs, and technical guides. Independently resolves most of the problems encountered. Supervisor or design originator may suggest methods of approach or provide advice on unusually difficult problems. Typical assignments include:

From layouts or sketches, prepares complete sets of drawings of test equipment to be manufactured. Several cross-sectional and subassembly drawings are required. From information supplied by the design originator and from technical handbooks and manuals, describes dimensions, tolerances, fits, fabrication techniques, and standard parts to use in manufacturing the equipment.

From electronic schematics, information as to maximum size, and manuals giving dimensions of standard parts, determines the arrangement and prepares drawing of printed circuit boards.

From precedents, drafting standards, and established practices, prepares final construction drawings for floodgates, navigation locks, dams, bridges, culverts, levees, channel excavations, dikes and berms; prepares boring profiles, typical cross-sections, and land profiles; and delineates related topographical details as required.

Prepares final drawings for street paving and widening or for water and sewer lines having complex trunk lines; reduces field notes and calculates true grades. From engineering designs, lays out plan, profile and detail appurtenances required; and notifies supervisor of conflicting details in design.

Excludes drafter performing work of similar difficulty to that described at this level but who provide support for a variety of organizations which have widely differing functions or requirements.

03042 COMPUTER OPERATOR II

Processes scheduled routines which present few difficult operating problems (e.g., infrequent or easily resolved error conditions). In

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response to computer output instructions or error conditions, applies standard operating or corrective procedure. Refers problems which do not respond to preplanned procedure. May serve as an assistant operator, working under general supervision.

21030 MATERIAL EXPEDITER

Locates and moves materials and parts between work areas of plant to expedite processing of goods, according to predetermined schedules and priorities, and keeps related records: Reviews production schedules inventory reports, and work orders to determine types, quantities, and availability of required material and priorities of customer orders. Confers with department supervisors to determine materials overdue and to inform them of location, availability, and condition of materials. Locates and moves materials to specified production areas, using cart or hand truck. Records quantity and type of materials distributed and on hand. May direct power-truck operator or Material Handling Laborer to expedite movement of materials between storage and production areas. May compare work ticket specifications with material at work stations to verify appropriateness of material in use. May prepare worker production records and timecards. May update and maintain inventory records, using computer terminal.

Project Analyst

Duties include project budget entry, project structure design and maintenance, contract schedule preparation and revenue calculations for construction type projects. Degree in accounting or related field or equivalent experience preferred. Government contracting experience preferred.

29083 ENGINEERING TECHNICIAN III

Performs assignments that are not completely standardized or prescribed. Selects or adapts standard procedures or equipment, using fully applicable precedents. Receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed; performs recurring work independently; work is reviewed for technical adequacy or conformity with instructions. Performs at this level one or a combination of such typical duties as:

Constructs components, subunits, or simple models or adapts standard equipment. May troubleshoot and correct malfunctions.

Follows specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.

Conducts various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement; selects, sets up, and operates standard test equipment and records test data.

Extracts and compiles a variety of engineering data from field notes, manuals, lab reports, etc.; processes data, identifying errors or inconsistencies; selects methods of data presentation.

Assists in design modification by compiling data related to design, specifications, and materials which are pertinent to specific items of equipment or component parts. Develops information concerning previous operational failures and modifications. Uses judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

29086 ENGINEERING TECHNICIAN VI

Independently plans and accomplishes complete projects or studies of broad scope and complexity. Or serves as an expert in a narrow aspect of a particular field of engineering, e.g., environmental factors affecting electronic engineering. Complexity of assignments typically requires considerable creativity and judgment to devise approaches to accomplish work, resolve design and operational problems, and make decisions in situations where standard engineering methods, procedures, and techniques may not be applicable. Supervisor or professional engineer provides advice on unusual or controversial problems or policy matters; completed work is reviewed for compliance with overall project objectives. May supervise or train and be assisted by lower level technicians. Performs, at this level, one or a combination of such typical duties as:

Prepares designs and specifications for various complex equipment or systems (e.g., a heating system in an office building, or new electronic components such as solid state devices for instrumentation equipment).

Plans approach to solve design problems; conceives and recommends new design techniques; resolves design problems with contract personnel, and assures compatibility of design with other parts of the system.

Designs and coordinates test set ups and experiments to prove or disprove the feasibility of preliminary design; uses untried and untested measurement techniques; and improves the performance of the equipment. May advise equipment users on redesign to solve unique operational deficiencies.

Plans approach and conducts various experiments to develop equipment or systems characterized by (a) difficult performance requirements because of conflicting attributes such as versatility, size, and ease of operation; or (b) unusual combination of techniques or components. Arranges for fabrication of pilot models and determines test procedures and design of special test equipment.

21020 MATERIAL COORDINATOR

Coordinates and expedites flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department supervisors' priorities. Reviews production schedules and confers with department supervisors to determine material required or overdue and to locate material. Requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material. Arranges for in-plant transfer of materials to meet production schedules. Arranges with department supervisors for repair and assembly of material and its transportation to various departments. Examines material delivered to production departments to verify if type specified. May monitor and control movement of material and parts along conveyor system, using remote-control panelboard. May compute amount of material needed for specific job

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orders, applying knowledge of product and manufacturing processes and using adding machine. May compile report of quantity and type of material on hand. May move or transport material from one department to another, using hand truck or industrial truck. May compile perpetual production records in order to locate material in process of production, using manual or computerized system. May maintain employee records.

01311 THRU 01315 SECRETARY I thru V (Occupational Base)

Provides principal secretarial support in an office, usually to one individual, and, in some cases, also to the subordinate staff of that individual. Maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff. Works fairly independently, receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties requiring a knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

Classification by Level

Secretary jobs which meet the required characteristics are matched at one of five levels according to two factors: (a) Level of the secretary's supervisor within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched with one of the three LS levels below that best describes the organization of the secretary's supervisor.

LS-1

Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.

LS-2

Organizational structure is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc.; supervisor usually directs staff through intermediate supervisors; and internal procedures and administrative controls are formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups which meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor.

The presence of subordinate supervisors does not by itself mean LS-2 applies, e.g., a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1.

In smaller organizations or industries such as retail trades, with relatively few organizational levels, the supervisor may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3.

LS-3

Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. Executive typically has: Financial decision-making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in, such areas as personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one LR level, the introductory paragraph at the beginning of each LR level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

LR-1 Carries out recurring office procedures independently. Selects the guideline or reference which fits the specific case. Supervisor provides specific instructions on new assignments and checks completed work for accuracy. Performs varied duties including or comparable to the following:

1. Responds to routine telephone requests which have standard answers; refers calls and visitors to appropriate staff. Controls mail and assures timely staff response; may send form letters;
2. As instructed, maintains supervisor's calendar, makes appointments, and arranges for meeting rooms;
3. Reviews materials prepared for supervisor's approval for typographical accuracy and proper format;
4. Maintains recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;
5. Requisitions supplies, printing, maintenance, or other services. Types, takes and transcribes dictation, and establishes and maintains office files.

LR-2 Handles differing situations, problems, and deviations in the work of the office according to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:

1. Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by the supervisor, appropriate staff member or other offices. May prepare and sign routine, nontechnical correspondence in own or supervisor's name;
2. Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings;
3. Reviews outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures;

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assures that proper clearances have been obtained, when needed;

4. Collects information from the files or staff for routine inquiries on office program(s) or periodic reports. Refers nonroutine requests to supervisor or staff;

5. Explains to subordinate staff supervisor's requirements concerning office procedures. Coordinates personnel and administrative forms for the office and forwards for processing.

LR-3 Uses greater judgment and initiative to determine the approach or action to take in nonroutine situations. Interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

1. Based on a knowledge of the supervisor's views, composes correspondence on own initiative about administrative matters and general office policies for supervisor's approval;

2. Anticipates and prepares materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered;

3. Reads publications, regulations, and directives and takes action or refers those that are important to the supervisor and staff;

4. Prepares special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;

5. Advises secretaries in subordinate offices on new procedures; requests information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc. Shifts clerical staff to accommodate workload needs.

LR-4 Handles a wide variety of situations and conflicts involving the clerical or administrative functions of the office which often cannot be brought to the attention of the executive. The executive sets the overall objectives of the work. Secretary may participate in developing the work deadlines. Duties include or are comparable to the following:

1. Composes correspondence requiring some understanding of technical matters; may sign for executive when technical or policy content has been authorized;

2. Notes commitments made by executive during meetings and arranges for staff implementation. On own initiative, arranges for staff member to represent organization at conferences and meetings, establishes appointment priorities, or reschedules or refuses appointments or invitations;

3. Reads outgoing correspondence for executive's approval and alerts writers to any conflict with the file or departure from policies or executive's viewpoints; gives advice to resolve the problems;

4. Summarizes the content of incoming materials, specially gathered information, or meetings to assist executive; coordinates the new information with background office sources; draws attention to important parts or conflicts;

5. In the executive's absence, ensures that requests for action or information are relayed to the appropriate staff member; as needed, interprets request and helps implement action; makes sure that information is furnished in timely manner; decides whether executive should be notified of important or emergency matters.

Excludes secretaries performing any of the following duties:

Acts as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revises or clarifies procedures to eliminate conflict or duplication; identifies and resolves various problems that affect the orderly flow of work in transactions with parties outside the organization.

Prepares agenda for conferences; explains discussion topics to participants; drafts introductions and develops background information and prepares outlines for executive or staff member(s) to use in writing speeches.

Advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contact from high-ranking outside officials (e.g., city or State officials, members of Congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgement and discretion.

23470 LABORER

Performs tasks which require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: Loads and unloads trucks, and other conveyances; moves supplies and materials to proper location by wheelbarrows or handtrucks; stacks materials for storage or binning; collects refuse and salvageable materials. Digs, fills, and tamps earth excavations; levels ground using pick, shovel, tamper and rake; shovels concrete and snow; cleans culverts and ditches; cuts tree and brush; operates power lawnmowers. Moves and arranges heavy pieces of office and household furniture, equipment, and appliances; moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment. Spreads sand and salt on icy roads and walk-ways; picks up leaves and trash.

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-23	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-3	CONVICT LABOR	JUN/2003
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-39	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-40	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-41	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-42	52.232-1	PAYMENTS	APR/1984
I-43	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	MAR/2000
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	JUN/1996
I-48	52.232-20	LIMITATION OF COST	APR/1984
I-49	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-50	52.232-25	PROMPT PAYMENT	OCT/2003

CONTINUATION SHEET

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-55	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-56	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-57	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-58	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-59	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-60	52.242-13	BANKRUPTCY	JUL/1995
I-61	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-62	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dtaed April 1984)	AUG/1987
I-63	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-64	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-65	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-66	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-67	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	JUN/2003
I-68	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-69	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-70	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-71	52.248-1	VALUE ENGINEERING	FEB/2000
I-72	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-73	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-74	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-75	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-76	52.249-14	EXCUSABLE DELAYS	APR/1984
I-77	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-78	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-79	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-80	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-81	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-82	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-84	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-85	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-86	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-87	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-88	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-89	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-90	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-91	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-94	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-95	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-96	52.216-22	INDEFINITE QUANTITY	OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the

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Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after three and one-half (3 1/2) years after contract award.

[End of Clause]

I-97 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990
020b06040202020204 (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed AMOUNT TO BE NEGOTIATED or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-98 252.219-7009 SECTION 8(A) DIRECT AWARD MAR/2002

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

US Small Business Administration
Alaska District Office
510 L Street Suite 310
Anchorage, Alaska 99501-1952
907-271-4022
800-755-7034

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions

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to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

[End of Clause]

I-99 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-100 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10

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U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-101 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-102 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

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I-103 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

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(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor

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as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-104 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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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	CDRL 0401	17-MAR-2004	004	
Attachment 001	ATTACHMENT A	17-MAR-2004	013	
Attachment 002	ATTACHMENT B	17-MAR-2004	004	