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ASSISTANT SECRETARY OF DEFENSE

WASHINGTON, D.C. 20301-1400

DEC 2 8 1992

Ref: 92-FOI-1658(A)

Mr. Robert Allen Evers
Schnader, Harrison, Segal & Lewis
Suite 1000
1111 Nineteenth Street, N.W.
Washington, D.C. 20036

COPY

Dear Mr. Evers:

This is in response to your Freedom of Information Act (FOIA) appeal of October 12, 1992.

In response to your appeal, the Defense Security Assistance Agency (DSAA) conducted another search for records responsive to your request. The attached records, located on DSAA's second search, and released in part, contain commercial or financial information which was received in confidence. The records also represent issues which are not yet finalized, therefore qualifying as deliberative and predecisional, the premature release of which would adversely affect the government's negotiating position.

Accordingly, I must withhold the information pursuant to 5 U.S.C. 552 (b) (4) and (b) (5). Please be advised that you have the right to judicial review in a United States District Court in accordance with 5 U.S.C. (a) (4) (b).

Sincerely,

Robert W. Taylor

Principal Deputy Assistant Secretary of Defense (Public Affairs)

10/



United States of America Modification 2 to Letter of Offer and Acceptance

SI-B-JBP

Based on SANG letter 3 Jun 92

Mail to: Government of Saudi Arabia, Saudi Arabia National Guard, Riyadh, Saudi Arabia.

Pursuant to the Arms Export Control Act, the Government of the United States (USG) hereby nctifies the Purchaser of Modification of the Letter of Offer and Acceptance (LOA) identified above. All other terms and conditions of the LOA remain unchanged.

This Modification is for: Reducing the dollar value and revising the description of Line 16. This is due to obtaining a detailed description of radio equipment needed. The radio equipment is redefined as Lines 23 through 50, and Annexes C and D. The remaining dollars on Line 16 will be used for communication equipment as needed. Notes 9,15;21 (continued on page 23, note: 93)

Estimated Cost: Terms of Sale: Cash repor to Derivery - Dependable Undertaking

Initial Deposit: \$0

Transmittal # 90-36

DATE OF IMPLEMENTATION

1 6 NOV 1992

This page through page 29 attached are part of this Modification.

The undersigned are duly acrespectively furnish and acknowledges	uthorized repr edge receipt o	esentatives of their Governments f this Modification:	and hereby
Yun Hehren	2000492		-
U.S. Sighature COL PHILIP J. SCHROCK DIRECTOR SAUDI MODERNIZATION DIRECTORATE	200cf92 Date	Purchaser Signature	Date
Typed Name and Title		Typed Name and Title	
U.S. ARMY SECURITY ASSISTANCE CMD, ALEXANDRIA, VA 22333-0001	. ·		
Implementing Agency		Agency	
R. J. Malachowski	d 3 NOV 1992	•	

This Modification provides notification of changes as follows:

(1) Itm Nbr	(2) Description/Condition		(3) Oty, Unit of Issue	(4) Cost (a)Unit	s (b)Total	(5) SC/MOS/ TA or Note	(6) Ofr Rel Cde	Tr
16	PREVIOUS H2Z 582200RAD10TV	(N)	\$	\$				<u></u>

			Previous	Revised
(8) (9) (10) (11) (12)	Net Estimated Cost Packing, Crating, and Handling Administrative Charge Transportation		\$ \$ \$	
(13)	Total Estimated Cost	. •	\$	

To assist in fiscal planning, the USG provides the following anticipated costs of this LOA.

ESTIMATED PAYMENT SCHEDULE

PAYMENT DATE	QUARTERLY	CUMULATIVE
Cumulative To Date (15 15 Jun 1993 15 Sep 1993 15 Dec 1993	Mar 1993) \$	
15 Mar 1994 15 Jun 1994 15 Sep 1994 15 Dec 1994		

ESTIMATED PAYMENT SCHEDULE (Continued)

15 Mar 1995 15 Jun 1995 15 Dec 1995 15 Mar 1996 15 Jun 1996 15 Sep 1996 15 Dec 1996 15 Jun 1997 15 Jun 1997 15 Sep 1997	MENT DATE	QUARTERLY	CUMULATIVE
15 Sep 1995 15 Dec 1995 15 Mar 1996 15 Jun 1996 15 Sep 1996 15 Dec 1996 15 Mar 1997 15 Jun 1997			
15 Dec 1995 15 Mar 1996 15 Jun 1996 15 Sep 1996 15 Dec 1996 15 Mar 1997 15 Jun 1997			
15 Mar 1996 15 Jun 1996 15 Sep 1996 15 Dec 1996 15 Mar 1997 15 Jun 1997			
15 Jun 1996 15 Sep 1996 15 Dec 1996 15 Mar 1997 15 Jun 1997			
15 Sep 1996 15 Dec 1996 15 Mar 1997 15 Jun 1997	Mar 1996		
15 Dec 1996 15 Mar 1997 15 Jun 1997	Jun 1996		
15 Mar 1997 15 Jun 1997	Sep 1996		
15 Jun 1997	Dec 1996		·
15 Jun 1997		•	
	Mar 1997		i i
15 Sep 1997	Jun 1997		ļ.
	Sep 1997		1
Total Dollar Amount: \$		Total Dollar Amount:	\$

(1) Itm Nbr	(2) Description/Condition	חפ	(3) Oty, Unit of Issue	(a)Unit	(4) Costs (b)To	ota i	(5) SC/MOS/ TA or Note	(6) (7 Ofr De Rel Tr Cde Cc
a.	Jaguar Radios to be installed in vehicle contractors facility Communication Equipm to include intercoms helmets and antennas	and ent						
16	REVISED H2Z 582200RAD10TV	(N)						
a.	A Communication Equipment Note 47 SC	(P)						
23	ADDED H2Z 582200RAD10TV	(N)						
a.	A NNSN AN/VRC-92 Radio Systeconsisting of the components listed in 64 Notes 21 ,35 & 59							
b.	A NNSN AN/VRC-90 Radio Syste consisting of the components listed in 65 Notes 21 ,35 & 59							
c.	A NNSN AN/PRC-119 Manpack Ra System consisting of components listed in 66 Notes 21 ,35 & 59	the						

(1) Dim Nbr	(2) Description/Condition	(3) Qty, Unit of 	(a)Unit	(4) Costs (b)Total	(5) (6) (SC/MOS/ Ofr D TA or Rel T Note Cde Co
đ.	A (P) NNSN Manpack Accessory Kit consisting of the components listed in note 67 Notes 21 ,35 & 59				HOLE CHE C
е.					
f.	A (P) NNSN RF-5000B-400A HF Radio System consisting of the components listed in note 69 (Base- Station) Notes 21 ,35 & 83				
g.	A (P) NNSN VHF Radio Remote Control Unit (SRCU) to include items listed in note 80 Notes 21,35 & 59				
'n.	A (P) NNSN RF-3045 L/R Remote Audio Control Set consisting of the components listed in note 70 Notes 21 ,35 & 83			×	
i.	A (P) NNSN RF-5000B-125 Radio System consisting of the components listed in note 71 (Base Station) Notes 21 ,35 & 83				

(1) Itm Nbr	(2) Description/Condition	(3) Oty, Unit of Issue	(a)Unit	(4) Costs (b)Total	(5) (6) (7 SC/MOS/ Ofr De TA or Rel Tr Note Cde Cd
j.	A (P) NNSN RF-5000V-125 HF Radio System consisting of the components listed in note 72 to support In-Country Vehicles Notes 21 ,35 & 83				
k.	A (P) NNSN RF-5000V-125 HF Radio System consisting of the components listed in note 73 to support In-Country Vehicles Notes 21 ,35 & 83				
24	ADDED H9A 580000COMPART (N)				
ā.	5985010724461 A (2) Antenna Head				
b.	5820002403720 A Antenna Elements (2)				
с.	5995010851665 A Coaxial Cable (2)				
d.	5995012197025 A (2) Cable Assy, RF, CG-3856 Note 35				_
е.	5995013100335 A (2) Cable Assy (W4) Note 35				
25	ADDED J2Z 3895004988343 (N) A Note 35 (2) Reel Wire RL-39				

(1) Itm Mbr	(2) Description/Condition	1	(3) Oty, Unit of Issue	(a)Unit	(4) Costs	(b)Total	(5) SC/MOS/ TA or Note	(6) (: Ofr O: Rel T: Cde Ci
26	ADDED H1P 5805012177310 A SP Telephone Set, TA- 312A/PT Notes 21 & 35	(N) (P)						
17	ADDED H1P 5805007156171 A SP Switchboard, SB-22A/P Note 21 & 35	(N) (P)						
23	ADDED H2G 5985010631574 A SP Long Range Antenna OE- 254() GRC Notes 21 & 35	(N) (P)						
29	ADDED H6Z 589Z0OOTHRCOM	(N)						:
a.	A NNSN ADT Teletype Terminal Consisting of Fax, Printer and Cables SP Notes 21 ,35	(P) & 83						i
30	ADDED J6R 619ZOOPWRDIST	(N)						
a.	6140010633918 A Rechargeable Battery & 5 90/ U	(2) 3B-						
b.	6135012146441 A Memory Battery BA-5372	(2)						1
с.	6145011554258							
	A DR-8 REEL Note 35	(2)						
d.	A 6135008357210 BA-30 Battery	(2)						

Identifier

CT_0_ 100

(1) Itm Wor	(2) Description/Condition		(3) Oty, Unit of Issue	(a)Unit	(4) Costs	(b)Total	(5) SC/MOS/ TA or Note	(6) Ofr Rel Cde	De Tr
31	ADDED H9B 9H9BOONSSPARE	(N)					Noce	<u>cae</u>	
3.	A NNSN Communication Ancillia and Support Equipment listed in Annex C SP Notes 21 35, 83	as							
32	ADDED J6T 669Z001NSTLAB	(N)							
a.	6625012656000 A AN/PSM-45 Notes 35 & 89	(P)							
ъ.	6625012769421 A SG-1288/G Note 89	(P)							
33	ADDED K8A 9K8AOOSPTEQSP	(N)							
a.	A Concurrent Spare Parts for 2 1/2 years for L/ 32b Notes 21,35, 91 8	/I							
34	ADDED H9A 580000COMPART	(N)							
a.	A Concurrent Spare Parts for 2 1/2 years for Ar C L/I 007 Notes 21,35, 91 8	nnex							_
35 a.	ADDED H9A 580000COMPART A Concurrent Spare Parts	(N) (2)							
	for 2 1/2 years for Ar C L/I 009 Notes 21,35, 91 8	nex							

•

/i: .Itm (2) Nbr Description/Condition	(3) Oty, Unit of 	(4) Costs (a)Unit (b)Total	(5) (6) SC/MOS/ Ofr TA or Rel Note Cde
ADDED 36 49A 580000COMPART (N)			
a. A (2) Concurrent Spare Parts for 2 1/2 years for Annex C L/I 010 Notes 21,35, 91 & 92			
ADDED 37 H9A 580000COMPART (N)			
a. A (2) Concurrent Spare Parts for 2 1/2 years for Annex C L/I 011 Notes 21,35, 91 & 92			
ADDED 38 H9A 580000COMPART (N)			
a. A Concurrent Spare Parts for 2 1/2 years for Annex C L/I 012 Notes 21,35, 91 & 92			
ADDED 39 H9A 580000COMPART (N)			
a. A (2) Concurrent Spare Parts for 2 1/2 years for L/I 26 Notes 21,35, 91 & 92			
ADDED 40 H9A 580000COMPART (N)			
a. A (2) Concurrent Spare Parts for 2 1/2 years for L/I 27			
Notes 21,35, 91 & 92 ADDED 41 H9A 580000COMPART (N)			

_ ----

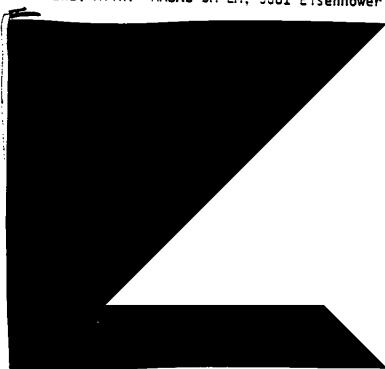
(1) I,tm Nbr	(2) Description/Condition	(3) Oty, Unit of Is sue	(a)Unit	(4) Costs (b)Totai	(5) (6) (7 SC/MOS/ Ofr De TA or Rel Tr Note Cde Co
ā.	A (2) Concurrent Spare Parts for 2 1/2 years for 1/1 28 Notes 21.35, 91 & 92				
42	ADDED J8A 768ZBOOKSPUBS (N)				
ā.	A (2) Publications (See Annex D) Notes 35 & 88				
43	ADDED NOO 000000FMSTRNG (N)				
a.	(P) NNSN In-Plant Contractor Training (VHF) See Note 63 Notes 35 & 59				
ъ.	NNSN Unit Level /Direct Support Level Maintenance Training (VHF) See Note 63 Notes 35 & 59				
с.	(P) NNSN Hopset/COMSEC Generation I&KP Training (VHF) See Note 63 Notes 35 & 59				-
44	ADDED NOO OOODOOFMSTRNG (N)				
a.	(P) NNSN In-Plant Contractor Training (HF) See Note 74 Notes 35 & 83				

(1) itm Nbr	(2) Bescription/Condition	(3) Oty, Unit of Issue	(4) Costs (a)Unit (b)Total	(5) (6) (7 SC/MOS/ Ofr De TA or Rel To Note 3 Cde Co
b.	NNSN In-Country Training (HF) See Note 75 Notes 35 & 83 ADDED			
45 a.	M1E 0205000THERTA (N) (3) NNSN Contractor Support consisting of Maintenance Plan Analysis, Sparing Plan Analysis, Pre- Fault Module Plan Analysis and Documentation Analysis (Harris) Notes 35 & 83			
ь.	NNSN Field Service Representative (Harris) Notes 35 & 83			
c.	NNSN Depot Capability/TMDE Notes 35 ,59 & 83			
đ.	NNSN Field Service Representative (VHF) See Note 63 Notes 35 & 59			
e.	NNSN Site Survey Team to evaluate In- Country Maintenance Capability Notes 35 & 59			
46	ADDED J6T 669ZDD1NSTLAB (N)			

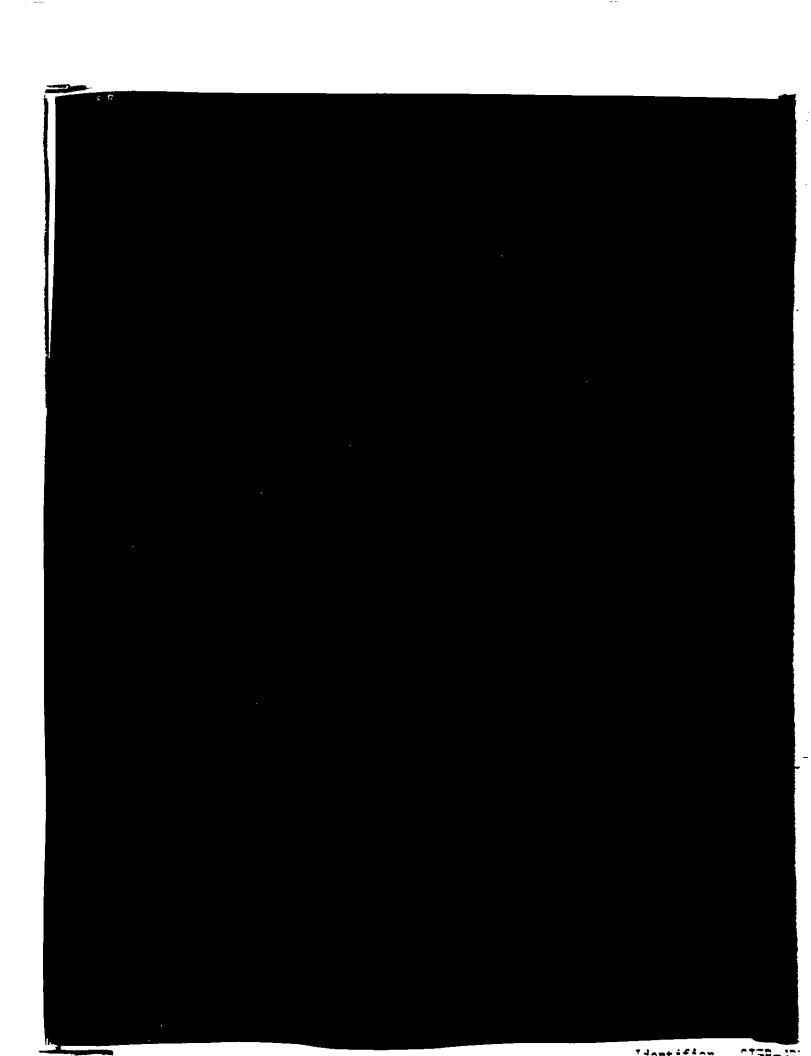
(3) (5) (6) (Qty, (4) SC/MOS/ Ofr 0 (2) Unit of Costs TA or Rel T Description/Condition Issue (a)Unit (b)Total Cde C Note 6625011262473 (P) Maintenance Test Set. AN/USM-465A Notes 21 & 35 ADDED 47 K8A 9K8AOOSPTEQSP (N)a. A (2) NNSN Concurrent Spare Parts for 2 years for AN/USM-465A, L/I 46a Notes 21 & 35 ADDED H2Z 592200RAD10TV 48 (N)a. A (P) NNSN AN/VRC-92B Radio System consisting of the components listed in note 84 Notes 35,38 & 58 ADDED 49 H1P 5805012177310 (N)A SP Telephone Set, TA-312A/PT Notes 35, 38, 458 ADDED 50 H2G 5985010631574 (N) A SP Long Range Antenna OE-254 () GRC Notes 35, 38, & 58

Signed Copy Distribution:

- 1. Upon acknowledgement of receipt, the purmodification to Defense Finance and Accounting 80270-5000.
- 2. One signed copy should also be returned Command, ATTN: AMSAC-SM-LM, 5001 Eisenhower



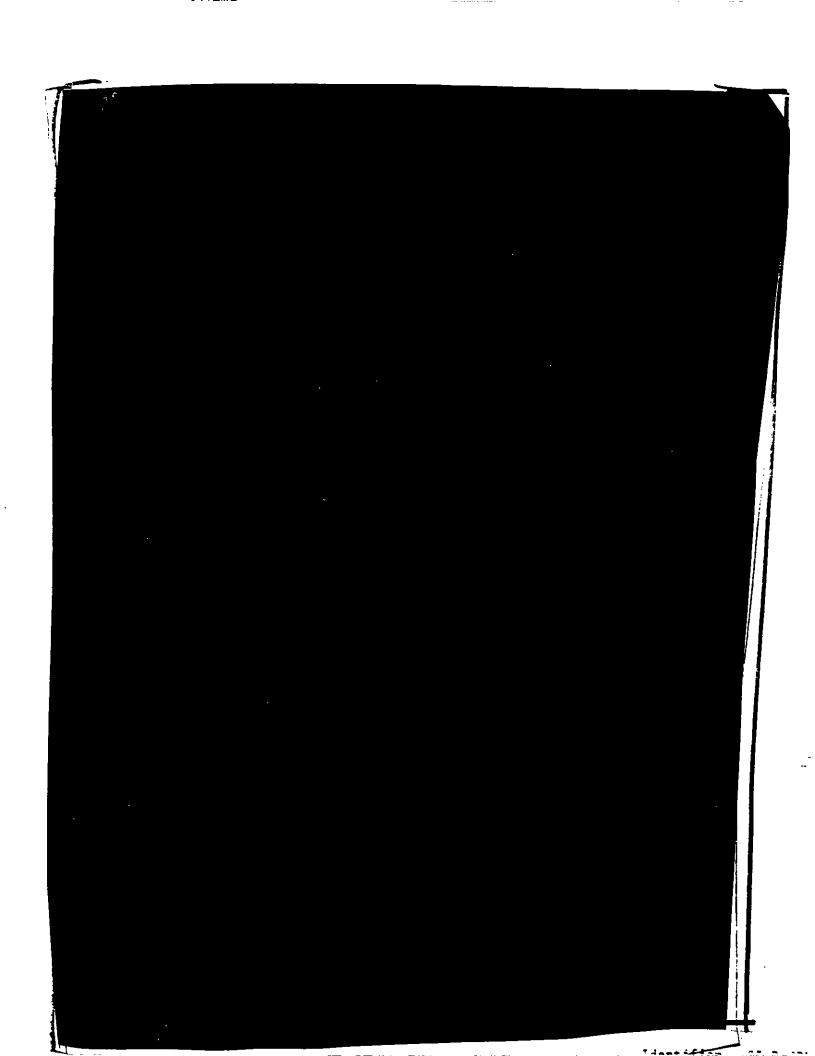
Note 16: CALIBRATION REQUIREMENTS (
offered are critical items for which cal
importance that timely and accurate calibrate
precise and correct measuring/testing. Peri
equipment is required to assure continued c
safety requirements, and will improve the
cycle. The necessary test, measurement, and
properly provide calibration support for the
has neither an organic capability nor an avaican consider through normal foreign militar
training required to ensure that these critic
operational readiness. (C1.A)

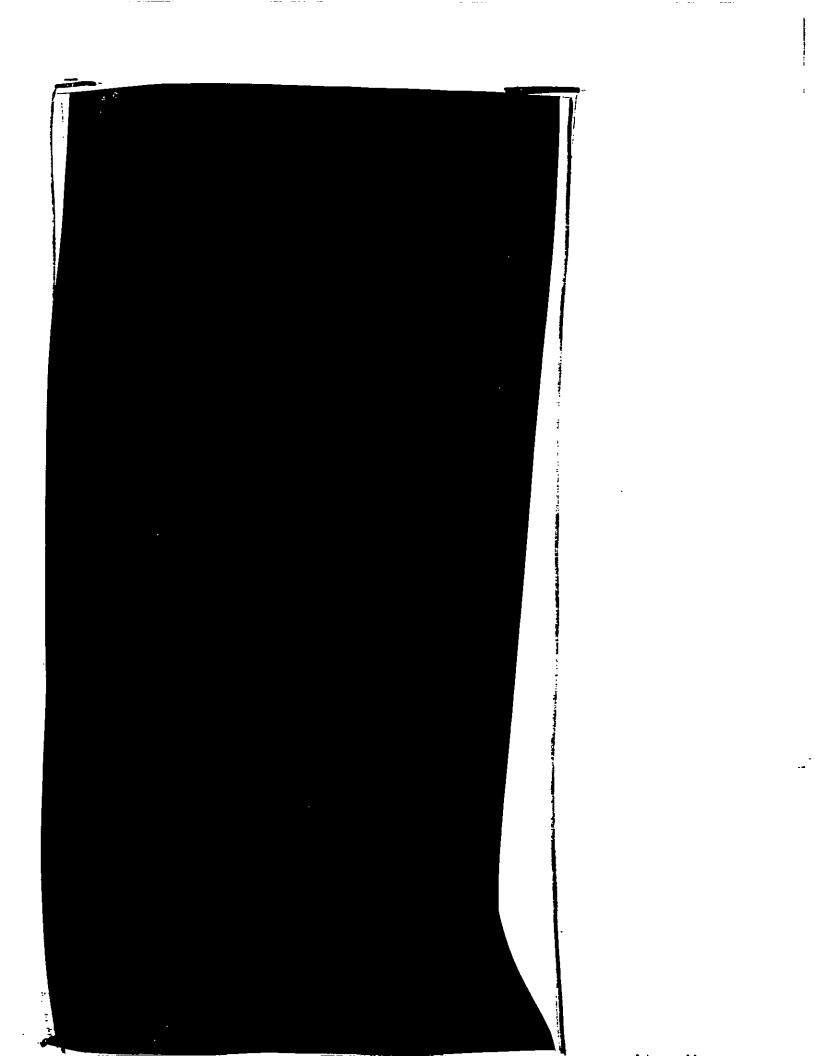


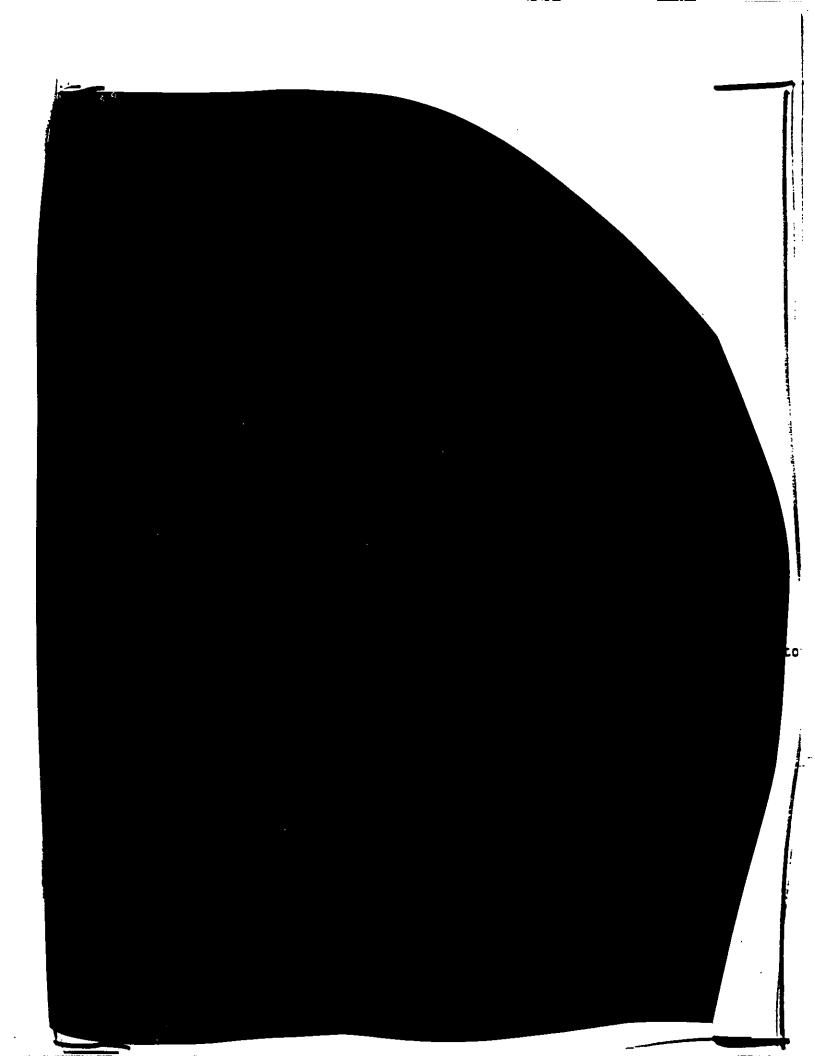


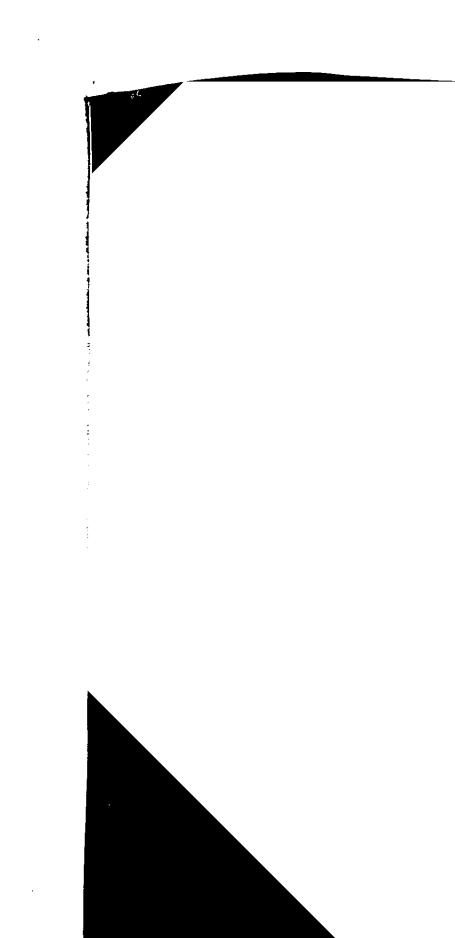
Note 62: ADVERSE CONDITIONS (ADDED) -

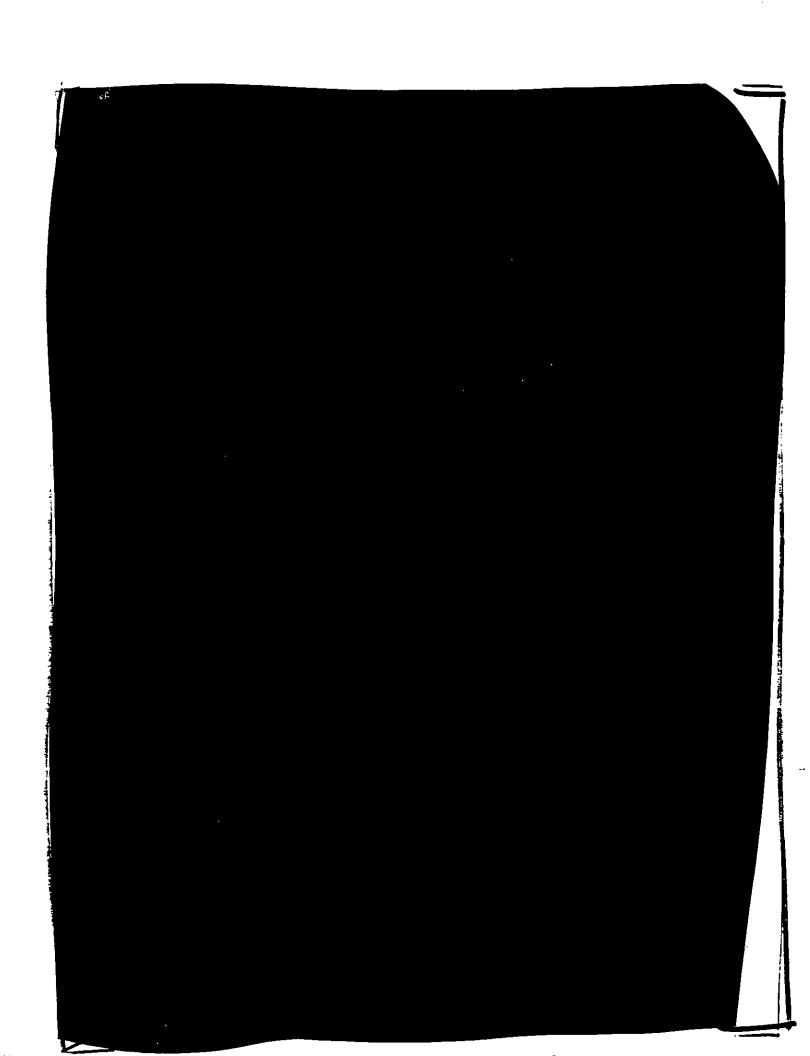
- a. In the event the U.S. Government determines that, due to war, armed conflictions insurrection, civil or military strife, or other adverse conditions, the safety, health, welfare of the 2 U.S. Government/Contractor personnel is threatened, the purchaser shall responsible for any additional costs incurred by the U.S. Government to retain supersonnel or to return such personnel and their dependents to the United States and secure replacements thereof, as applicable. In lieu of retention or replacement, the U.Government may elect to terminate services being provided by those personnel. Whether retain, replace, or terminate services of such personnel under the foregoing circumstance shall be within the sole discretion of the U.S. Government.
- b. The activities and responsibilities of the U.S. Government under this Letter of Office and Acceptance may be suspended at any time upon determination by the Head of the Unit: States Diplomatic Mission to Saudi Arabia, that, due to war, armed conflict, insurrection initiary or civil unrest or any other condition, the best interests of the United States require. Any special or additional costs resulting from such suspension shall be borned the Saudi Arabian Government. (A6.A2)

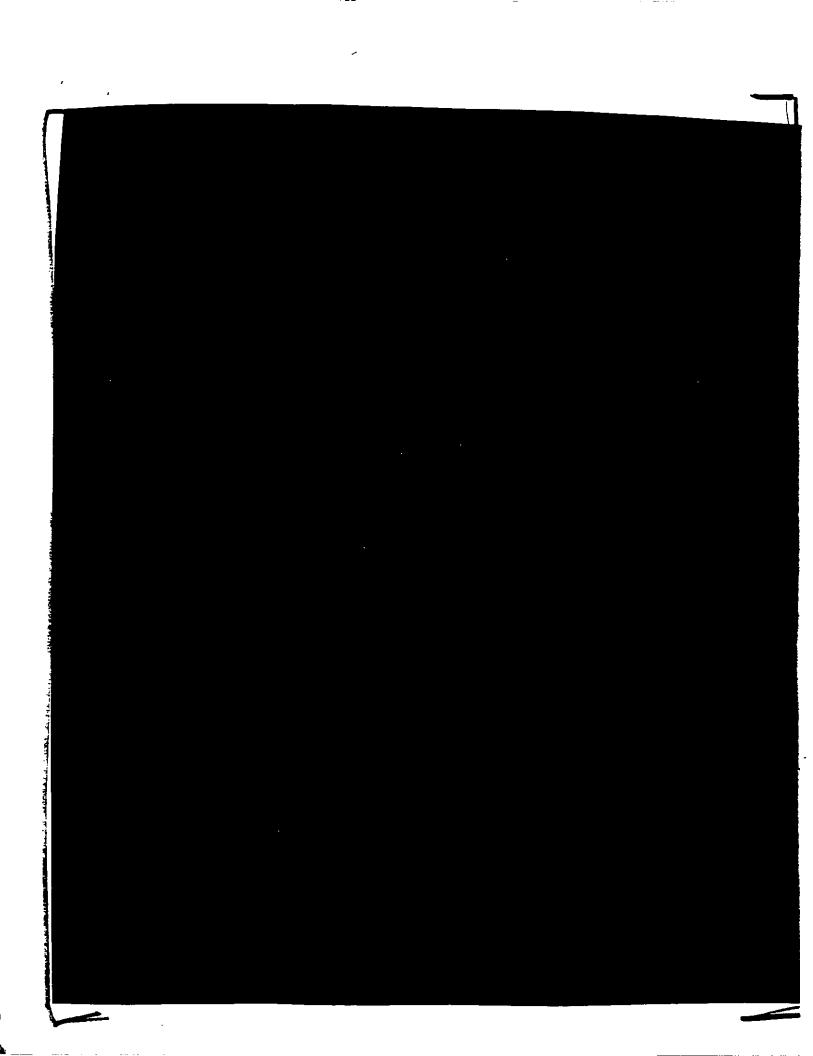


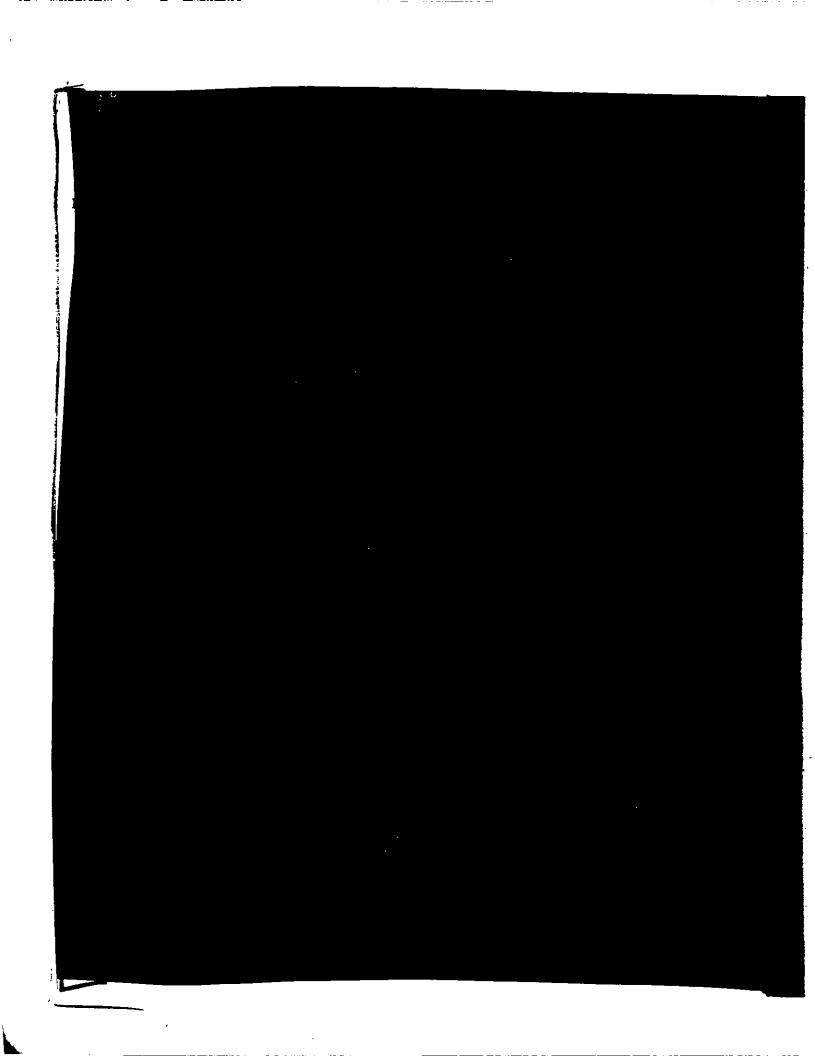














Note 92: CONCURRENT SPARE PARTS (CSP) (ADDED) - CSPs are shipped as they become available, with the final shipment anticipated no later than the lead time indicated. Parts may be furnished from either new, unused, or overhauled stocks, and they may be intermingled. All parts will meet U.S. troop standards of serviceability. The U.S. Army will use its best efforts to ensure that at least 75 percent of the CSP support is made available prior to release of the end item. If this is not possible, a waiver for release of the supported end item may be required. It should be recognized that failure to purchase CSP offered may result in poor maintenance and unacceptable failure rates of the end items they support. (C12.A1)

ANNEX C FOR LINE 31A

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(4) Costs (a)Unit	(b)Total	(5) (6) (7 SC/MOS/ Ofr De TA or Rel Tr Note Cde Cd
1	NNSN A Note 83 (P) Test Measurement and Diagnostic Equipment (TMDE) in the field See note 77 (Harris)				
2	NNSN A (P) Communications Manage- ment Device				
3	NNSN A (P) Key Processor				
4	NNSN A (P) Fill Device				
5	NNSN A (P) Printer				
6	NNSN A (P) Computer Hardware				
7	NNSN B Note 59 (P) Contractor Furnished Radio Test Set				,
8	NNSN A Note 59 (P) Contractor Furnished Bird Dummy Load				
9	NNSN A Note 59 (P) Contractor Furnished Fluke 8050A with 85RF Probe				

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of <u>Issue</u>		(4) osts (b)Total	TA or	(6) (7 Ofr De Rel Tr Cde Cc
10	NNSN A Note 59 (P) Contractor Furnished TEK 2235					
11	NNSN A Note 59 (P) Contractor Furnished HP- 5342A					
12	NNSN A Note 59 (P) Contractor Furnished Signal Generator 8642M					
13	NNSN A Note 59 (P) Contractor Furnished Lambda LRS-54M					
14	NNSN A Note 59 (P) Contractor Furnished OA- 9297E					
15	NNSN A Note 59 (P) Contractor Furnished Electronic Tool Kitd PPL927-105					
16	NNSN A Note 59 (P) Contractor Furnished Electronic Tool Kit PPL1859-101					
17	NNSN A Note 59 (P) Contractor Furnished Electronic Tool Kit PPL863-100					
18	NNSN A Note 59 (P) Contractor Spare Parts Package for VHF Radio					
	System and OA-9297E	*******	<u></u>	Annex	C (Contin	ued)

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	(a)Unit	(4) Costs (b)Total	(5) (6) SC/MOS/ Ofr TA or Rel Note Cde
19	NNSN A Note 83 (P) Contractor Spare Parts Package for HF Radio System (Harris)				
20	NNSN A Note 59 (P) Manuals & Publications (ITT) See note 81				
21	NNSN A Note 83 (P). Manuals & Publications (Harris) See note 81				
22	NNSN A Note 83 (P) Test Measurement and Diagnostic Equipment (TMDE) in the depot See note 76 (Harris)				
23	NNSN A Note 59 (P) Loud Speaker, LS-671 for SINCGARS.				
24	NNSN A Note 59 (P) 50 FT. Cable, CX- 13292 for LS-671				
25	NNSN A Note 83 (P) Mobile Maintenance Work Shop (Harris)				
26	NNSN A Note 85 (P) Test Program Sets (AN/USM-465A) for SINCGARS				
27	NNSN A Note 59 (P) Six Way Charger for BB- 590			Annex	C (Continued)

(3) (5) (6) Qty, (4) SC/MOS/ Ofr (2) Unit of Costs TA or Rel Nor Description/Condition <u>Issue</u> (a)Unit (b)Total Note Cde 1 28 NNSN Note 59 (P) Handsets to support the LS-671 Loud- speaker 29 NNSN A Notes 35, (P) 59 & 83 Installation Hardware to support the Non-LAV Vehicles 30 NNSN A Note 83 (P) Radio Training Equipment 31 NNSN Note 83 (P) Test Equipment for Module Level Training

ANNEX D FOR L/I 42

			311 C/ 1 4E/A		
(1) Itm <u>Nbr</u>	(2) Description/Condition	(3) Qty, Unit of Issue	(a)Unit	(4) Costs (b)Total	(5) (6) (SC/MOS/ Ofr C TA or Rel T Note Cde C
1	*TM 11-5805-262-12 (U) OPERATOR'S AND ORG MAINT MANUAL FOR SB- 22A/PT				
2	TM 11-5805-262-20P (U) ORGANIZATIONAL MAINT RPSTL FOR SB-22A/PT				
3	TM 11-5805-262-34 (R) DIRECT SUPPORT AND GENERAL MAINT MANUAL FOR SB-22A/PT				
4	TM 11-5805-262-34P (U) DIRECT SUPPORT AND GENERAL SUPPORT MAINT RPSTL FOR SB-22A/PT				
5	*TM 11-5805-210-12 (U) OPERATOR'S AND ORG MAINT MANUAL FOR TA- 312A/PT				
6	TM 11-5805-201-23P (R) ORGANIZATIONAL AND DIRECT SUPPORT MAINT RPSTL FOR TA-312A/PT	į			
7	TM 11-5805-201-35 (R) DS, GS AND DEPOT MAINT MANUAL FOR TA- 312A/PT				-
8	*TM 11-5985-357-13 (U) OPERATOR'S ORG AND DS SUPPORT MAINT MANUAL OE-254/GRC				
9	TM 11-5985-357-23P (R) ORG AND DS SUPPORT MAINT RPSTL OE-254/GRC	-			

(1) Itm Nbr	(2) Description/Condition	(3) Qty, Unit of Issue	C (a)Unit	(4) osts (b)Total	(5) SC/MOS/ TA or Note	(6) Ofr Rel Cde	T
10	TM 11-6625-3199-10 OPERATOR/ORG AN/PSM-45A					· 	_
11	TM 11-6625-3198-12 OPERATOR/ORG						

	ED STATES DEF NOTICE OF M OFFER AND MARKET REFERENCE	DDIFICATI ACCEPTA	ON OF		Government of Saudi Arabia	National Guard	
		1	SI-8-J8		Riyadh, Saudi	Arabia	
			NOTIC	E OF M	COFICATION		
***				G) NOIGE		7	
s)	Villipu &	Mrs_			0 47	11/1	
-	IAM D. MORGAN, I	TC GS			Countermedatory	for the second second	Al soun
, ACTI	NG DIRECTOR SAUL	I MODERNI	ZATION OFF	ICE	(10)	<u>/</u>	R. J. Mater.
	U.S. ARMY SE	CURITY ASS	SISTANCE		Typed Name and	Tille	
DATE:	CMD, ALEXAND	RIA, VA 2	22333-0001		AFAFC - S		- -
n DESCR	IPTION AND REASON.	FOR MODIFICA	ATION:		TRANSMITTAL	DENVER. CO. 80 ■ 90-36	<u> 1279–5000</u>
Contir	rpose of this mostion of CONUS Coued on Page 8)	dification AS Charges	is to rec	duce the	the unit/total	ase accepted 24 costs of Lines are in turn be	1-10 404
TEM (OR WEF.	ITEM DESCRIPTION			UNIT		MATED	AVAR
10. (12)	(12)		QUANTITY (14)	(15)	UNIT COST	TOTAL COST	AND RE
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	.C/Y) di Arabian Nati	, `				:	
Gua	rd Light Armore	d l					
Veh	icle - 25MM, LA	V-25 (S)					
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- GSTMA	ATED PACKING, CRATIN)		
						1 6 1	
) ESTIMA	ATED GENERAL ADMINE	STRATIVE COS	TS				
	ATED CHARGES FOR SE	JPPLY SUPPOR	T ARRANGEME	MT		8	
) OTHER	ESTIMATED COSTS						
	(24) ESTIMATES	TOTAL COST	*				
				REMAR		_	
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C	n anno et a DO Form 1513 es recente de Citada departmente e 1613-3 dess das trapas anno					الله حيا الله	
Charge of the Control	n alone et a DO Form 1913 et recente er which experimenty o MIS-8 dres that tropage arrays and combinate et en recenty (an extent.						
Charge of the Control	MIS-1 does not brown arrays and conditions of an expense (
Cheese of the control	MIS-1 does not brown arrays and conditions of an expense (notes by the grapes DO Aures (SIS and	ACKNOWLE	DGEME	در دخت والمطيب الد ما 	to parameter o DD Russ (
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10	REVISED 232001XXXXX10 (H) (D1C/Y) Saudi Arabian National Guard Light Armored Vehicle - Ambulance, LAV-A (S)						
12	PREVIOUS 1005010258095 (J) (F1F/Y) Machine Guns 7.62mm M240, for Line 1 (spares included)						
12	REVISED 1005010258095 (J) (F1F/Y) Machine Guns 7.62mm M240, for Line 1 (spares included)	AND THE PROPERTY OF THE PROPER					
13	PREVIOUS 1005012524288 (J) (F1F/N) Machine Guns, 7.62mm M240E1, for Line 1 (spares included)						
13	REVISED 1005012524288 (J) (F1F/Y) Machine Guns, 7.62mm M240E1, for Line 1 (spares included)						
17	PREVIOUS 00000000000P1A (P1A/N) a. (3) Weapon Development & Improvement for Line 4						
	REVISED 0000000000P1A (P1A/N)						

UNITED STATES DEPARTMENT OF DEFENSE CASE IDENTIFIER CONTINUATION SHEET FOR SI-B-JBP DD FORMS 1513, 1513-1 AND 1513-2 ESTIMATED ITEM DESCRIPTION پېد پر جمعتد د محمد QUANTITY TOTAL COST (3) Weapon Development & improvement for Line 4 **PREVIOUS** 21 429Z000SAFETY (J6N/N) (Q) 4240-01-258-0064 Nuclear Chemical Biological Protective Masks, M42 (Small) (Q) 4240-01-258-0065 Nuclear Chemical Biological Protective Masks, M42 (Medium) (Q) 4240-01-258-0066 Nuclear Chemical Biological Protective Masks, M42 (Large) REVISED 21 429Z000SAFETY (J6N/N) (Q) 4240-01-258-0064 Nuclear Chemical Biological Protective Masks, M42 (Small) (Q) 4240-01-258-0065 Nuclear Chemical Biological Protective Masks, M42 (Medium) (Q) 4240-01-258-0066 Nuclear Chemical Biological Protective Masks, M42 (Large)

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UNITED STATES DEPARTMENT OF DEFENSE - CASE IDENTIFIER SI-B-JBP DD FORMS 1513, 1513-1 AND 1513-2

(Continued from Block 11) to cover the overseas contract administration efforts be added as Line 22. This does not represent a change in scope. Line 12 is revised provide a new price and availability of M240 Machine Guns due to delay in c signature. Price on Line 13 is revised to reflect new availability and deletion Machine Gun Mounts. The mounts are being requisitioned under case SI-B- BBT. LINE is revised to cover additional funds required for weapon development. Line 21 revised to reflect the most current estimate of contractor prices. Notes 7, and 40 are revised. Notes 37 and 51 are deleted. Notes 54-58 are added. Financ prior to delivery- Dependable Undertaking.

Note 7: ADMINISTRATIVE CHARGE (CANCELLATIONS) (REVISED) - In the evitation of the sale/case is cancelled by the purchaser any time prior to the delivery of articles and/or services involved, the cancellation charge will be the greater of percent of the actual value or 2 1/2 percent of the total estimated articles/service of the actual delivered articles/services value or 1 1/2 percent of the estimate articles/services ordered value of the LOA at closure for line item(s) 1-15,19,20, 21 are cased to the content of the content of the load at closure for line item(s) 1-15,19,20, 21 are cased to the content of the load at closure for line item(s) 1-15,19,20, 21 are cased to the load at closure for line item(s) 1-15,19,20, 21 are cased to the load at closure for line item(s) 1-15,19,20, 21 are cased to the load at closure for line item(s) 1-15,19,20, 21 are cased to the load at closure for line item(s) 1-15,19,20, 21 are cased to the load to the load at closure for line item(s) 1-15,19,20, 21 are cased to the load to

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Note 56: DISTRIBUTION OF COPIES OF ACKNOWLEDGED DD FORM 1513-2 (AD Purchaser is requested to complete the acknowledgement of receipt blocks 25, 26, 28 of the DD Form 1513-2 and return signed copies as follows:

- a. The original and two copies to Commander, U.S. Army Security Assistance C ATTN: AMSAC-5M-LM, 5001 Eisennower Avenue, Alexandria, VA 22333-0001.
- b. One copy, with deposit which may be required according to the terms specified modification, to Security Assistance Accounting Center, ATTN: FSRA, Denver, CO (0.6)

Note 57: OVERSEAS CAS CHARGES-Line 22 will be used primarily to fund Contract (ADDED) Administration activities on the prime venicle production con

CASE IDENTIFIER SI-B-JBP Annex 8 (Revised)

FINANCIAT ANNEX B SUPPLEMENTARY FINANCIAL TERMS AND CONDITIONS

- This agreement is financed entirely with cash as indicated in block 27 of DD Fo 1513, Letter of Offer and Acceptance (LOA), or block 28 of 00 Form 1513-1, Amendment Offer and Acceptance. The purchaser agrees to make payments in such amounts and at su times as may be specified by the U.S. Government, including any initial deposit indicat on the LOA required to meet financial requirements arising from this case.
- The Foreign Military Sales Billing Statement, DD Form 645, will serve as to statement of account and billing statement. An FMS delivery listing identifying iter physically or constructively delivered, and services performed during the billing perio: will be attached to the billing statement. The Security Assistance Accounting Centi (SAAC) forwards billing statements to purchasers no later than 45 days before payment are due, and purchasers will forward payments in U.S. dollars to the U.S. Government time to meet prescribed due dates. Questions concerning the content of DD Form 6' billing statements and requests for billing adjustments should be submitted to to Security Assistance Accounting Center (SAAC/FS), Lowry AFB, Colorado 80279-5000.
- 3. Cash payments in U.S. dollars for initial deposits and amounts due and payable c quarterly billing statements (DD FORM 645) are to be forwarded to the SAAC or othe formally agreed upon repository in time to meet prescribed payment dates. The preferre method for forwarding cash payments is by bank wire transfer to the Department of tr Treasury account at the Federal Reserve Bank of New York using the standard federa reserve funds transfer format. Wire transfers will be accepted by the Federal Reserv System (FRS) only from banks that are members of the FRS, therefore, non-U.S. banks mus go through a U.S. correspondent FRS member bank. The following information is applicable
- a. Wire Transfer:

Treasury Department Name: TREAS NYS Treasury Department Code: 021030004

Agency Name AFAFC/SAAC

Agency Code: (3801) Air Force

Third Party Information: Identify reason for funds transfer.

Check Mailing Address: AFAFC/ACFC/SAAC/FSR P.O. Box 20030

Denver, CO 80220-0030

- 4. If full payment is not received by SAAC by the prescribed due date, intrest shall be charged as outlined in General Conditions, Paragraph 8.3.g. of Annex A to the LOA. The principal of the arrearage will be computed as the excess of cumulative financia requirements over cumulative collections shown in the FMS billing statement after the payment due date.
- 5. The initial deposit of Ω required to accompany this LOA is an integral part of the purchaser's acceptance.
- 6. The payment schedule provided below is for planning purposes. The SAAC shall request purchaser payments in accord with the payment schedule, unless 000 costs (including 90day forcasted requirements) exceed the amounts required by the payment schedule. Should this occur, DOD would be unable to comply with the advance payment requirement of the Arms Export Control Act and the U.S. will use its best efforts to provide a revised payment schedule (DD FORM 1513-2) at least 45 days prior to the next payment due date. The purchaser is required to make payments in accordance with quarterly billings (DD Form 645) issued by the SAAC regardless of the existing payment schedule.
- 7. It is understood that the values on the LOA are estimates, and that the final amount to be charged for items or services furnished will be equal to the final total costs to the U.S. Government. When final deliveries are made and all known costs are billed and collected, the SAAC will provide a "Final Statement of Account" which will summarize total final costs of this agreement. Should the final total costs be less than the funds

SI-B-JBP

Annex B (Continued)

collected, such excess funds will be available for payment of unpaid billings for or agreements. If there are no such unpaid billings, excess funds will be disposed of agreed upon between the purchaser and the Comptroller, DSAA.

8. To assist the purchaser in developing fiscal plans and annual budgets, the i Government provides its best estimate of anticipated costs of this agreement in following estimated payment schedule.

ESTIMATED PAYMENT SCHEDULE

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Cumulative To Date	(15 Jun 1992)\$		
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12/15/92			
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UNITED STATES DEPARTMENT OF DEFENSE - CASE DENYMER CONTINUATION SHEET FOR " SI-B-JBP DD FORMS 1513, 1513-1 AND 1513-2 OR OR NET. ESTIMATED OF ESUE ITEM DESCRIPTION ---PEL. QUANTITY UNIT COST TOTAL COST" 3 232001XXXXXX3 (H) (DIC/Y) Saudi Arabian National Guard Light Armored Vehicle - Antitank, LAV-AT (5) 4 232001XXXXXX4 (H) (D1C/Y) Saudi Arabian National Guard Light Armored Vehicle - Hortar, LAV-M(5) 5 232001XXXXXX (H) (D1C/Y) Saudi Arabian National Guard Light Armored Vehicle - Command and Control, LAV-CC (S) 6 232001XXXXXX6 (H) (DIC/Y) Saudi Arabian National Guard Light Armored Vehicle - Personnel Carrier, LAV-PC (S) 7 232001XXXXXX7 (H) (D1C/Y) Saudi Arabian National Guard Light Armored Vehicle - Recovery, LAV-R (5) 8 232001XXXXXX8 (H) (DIC/Y) Saudi Arabian National Guard Light Armored Vehicle - Ammunition Carrier LAV-AC (S) 9 232001XXXXXX9 · (H) (DIC/Y) Saudi Arabian National Guard Light Armored Vehicle - Engineer, LAV-E **(S)**

SI-B-JBP

<u></u>	1 1 13 13 13 13 13 13 14 A	10 1013-3	i	_				,	
OA PREF HO.	ITEM DESCRIPTION (Includes these Assets of Applicable)	QUANTITY	01	, [UNIT COST	TOTAL	~~~	AMERICATY AND	OFFE REL
1	0 232001XXXXX10 (H) (D1C/Y) Saudi Arabian National Guard Light Armored Vehicle - Ambulance, LAV-A (S)					TOTAL C		REMINI	coo
11	1005010861400 (J) (F1F/N) Spare Machine Guns, 25mm, M242, for Line 1								
12	1005010258095 (J) (F1F/Y) Machine Guns 7.62mm M240, for Line 1 (spares included)								
13	1005012524288 (J) (F1F/N) Machine Guns, 7.62mm M240E1, for Line 1 (spares included)								
14	1005003229715 (J) (F1F/Y) Machine Guns, .50 cal, M2, for Lines 3-9 (spares included)								
	1005010861400 (J) (F1F/N)								
	Machine Guns, 25mm, M242, for Line 1								
16	582200RAD10TV (H2Z/N)								
	a. (P) Jaguar Radios to be installed in vehicles at contractors facility and Communication Equipment to include intercoms, helmets and antennas								

UNITED STATES DEPARTMENT OF DEFENSE CAME DENTHER SI-B-JBP DD FORMS 1513, 1513-1 AND 1513-2

_	DD FORMS 1513, 1513-1 AND 1513-2					31 -2-00					
OR MEP. NO.				Und		EST	MATEO		44.55	iom	
NO.	(Industry-death Alembay application		QUANTITY	1321		UNIT COST	TOTAL CO	87	ARD ··	AEL I	
17	7 00000000000P1A (P1A/N)										
	a . Weapon Development & Improvement for Line 4	(3)									
18	137500EXPLOSV (G3Z/N)										
	a . Applique Armor	(3)									
19	02040000THQAT (M1E/N)										
:	a . Quality Assurance Team (QAT), for Lines 1-10	(3)									
20	768ZBOOKSPUBS (J8A/N)										
21	a. (Publications To be identified. 429Z000SAFETY	(3)									
21	(J6N/N)	Q)									
	4240-01-258-0064 Nuclear Chemical Biological Protective Masks, M42 (Small)										
	b . (1 4240-01-258-0065 Nuclear Chemical Biological Protective Masks, M42 (Medium)	(p									
	c . ((4240-01-258-0066 Nuclear Chemical Biological Protective Masks, M42 (Large)	9)									
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Note 1: POINTS OF CONTACT - Points of contact (POCs) for this transaction are a follows:

- a. Financial information: Security Assistance Accounting Center, Denver, CO 80279-5000
- b. Requisition, transportation, and supply information: Deputy for Operations, U.S Army Security Assistance Command, ATTN: AMSAC-OX, 3rd Street and M Avenue, Building 54 New Cumberland Army Depot, New Cumberland, PA 17070-5096.
- c. MAPAD information: Deputy for Operations, U.S. Army Security Assistance Commanc ATTN: AMSAC-OL-S, 3rd Street and M Avenue, Building 54, New Cumberland Army Depot, NE Cumberland, PA 17070-5096.
- d. Submission of reports of discrepancy: (Administrative, accessorial surcharges mathematical errors, or billing): Security Assistance Accounting Center, ATTN: FSRF. Denver, CO 80279-5000. (All others): Deputy for Operations, U.S. Army Securit Assistance Command, ATTN: AMSAC-OX, 3rd Street and M Avenue, Building 54, New Cumberlan. Army Depot, New Cumberland, PA 17070-5096.
- e. Status of discrepancies and materiel returns: Deputy for Operations, U.S. Arm Security Assistance Command, ATTN: AMSAC-DX, 3rd Street and M Avenue, Building 54, Ne Cumberland Army Depot. New Cumberland, PA 17070-5096.
- f. All other information: Commander, U.S. Army Security Assistance Command, ATTN AMSAC-MM-AP, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (P8.Al)
- Note 2: ACCEPTANCE Upon acceptance of this offer, the purchaser is requested t complete the form as follows:

Column 19, DD Form 1513 - Enter one of the following codes opposite each materiel line item, as applicable:

Code

Explanation

- A Automatic shipment. Shipments will be released automatically by the shipping activity without advance notice (notice of availability).
- Y Notice of availability. Advance notice is required before release of shipment. However, shipment can be released automatically if release instructions are not received by shipping activity within 15 calendar days. Parcel post shipments will be automatically released.
- Notice of availability. Advance notice is required before release of shipment. Shipping activity will follow up on the notice of availability until release instructions are furnished. Parcel post shipments will be automatically released.
- Blocks 29, 30, 31, 32, 36, and 37, DD Form 1513 Enter appropriate purchaser acceptance information.
- Block 33, DD Form 1513 Enter the MARK FOR code from 00D 4000.25-8-M, Military Assistance Program Address Directory (MAPAD), that identifies the organization in-country which is to receive the material. It is used in addressing shipments. As a minimum, it should consist of the port of discharge name and designator (water or air); street, city, and state/province address of organization; country name; and country service name.
- (All data necessary to personnel at the port of exit, port of discharge, in-country customs authorities, and overseas inland carriers to route materiel after receipt at port of exit should be included in this address. It should be brief as possible while remaining clear to the users. It should be in the language of the country, when possible, using English characters. Addresses should not be punctuated and should be properly blocked. The MAPAD must contain the customer-within-country required addresses, i.e., for parcel post, freight, documentation, etc. If the MARK FOR addresses are not

CASE IDENTIFIER
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published in the MAPAD or are incomplete, submit new or changed addresses with a reques for expedited publication to the Defense Automatic Addressing System Office, ATTN: MAPA Custodian, Gentile Air Force Station, Dayton, OH 45444-5320. (Furnish a copy to Deput for Operations, U.S. Army Security Assistance Command, ATTN: AMSAC-OL-S, 3rd Street an M Avenue, Building 54, New Cumberland Army Depot, New Cumberland, PA 17070-5096.))

Block 34, DD Form 1513 ~ Enter the appropriate freight forwarder code contained in th

Block 35. DD Form 1513 - Enter the purchaser's using service code (e.g., Army "8"; Ai Force "D"; Navy "P"). (A1.A1)

Note 3: DISTRIBUTION OF COPIES OF 1513 - On acceptance of this offer, th purchaser is requested to return signed copies as follows:

- a. The original and two copies to Commander, U.S. Army Security Assistance Command ATTN: AMSAC-MM-AP, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001.
- b. One copy, with deposit which may be required with acceptance according to the term specified in this LOA, to Security Assistance Accounting Center, ATTN: FSRA, Denver, C 80279-5000. (D6.A)

Note 4: PRICING (CONTRACTOR ESTIMATES) - Cost estimates used in this case are combination of the best estimates available; however, cost estimates do not include the most current procurement cost estimates from all contractors. The purchaser's desire for a Letter of Offer and Acceptance at an early date or our desire to include your procurement action with that of the U.S. Army or other customers precluded receiving contractor input on all contractor furnished items/services. (P14.C)

Note 5: DELIVERY TERM CODE (COLUMN 20, DD FORM 1513) - For definition of delivery term codes, see DOD 4500.32-R MILSTAMP, appendix M, figure M-1. (D3.A)

Note 6: PRESERVATION AND PACKING - Materiel will be packed and marked is accordance with MIL STDs 2073-1A and 129. The materiel will be preserved to level A and packed to not less than level B. (P12)

Note 7: ADMINISTRATIVE CHARGE (CANCELLATIONS) - In the event this entire sale/case is cancelled by the purchaser any time prior to the delivery of all articles and/or services involved, the cancellation charge will be the greater of 5 percent of the actual value or 2 1/2 percent of the total estimated articles/services ordered value or the LOA at closure for line item(s) 16-18 and the greater of 3 percent of the actual delivered articles/services value or 1 1/2 percent of the estimated articles/services ordered value of the LOA at closure for line item(s) 1-15,19,20 and 21. (A3.C)

Note 8: FREIGHT FORWARDING SERVICES- The U.S. Government (OPM-SANG) will contract for commercial freight forwarding services to transport the vehicles and other materiel from point of origin to the Saudi Arabian port of entry. The purchaser is responsible for transportation from Saudi port of entry to the LAV Deprocessing Facility in Riyadh. Transfer of title will pass to the purchaser at the point of origin.

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Note 14: GOVERNMENT FURNISHED EQUIPMENT (GFE) - When the U.S. Army purchase equipment for its own account, it provides to the contractor certain components as GFE Informally includes components such as machine guns and Nuclear, Biological ar Chemical (NBC) equipment. The material contained in this offer will meet the sar standards of serviceability that pertain to equipment delivered to U.S. forces.

Note 16: CALIBRATION REQUIREMENTS - Contained within the materiel offered ar critical items for which calibration is required. It is of the utmost importance that timely and accurate calibration be performed on these items so as to ensure precise and correct measuring/testing. Periodic calibration of applicable tools and test equipment is required to assure continued conformity with maintenance specifications and safet requirements, and will improve the end item serviceability throughout its life cycle. The necessary test, measurement, and diagnostic equipment (TMDE) is available to properly provide calibration support for these critical items. In the event the purchaser has neither an organic capability nor an available commercial source, the U.S. Government caused consider through normal foreign military sales channels a request for the TMDE and training required to ensure that these critical items do not cause degradation capacitional readiness. (Cl.A)

Note 18: - Effective 22 December 1987 section 562, P.L. 100-202 (FY 88 CR), amende: section 6200 of the Foreign Assistance Act of 1961 with the following provision which applies to this Letter of Offer and Acceptance:

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- "(e)(1) Any agreement for the sale or provision of any article on the United States Munitions List (established pursuant to section 38 of the Arms Export Control Act) entered into by the United States after the enactment of this provision shall expressly state that the article is being provided by the United States only with the understanding that it will not be transferred to Cyprus or otherwise used to further the severance or division of Cyprus.
- (2) The President shall report to Congress any substantial evidence that equipment provided under any such agreement has been used in a manner inconsistent with the (R12)

Note 19: DELEGATION OF AUTHORITY - Signature in Block 4 of this DD Form 1513 constitutes approval of the transfer of defense articles and services under section 782(a), DOD Appropriations Act 1982, PL 97-114 (or whatever designation this authority may be given in future appropriation acts). (D1)

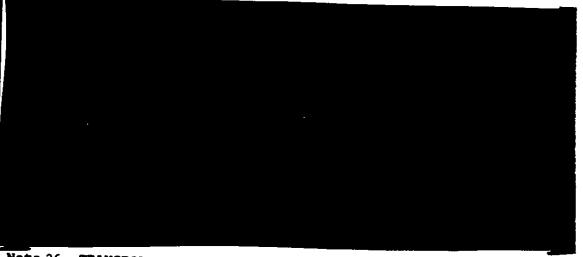
Note 20: AVAILABILITY LEAD TIME - The availability lead time reflected in column 18 of the DD form 1513 represents the time from date the case is implemented to the date items are to be made available to transportation. (A18.A)



Note 22: VEHICLE TESTING - The U.S. Army conducts testing on this equipment. Testing measures quality and reliability levels, conformance to the technical data package, and manufacturing procedures and processes. Delivery of vehicles used in the test program sample quantity may be delayed. Test vehicles will be rehabilitated to like-new condition and will be fully serviceable. A pro rata share of testing costs is included in the unit cost of all vehicles. (V2)

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Note 24: ADVERSE CONDITIONS - In the event the U.S. Government determines the due to war, armed conflict, insurrection, civil or military strife, or other adver conditions, the safety, health, or welfare of the U.S. Government and contract personnel is threatened, the purchaser shall be responsible for any additional cost incurred by the U.S. Government to retain such personnel or secure replacements thereo as applicable. In lieu of retention or replacement, the U.S. Government may elect terminate the services being provided by those personnel. Whether to retain, replace, terminate services of such personnel under the foregoing circumstances shall be with the sole discretion of the U.S. Government. (A6)



Note 26: TRANSPORTATION OF MATERIEL - It is U.S. Government policy to shi material subject to declared values at the highest valuation which produces the lowes transportation rate. This limits liability of the carrier for loss and damage claims of the coverage is desired, the purchaser should acquire insurance, or make othe arrangements for the balance of the value. (T14.L)

Note 28: SECURITY - In addition to the assurances contained in annex A, paragrap B.9 of this Offer and Acceptance, the purchaser certifies that it will maintain th security of any classified material/information (to include articles, plans, designs specifications, and technical data) described in this Offer and Acceptance commensurat with existing security agreements between the U.S. Government and the purchaser. If such security agreements do not exist, the purchaser certifies that: (a) classified U.S. Government material/information furnished under this Offer and Acceptance will be afforded a degree of security protection at least equal to that afforded by the U.S. Government; (b) such classified material/information will not be provided to anyone no: an officer, employee, or agent of the purchaser, except as specified in this Offer and Acceptance, without the approval of the U.S. Government; (c) the material/information will be used only for the purpose specified in this Offer and Acceptance; (d) the purchaser will promptly and fully inform the U.S. Government of any compromise, or possible compromise, of U.S. classified material/information furnished pursuant to this Offer and Acceptance; and (e) classified material/information will be provided only to those individuals having an adequate security clearance and a specific need to know in order to carry out the LOA program. The purchaser further certifies that if the U.S. classified .material/information is to be furnished to its contractor pursuant to saic Offer and Acceptance: (a) such material/information will be exchanged through official government channels; (b) the specified contractor has been granted a facility security clearance by the purchaser at a level at least equal to the classification level of the U.S. information involved; (c) all contractor personnel requiring access to such material/information have been cleared to the appropriate level by the purchaser; and (d) the purchaser will assume responsibility for administering security measures for the protection of such material/information while it is in the possession of its contractor. Additionally, if a commercial transportation agent or freight forwarder is to be used for shipment, the purchaser certifies that such transportation agent or freight forwarder has been security cleared at the appropriate level for the handling of classified material.

SI-B-JBP

(S3.A)

Note 30: REPORTING DISCREPANCIES - Notwithstanding the final sentence of paragraph 8.6 of annex A (General Conditions) of this LOA, any claim, including a claim for shortage (but excluding a claim for nonshipment/nonreceipt of an entire shipment) unless the U.S. Government determines that unusual and compelling circumstances involving latent defects justify consideration of the claim. Any claim for nonshipment/nonreceipt of an entire shipment received after 1 year from date of passage of title or billing whichever is later, will be likewise disallowed by the U.S. Government. (R6)

Note 32: PRESERVATION - Shipments of combat and tactical vehicles will be preserve: in Level B, drive-on/drive-off condition, unless otherwise specified by the purchaser (level A is long term storage). This enables freight forwarders and carriers to handle and transport the vehicles in a more efficient and cost effective manner and will expedite vehicle deprocessing. (P11)

Note 33: REQUISITIONING - Materiel on this case will be supplied under DOX 4140.17-M MILSTRIP (AR 725-50) procedures and DOD 4000.25-8-M MAPAD. The U.S. Army (R11.8)

Note 34: LEAD TIME FOR REPAIR PARTS - The U.S. Government makes its best effort to supply 75 percent of concurrent spare parts and ancillary/support equipment prior to the normal lead time required for the delivery of the end item. Due to the capability to supply the major defense equipment in the short lead time quoted, some ancillary/support equipment and/or required repair parts will arrive in-country subsequent to the delivery of the end item. (L3)

Note 35: PRICE AND AVAILABILITY - The quantity is not currently on contract nor have contract negotiations pertaining thereto been initiated. Therefore, the price and availability reflected are based upon established procurement cost estimating procedures only. If price and availability are changed as a result of actual contract negotiations, notification of such changes will be furnished according to current procedures. (P13.A)

Note 36: SUPPORTABILITY (SYSTEMS SUPPORT BUY OUT) - Items are supportable for length of time indicated:

Item:

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In the event the purchaser will require repair parts or other support to include training from the U.S. Government beyond the above stated period, the purchaser should request assistance from the U.S. Government in providing such support no later than 2 years prior to expiration of support capability date(s) stated above.

(S19.8)

Note 37: MATERIEL STANDARDS - Some of the major subassemblies to be supplied from the Army pipeline may have been overhauled at a U.S. Army depot. Overhauled items for certain commodities are supplied as condition code U, as explained in explanatory note 4 of annex A. Therefore, only parts and components of these items not meeting U.S. Armed

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Forces serviceability tolerances and estandards will have been-replaced; - e.g., internal components may be worn; and surface finishes may indicate prior usage. (M5.8)

Note 38: SOURCE OF SUPPLY CODE 'F' - In addition to the planned source of supp codes addressed in paragraph 3 of annex A (Explanatory Notes), the-planned source supply code "F" for line(s) 14 means that materiel will be offered from Special Defen Acquisition Fund (SDAF) assets. (S12)

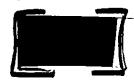
Note 40: TRANSPORTATION (DELIVERY TO VESSEL (ONBOARD) PORT OF EXI: DELIVERY TERM CODE 8) -

a. The U.S. Government is responsible for transportation from CONUS point of origin and including unloading, handling and storage aboard vessel at port of exit. Althou these items will be shipped on a U.S. Government bill of lading, transfer of title wi pass to the purchaser at the point of origin. Custody must not be construed to me retention of title (see paragraph A.4 of annex A (General Conditions) to this DD Fo 1513). Materiel and supplies specified herein will, unless a specific waiver is grant: by the U.S. Government, be loaded at a U.S. military controlled terminal.

Purchaser is responsible for vessel discharge, port handling, and subsequer arrangements and costs. The following charges are based on the most accurate informatic available at time of case preparation:

CONUS inland transportation

CONUS port handling (T14.6)



Note 41: SECURITY REQUIREMENTS (MATERIEL) - Pursuant to paragraph 8.9, annex of DD Form 1513, the purchaser shall provide the same degree of protection as required ! the U.S. Army for material identified in line item(s) 11-14 and 18 while it is under the control of purchaser or purchaser's duly authorized agent/representative for transportation, storage, use, or other disposition. Such protection shall, as a minimum conform to the standards and criteria prescribed/categorized in Note 28. Purchase further agrees to ensure that all personnel responsible for this materiel are aware c these requirements. (S6.A)

Note 42: MINIMUM PROCUREMENT QUANTITY (MPQ) - Item is not currently c contract and the quantity requested does not represent a MPQ for procurement. The its is offered based upon possible combination with requirements for U.S. Army procurement action. If quantity is reduced, a substantial price increase and change in delivery les time may occur. If a contract is not awarded, this quantity is subject to cancellation

Note 43: PRICE AND AVAILABILITY - Price and availability is based on acceptance of this case during the month of January 1991. Earlier acceptance will not necessaril reduce availability lead time. (P13.B)

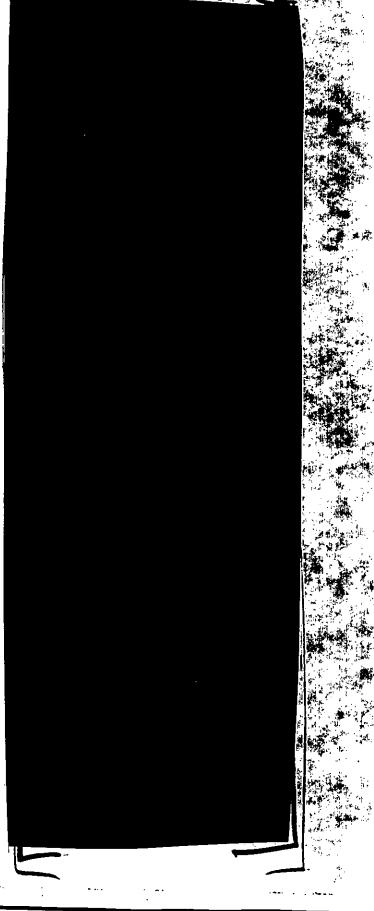
Note 44: DELIVERY SCHEDULE- Line item(s) 1-10 will be available in increments. Th following schedule applies:

LINE ITEM

AVAIL

QUANTITY

UNITED STATES DEPARTMENT OF DEFENSE SI-B-JBP TO DD FORMS 1513, 1513-1 AND 1513-2



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CONTINUATION SHEET FOR SI-B-JBPP DD:FORMS:1513;21513-1 AND 1513-2

Note 49: HAZARDOUS MATERIEL (ASC WHETLERITE CHARCOLL) - Line item(s) 20a.t and c contain(s) ASCIWhetlerite charcoal which has hexavalent chromium as manaceth ingredient. Ouring testing conducted IAW United States environmental laws. ASCIWhetlerit charcoal exhibited the characteristics of a hazardous waste duemto schromium oin the leachate exceeded United States standards. Items containing this charcoal must be ket dry since exposure to water can:create a possible environmental hazardous must be ket the protection afforded by the ritem against blood agents. When mused maccording tinstructions, items containing this charcoal pose no danger to the user. Serviceability of items is covered in the appropriate technical manuals and supply bulletins for the end items which govern useful life and exchange criteria. Under United States alays item contains this charcoal must be handled as a regulated hazardous waste when the vitem become wet, damaged, or are scheduled for disposal. Users, and potential users, an advised to review their handling and disposal procedures for these items using the about information and their countries environmental policies/laws as guidance.

Note 50: DELIVERY SCHEDULE - Line item(s) 15 will be available in increments. The following schedule applies:

DATE

Note 51: PACKING, CRATING, AND HANDLING (PCH) - Item(s) 12 and 14 will be shipped from U.S. Army depots regardless of the source of supply indicated; therefore PCH charges have been applied. (P1.A)

Note 52: TRANSPORTATION (DELIVERY TERM CODE 2) - a. The-U.S. Government i responsible for inland transportation to the contractor's facility. Although these item will be shipped on a U.S. Government bill of lading, transfer of title will pass to you government at the point of origin. Custody must not be construed to mean retention of title (see condition A4 of annex A, DD Form 1513).

b. The following charge is based upon the most accurate information available at the time of case preparation:

CONUS Inland Transportation Line 15



OTY

Note 53: CONTRACTOR TRAINING- Training will be accomplished under the existing Saudi Arabian National Guard FMS Case SI-B-WEJ.

United States Department of Defense & CONTINUATION SHEET FOR TH DO FORME 1512,1513-1 AND 1513-2

CASE IDENTIFIER -SI-B-JBP ~ Anner &

FINANCIAL ANNEX B

SUPPLEMENTARY FINANCIAL TERMS AND CONDITIONS ...

- 1. This agreement is financed entirely with cash as indicated in ... block 27 of DD Form-1513, Letter of Offer and Acceptance (LOA), orblock 28 of DD Form 1513-1, Amendment to Offer and Acceptance. The Purchaser agrees to make payments in such amounts and at such times as may be expectited by the U.S. Government, including any initial deposit indicated on the LOA required to meet financial requirements arising from this case.
- 2. The Foreign Military Sales Billing Statement, DD Form 645, will serve as the statement of account and billing statement. An FMS Delivery Listing identifying items physically or constructively delivered, and services performed during the billing period, will be attached to the billing statement. The Security Assistance Accounting Center (SAAC) forwards billing statements to Purchasers no later than 45 days before payments are due, and Purchasers will forward payments in U.S. dollars to the U.S. Government in time to meet prescribed due dates. Questions concerning the content of DD Form 645 billing statements and requests for billing adjustments should be submitted to the Security Assistance Accounting Center (SAAC/FS), Lowry AFB, Colorado 80279-5000.
- Cash payments in U.S. dollars for initial deposits and amounts due and payable on Quarterly Billing Statements (DD Form 645) are to be forwarded to the SAAC or other formally agreed upon repository in time to meet the prescribed payment dates. The preferred method for forwarding cash payments is by bank wire transfer to the Department of the Treasury account at the Federal Reserve Bank of New York using the standard federal reserve funds transfer format. Wire transfers will be accepted by the Federal Reserve System (FRS) only from banks that are members of the FRS, therefore, non-U.S. banks must go through a U.S. correspondent FRS member bank. The following information is applicable to cash payments:

a. Wire Transfer:

Treasury Department Name: TREAS NYC Treasury Department Code: 021030004

Agency Name: AFAFC/SAAC Agency Code: (3801) Air Force

Third Party Information: Identify reasons for funds transfer

b ... Check Mailing Address: APAFC/ACFC/SAAC/FSR P.O. Box 20030 Denver, Colorado 80220-0030

4. If full payment is not received by SAAC by the prescribed date, interest shall be charged as Outlined in General Conditions, Paragraph B.3.g. of Annex A to the LOA. The principal of the average will be-computed as the excess of cumulative financial requirements over cumulative collections (cash and loan) shown in the FMS Billing statement after-the payment due-date.

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SI-B-JBP Annex S (Continued)

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- 6. The payment schedule provided below is for planning purposes. The SAAC shall request Purchaser payments in accordance with the payment schedule, unless DOD costs (including 90 day forecasted requirements) exceed the amounts required by the payment schedule. Should this occur, DOD would be unable to comply with the advance payment requirement of the Arms-Export Control Act and themU.S. will use its best efforts to provide a revised schedule (DD Form-1513-2) at least 45 days prior to the next payment due date. The-Purchaser is required to make payments in accordance with quarterly billings (DD Form 645) issued by the SAAC regardless of the existing payment schedule.
- 7. It is understood that the values on the LOA are estimates, and that the final amount to be charged for items or services: furnished will be equal to the final total cost to the U.S. Government. When final deliveries are made and all known costs are billed and collected, the SAAC will provide a 'Final Statement of Account' which will summarize total final costs of this agreement. Should the final total costs be less than the funds collected, such excess funds will be available for payment of unpaid billings for other agreements. If there are no such unpaid billings, excess funds will be disposed of as agreed upon between the Purchaser and the Comptroller, DSAA.
- 8. To assist the Purchaser in developing fiscal plans and annual budgets, the U.S. Government provides its best estimate of anticipated costs of this agreement in the following estimated payment schedule:

ESTIMATED PAYMENT SCHEDULE

1	ESTIMATED PAYMENT SCHEDULE	•
PAYMENT DATE	QUARTERLY	Cumulative
Initial Deposit		
06/15/91		
09/15/91		
12/15/91		
1		
03/15/92		
06/15/92		
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DD FORM 1513C

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PAGE-19 OF 20 PAGES

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Annex:8 (Continued)

PARMENT DATE

03/15/97 06/15/97

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Total Dollar Amount:

