

Care and preservation only of any remaining U.S. assets (e.g., command operating stocks) which are to be removed from France by the component commander.

In the case of the Air Force, all property has been removed from France for which there was a requirement elsewhere with the exception of Evreux. Colonel Tarver has some items for operations—GCA, ground control approach, and Tacan facilities. He will remove all of those by the 1st of July. The whole objective was, if there was a requirement for any items, they were removed prior to our taking them over.

Mr. ROMNEY. You are speaking about a requirement within the Military Establishment and not a requirement for AID, for example?

Colonel REGAN. That is true. But all the assets in France of both the Army and the Air Force have been screened thoroughly by Government agencies. For example, some trailers from this base went to AID.

Mrs. HECKLER. Were the requirements communicated through NICP?

Colonel REGAN. Yes, all the way through, Air Force and Army.

Mr. ROMNEY. When you talk about property you are not talking about related personal property?

Colonel REGAN. I am not talking about radiators, lighting, and so forth, unless there was a requirement for a generator or transformer. When we had a requirement for those we moved them.

Mr. ROMNEY. But a listing of generators, radiators, and so forth, was not circulated to all Government agencies so they knew what was available here in France?

Colonel REGAN. I am not familiar with that. I was not in headquarters and did not get in this business until March.

Colonel TARVER. I believe it was circularized. In closing the bases all the commands were invited to come and look at the bases themselves and they had a list of the items available and if they had a requirement they could tell our headquarters, "You have this at Evreux; we have a requirement for it and we want it."

To give you an example, we have pulled generators off this base but have kept some behind because as long as the airfield is operational I have not have backup power in case the power at Evreux goes off. This has happened in the last 3 weeks. When we close the operation down on the 12th of June, actually, we will remove the high value items and ship them to Germany.

Colonel REGAN. Another of our functions is as follows:

Responsibility, with USAFE and USAREUR support, for the negotiation of "Operational Base" sales.

An "operational base" is defined as follows:

A U.S. Military Base facility in France which the GOF has requested be turned over to French authorities in operating condition, requiring therefore that certain facilities and related personal property be left in place, pending negotiations.

There were only two operational bases left in France which the French desired to buy in operating condition. One was Toul-Rosieres and the other was Chateauroux. On Toul-Rosieres, USAFE left \$225,000 worth of items for which they had a requirement or could use but it was not a critical requirement. We negotiated a sale with the Gov-

ernment of France on Toul-Rosieres. We sold the Government of France all U.S.-funded related personal property.

We, through our computations, estimated that the maximum fair market value that we could obtain for the related personal property at Toul was \$_____. The French initial offer for this RPP was \$220,000. We actually sold it for \$795,000, and I turned the base over officially to the French on the 16th of May, and when I turned it over we pulled all of our personnel out and sent them out of France with the exception of the officer in charge, because he had additional responsibilities.

Mrs. HECKLER. What about Chateauroux?

Colonel REGAN. Chateauroux is a peculiar base divided into two portions. One is called Déols and the other is La Martinerie.

Mrs. HECKLER. Are you negotiating that now?

Colonel REGAN. On the Déols portion of Chateauroux the estimated maximum fair market value was \$_____. The initial French offer was \$110,000, and we sold it for \$360,000. This, again, applies to only the U.S.-funded related personal property.

I will make a clarification here. Chateauroux is the only U.S. air base that is not NATO. This is strictly United States. All the others in France are NATO bases which we have occupied and used. On La Martinerie we are still negotiating. We have not sold it.

In the case of Toul, this was purchased by the French Air Force. In the case of the Déols portion of Chateauroux it was purchased by the French Government for the Serima overhaul depot. The French Army is interested in La Martinerie but we have not agreed on a price.

Again on functions:

MLS is not responsible for the disposition (by sale or otherwise) of NATO property, except as directed by competent authority in the section of final transfer to GOF of the base/facility involved.

I think this is self-explanatory. We do not sell NATO property. We do not have this authority in MLS.

The next function is:

Disposal of remaining personal and related personal property, according to economic determination, i.e., disposal by procedures most economically advantageous to the U.S. related personal property not otherwise disposed of will be placed on real property records. This property thus becomes a part of the facility turned over to GOF, and will be the subject of Embassy residual value negotiations.

I have a list of the sales completed to date together with the total U.S. investment, the acquisition cost of RPP, the original French offer and the actual sales price negotiated, and a comparison of what we can get by selling the same equipment through FESO. We feel by far we are getting the most for the U.S. Government through negotiated sales. An example is the Jeanne d'Arc Hospital which we recently sold. It is an Army hospital. The estimated fair market value was \$_____. We sold it for \$460,000 and I would have to refer to my notes for the original French offer.

That is generally true, that we are getting more by negotiated sale. We are getting more than by selling through FESO.

I have the figures for you.

Mr. MONAGAN. We will receive them for the file and if they are not too bulky we will make them a part of the record.

Colonel REGAN. The next function is:

Support and assistance to the U.S. Embassy, Paris, in residual value negotiations.

We have recently been sitting down with the Embassy and NATO to see how best MLS could contribute to the negotiations, what type of computations we can make to help them in residual value negotiations.

Mr. MONAGAN. Residual value means determining the present value of an unexpired term of lease or other agreement, is that correct?

Colonel REGAN. That is correct. In the case of Toul, for example, the total U.S. investment in Toul was \$23 million. We sold Toul for \$795,000, but that was only the related personal property, it did not include the brick and mortar. They were left but that benefited the Government of France by our leaving them here so we would have a claim against the Government of France for that.

Mr. MONAGAN. That would not be based on a lease but on the remaining expected life of the buildings?

Colonel REGAN. Yes, 20-year life, built in 1962, good until 1982.

Mr. MONAGAN. Does this negotiation apply to all the 311 properties?

Colonel REGAN. Yes.

Mr. MONAGAN. Realizing that some of them would be very small.

Colonel REGAN. Yes. It will either be multilateral, which would be NATO residual value, or bilateral, which would be United States. One that is multilateral is Brienne.

The next function of MLS is:

Transfer of facilities and installations, held in custody, to appropriate authorities of the Government of France.

This [indicating] is our progress report of April 1967.

Mr. MONAGAN. Thank you. We will receive that for the file.

Colonel REGAN. Sir, we have released to the Government of France 93 Army and seven Air Force installations. Most of these were small and a lot of them were just leases. The only large facility we released to France was Toul.

Mr. MONAGAN. When you say "released" you mean without any compensation?

Colonel REGAN. Yes. The leases were released without compensation but we still have not put in our claims for termination of the contract.

Mr. MONAGAN. They are still subject to negotiation?

Colonel REGAN. Yes, sir; they still are.

I hopefully will return four major installations to the Government of France next week: Laon, Chaumont, Etain, and Jeanne d'Arc.

Mr. BARASH. I might ask what the sale price has been on the bases you just mentioned.

Colonel REGAN. I have it on all of them if you like.

Mr. MONAGAN. You go ahead and finish your statement and then we will go into that afterward.

Colonel REGAN. The next function of MLS is:

Acceptance of surplus commodity housing records and custody, concurrently with the transfer of the parent base. Surplus commodity housing real estate records and responsibility for custody of physical assets will remain with the accountable officer until transfer to MLS.

Sir, I am really not competent to discuss the surplus commodity housing. This is run by my other deputy. Except I can say we have taken over 392 housing units throughout France and we have made

certain recommendations regarding this surplus commodity housing. We had a private concern make a study of the estimated value of these particular housing projects. They are associated generally with the base. There is one close to here and there is one close to most of our large installations. This private concern made the study and it was forwarded to the next chain of command, USAREUR, and we will be able to take this surplus commodity housing and sell it as a package or lease it. This is back in Washington for recommendation.

General CLAY. We paid 20 years in advance for this surplus housing and lived in it 8 to 10 years and we figured out what our equity is and really do not expect to get it all back from the French. There was an engineering study made by a French organization which was not very favorable to our prospects for sale. We don't know what the answer is to this one.

Mr. MONAGAN. Do we have title to the real estate involved?

General CLAY. A 20-year lease.

Mr. MONAGAN. When you say 392 housing units you don't mean dwelling units, do you?

General CLAY. Nineteen separate packages, each with individual houses or duplexes. They will house 392 families.

Mr. GILROY. 2,400 units.¹

Colonel REGAN. Is it 2,400 altogether?

Mr. GILROY. Approximately 2,400.

Mr. MONAGAN. Who knows? We can all speculate.

Mr. GILROY. I think it is 2,404, Mr. Chairman. There are 10 or 12 they didn't know for sure if they had ownership to.

Colonel REGAN. Again on functions of MLS:

As available and within MLS legal personnel resources, provide counsel and assistance to U.S. military agencies and offices in France, to include legal counsel on any contract administration, contract termination, or procurement not otherwise provided for.

There are some other matters such as:

Labor relations, to include administration, and other matters related to the employment of French nationals.

All matters in connection with U.S. military personnel subject to French criminal jurisdiction.

Administration of the field sales for MAP return from France until this continuing function can be absorbed by CINCUSAFE.

Effecting reimbursement settlements and reconciling financial accounts with the GOF for expenditures made under appropriate bilateral agreements.

This concludes our functions.

Mr. MONAGAN. Let us ask you questions and then we can go ahead with Mr. Sidman.

Mr. ROMNEY. Colonel, we were supplied, when we visited Jeanne d'Arc Hospital, a list of installations turned over to MLS as of April 5, 1967. This list includes 32. There are three others described as operational for support purposes. Is this a current list and how does this square with the number of facilities you said had been turned over to MLS?

Colonel REGAN. This is not a current list. MLS has all that property on that list except for 32 real properties that belong to the Petroleum

¹ See p. 201 below.

Distribution Command—as you know we have negotiated for continued use of the pipeline—and the Suippes gunnery range.

Mr. MONAGAN. This is a list of the property that had been closed and turned over to you on April 5 or prior to that time?

Colonel REGAN. Oh, yes, sir. I had not understood the question.

Mr. MONAGAN. And you say it is not a current list because you may have disposed of some?

Colonel REGAN. No; these do belong to MLS.

General CLAY. On the 1st of April we had about 36 properties. Some were required by the French Support Group for dependents. Later it was decided to turn all of them over to the Military Liquidation Section and hand receipt back to the French Support Group those required to support the dependents' mission. So in effect all of them have been turned over to MLS and some have been hand receipted back to the French Support Group or to Colonel Tarver to fill operational needs.

Mr. MONAGAN. So this list would be accurate as to those that have been turned over to MLS?

Colonel REGAN. Yes.

Mr. MONAGAN. We will make this list a part of the record at this point.

(The list follows:)

INSTALLATIONS

Closed and turned over to MLS 5 April 1967:

- | | |
|------------------------------|-------------------------------|
| 1. Nancy Depot | 17. Verdun Depot Activity |
| 2. Toul Depot | 18. Sidi Brahim Caserne |
| 3. Woippy Storage Facility | 19. Gribeauval Caserne |
| 4. Toul SCH | 20. Micro Angevillers |
| 5. Etain SCH | 21. Micro Soullieres |
| 6. Vitry SCH | 22. Micro Clermont en Argonne |
| 7. Trois Fontaines Ammo Dep | 23. Micro Moulinville |
| 8. Votry Ammo Depot | 24. Micro Tilloy Bellay |
| 9. Rozelier Ammo Depot | 25. Radio Station Fort Regret |
| 10. Aboncourt Storage Fac | 26. Robert Espagne CSC |
| 11. Angeviller Caserne | 27. Jardin Fontaine |
| 12. Brienne le Chateau | 28. Golf Course Verdun |
| 13. Jeanne D'Arc Facility | 29. Citadelle Basse |
| 14. Rozelier Airfield | 30. RTO Metz |
| 15. Vassincourt Hospital Fac | 31. Chicago Area |
| 16. Vitry Medical Dep (Hosp) | 32. Maginot Caserne |

Operational for support purposes:

1. Desandrouins Barracks
2. Best Village
3. Beveaux Area

Mr. ROMNEY. You speak about the terms of reference under which you operate, and you gave a date of March 4, 1967. Was there a prior communication described as "Terms of reference" dated December 31, 1966?

Colonel REGAN. To the best of my knowledge there was. There was considerable correspondence concerning the terms of reference dating back to last November as to the contemplated terms of reference for the Military Liquidation Section. However, it was necessary to coordi-

nate the terms of reference with State, the Department of Defense, and the theater commands here, and it was not until it was published on March 4 that we had a finalized form of terms of reference.

Mr. ROMNEY. Mr. Chairman, may I suggest we request a copy of the March 4 terms of reference for the files, inasmuch as the copy we received earlier in Washington is dated December 31, 1966.

Mr. MONAGAN. May we have it for the record?

Colonel REGAN. Yes.

Mr. MONAGAN. We will receive it for the files.

(The document is printed as app. 5, infra.)

Mr. ROMNEY. Colonel, could you describe the rationale for establishing the Military Liquidation Section in a general way?

Colonel REGAN. Yes. It was felt it would not be possible for the U.S. Government to have taken care of all the military matters remaining in France after the 1st of April, which was the date President de Gaulle had set for the removal from France, which we did not recognize. It was felt the component commanders could not handle the residual matters from their headquarters located outside of France—USAFE at Wiesbaden and USAREUR at Heidelberg. It was felt there was need for someone on the spot to take care of matters after April 1, and it was decided by DOD and State that a joint liquidation section would be established under the aegis of the Embassy to take care of residual matters after 1 April. This is the rationale behind the establishment of the Military Liquidation Section.

Mr. ROMNEY. Colonel, will the organizational chart you said you would furnish the committee provide this information: At what levels must policy decisions be made?

Colonel REGAN. They are made generally at the military levels. The Department of the Army will act as the executive agent for the Department of Defense. We still must go through EUCOM all the way to JCS. On the political side we receive our guidance from the Ambassador and he gets his guidance from Washington.

Mr. ROMNEY. I would like to ask questions about the related personal property at the bases, but first I wonder if you could give us the number of these bases that have been turned over to MLS which the Government of France has expressed an interest for acquiring?

Colonel REGAN. Yes. I have it right here and will give you this as a part of the record, sir. There are at the present time—I want to be accurate on this so I will check it out.

Mr. MONAGAN. We want you to be accurate on everything.

Colonel REGAN. Yes, sir, I know; 41, sir.

Mr. ROMNEY. How is that interest communicated?

Colonel REGAN. It is communicated through a central point in the French Government called the French Central Liaison Mission. We might get word orally but whenever we do we ask for it to be in writing.

Mr. ROMNEY. And are negotiations in progress regarding all these 41 installations?

Colonel REGAN. To some degree, yes. We have the French offer. We have given them the acquisition cost of our related personal property on these installations, but the actual negotiations take place progressively. We can't negotiate them all together. We will eventually negotiate all of these.

Mr. ROMNEY. Do you maintain a report on the status of negotiations on these that you submit periodically or prepare for your internal records periodically?

Colonel REGAN. Yes, sir, we do.

Mr. ROMNEY. How long do you anticipate these negotiations might extend on these 41 installations, Colonel?

Colonel REGAN. It is a little difficult to say. I would say—I am speculating—we probably should have completed all negotiations by the end of July. This is speculation, sir. I would like to explain this, sir. We cannot, for example, negotiate the sale of Evreux at this time because we have property that will not be removed until the end of this month. That is true of the French support group because there are still dependents here going to school so we cannot negotiate until they leave.

For the record, on the dwelling units of the surplus commodity housing, there are 2,391.

Mr. MONAGAN. Dwelling units?

Colonel REGAN. Yes, sir.

Mr. ROMNEY. Could the Government of France simply terminate the negotiations and then request that we simply pull out from all these installations we now have on a custodial basis or a support basis?

Colonel REGAN. I feel they could do this but I think it is very unlikely that they would.

Mr. MONAGAN. It is a good diplomatic answer.

Mr. ROMNEY. Do you have the acquisition value estimated for the related personal property at all the installations under your supervision?

Colonel REGAN. Yes, sir.

I will give you this for your record, which is a recapitulation of noninterest bases, bases in which the French are not interested, which will give the total U.S. investment including brick and mortar, \$125 million; related personal property, material only, \$7,125,000—this is United States only—and our estimated FESO return for sale in place of the material only, which is \$570,000. The latter two dollar estimates for RPP and expected return do not include prefabricated buildings, which would increase these figures.

Mr. MONAGAN. We will receive this for the file.

Colonel Regan. This will also include the total bases of interest with the acquisition value of the related personal property.

Mr. MONAGAN. By acquisition value you mean the purchase price?

Colonel REGAN. Yes, of the related personal property.

We have added two places to the bases of interest to the French, so when I said 41 it should be 43.

(The list of interest bases is as follows:)

USE OF EXCESS MILITARY PROPERTY IN FRANCE

INTEREST BASES

Installation	Total U.S. investment	Acquisition value RPP including systems and labor	French offer ¹
1. Camp des Loges	\$8,486,500	\$898,350	\$112,163
2. Le Chesnay Bel Air	2,842,600	329,228	29,469
3. Fontainebleau	1,031,400	248,549	37,776
4. Evreux Air Base	23,437,000	1,420,525	85,714
5. Evreux Hospital	5,051,000	900,000	61,224
6. Dreux Air Base	20,918,000	767,000	820
7. Laon Air Base	18,972,000	1,461,270	146,327
8. Hospital Foret d'Orleans	3,018,500	942,888	115,510
9. Hospit. La Chapelle	3,603,200	177,378	35,710
10. Orleans Caserne Coligny	20,796,000	412,685	37,347
11. Chateauroux Deols	31,380,000	4,709,491	110,000
12. Chateauroux La Martinerie	5,630,600	10,387,277	488,357
13. Chize Depot	10,895,700	503,660	214,288
14. Ingrandes St. Ustre	6,551,700	1,607,039	49,285
15. Saumur Montreuil Bellay	860,000	756,681	69,224
16. Chateua des Iles Varrains	9,010,800	74,956	8,776
17. Croix Chapeau Depot	9,636,300	439,862	46,908
18. Chinon Depot	3,750,400	1,251,700	3,061
19. Chinon Hospital	2,992,400	405,753	71,690
20. Poitiers Cas. Aboville	174,900	360,470	36,051
21. Poitiers Bland Airfield	3,810,500	42,938	11,224
22. Hospital Chalons-Poitiers	17,212,700	568,697	29,860
23. Captieux Depot	6,706,300	931,877	51,020
24. Braconne	15,294,000	735,968	-51,006
25. Chaumont Air Base	12,844,000	1,368,600	172,449
26. Etain Air Base	23,162,000	850,690	132,857
27. Toul Air Base	573,000	3,004,531	323,673
28. St. Mihiel Cas Senarmont (Genie)	1,339,000	86,000	4,000
29. St. Mihiel Cas Sen. and Foret Gobessard (City)	16,078,200	79,800	7,799
30. Nancy Foret de Haye	1,342,000	1,779,100	30,714
31. Verdun Caserne Maginot	439,200	368,100	30,408
32. Verdun Caserne Gribeauval	1,998,100	101,205	6,122
33. Verdun Jardin Fontaine	1,316,400	254,378	21,837
34. Verdun General Depot	2,021,300	641,700	27,714
35. Hospital Vassincourt	7,052,100	147,925	12,224
36. Hospital Desandrouin Verdun	5,826,000	561,598	224,898
37. Hospital Jeanne d'Arc Toul	5,495,900	703,307	229,388
38. Hospital Vitry le Francois	7,172,200	588,948	60,816
39. Toul Croix de Metz	11,086,700	973,575	37,551
40. Rozelier Ammo Depot	822,300	150,870	13,924
41. Bevaux BOQ Verdun	4,710,800	0	0
42. Rochefort	4,323,800	0	0
43. Maison Fort			

¹ Bids represent only a portion of total RPP.
² French offer has not yet been received.

Note: There are 4 additional installations which are satellites to those listed above.

USE OF EXCESS MILITARY PROPERTY IN FRANCE

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(Subsequently, the following tables showing interest bases as of June 30 and July 31, 1967, were supplied by the Department of Defense:)

SALES NEGOTIATIONS-RELATED PERSONAL PROPERTY, AS OF JUNE 30, 1967

Item number FRELOC report	Installation	Total U.S. investment	Acquisition value of RPP (including labor)	Bid received	Agreed sales price
(1)	(2)	(3)	(4)	(5)	(6)
Army:					
001	Braconné Depot				
002	Chize Depot	\$6,706,300	\$735,968	\$51,006	
011	Captieux Depot	5,630,600	503,660	70,000	
014	Chinon Depot	17,212,700	931,877	51,020	\$155,000
015	Croix-Chapeau Hospital	9,636,300	1,251,700	3,061	
023	Fontainebleau Caserne Lariboisiere	3,750,400	405,753	71,690	
043	Ingrandes Depot	9,010,800	439,862	46,908	\$320,000
059	Nancy Depot	1,031,400	248,549	23,775	
063	Orleans, Caserne Coligny	10,895,700	1,607,039	49,285	
070	Foret d'Orleans Installation	16,073,200	1,779,100	30,714	\$531,500
071	La Chapelle Hospital	3,603,200	412,685	37,347	
097	Le Chesnay, Bel Air	7,094,500	942,888	115,510	\$150,000
103	Camp des Loges	3,018,500	177,378	35,710	\$440,000
121	Poitiers, Caserne Aboville	2,842,600	329,228	36,051	
122	Poitiers Biard Airfield	8,486,500	898,350	112,163	
123	Poitiers, Camp de Chalons	2,992,400	360,470	11,225	\$142,500
128	Saumur Depot	174,900	42,938	29,860	25,000
135	Saumur Chateau des Ifs, Varains	3,810,500	568,697	29,860	\$220,000
135B	Toul Depot	6,551,000	756,681	69,224	
141	Toul, Hospital Jeanne d'Arc	860,000	74,956	8,775	
146	Vassincourt Hospital and Depot	7,712,200	973,575	37,551	\$20,000
147	Verdun, Caserne Maginot	5,826,000	703,307	229,388	\$464,285
151	Verdun, Quar Jardin Fontaine	2,021,300	147,925	12,224	
154	Verdun, Bevaux, bachelor officers' quarters	1,342,000	368,100	30,408	\$165,000
155	Verdun Depot	1,998,100	254,378	21,837	\$147,000
157	Verdun, Hospital Desandrouin	822,300	150,870	13,670	\$142,000
158	Verdun, Chicago area installation	1,316,400	641,700	27,714	\$115,000
159	Verdun, Caserne Gribeauval	7,052,100	561,598	60,000	
173	Verdun, Rozelien Depot	2,174,500	686,734	6,122	\$20,000
175	Vitry-le-Francois Hospital and Depot	439,200	101,205	13,924	\$195,000
	Vatry Depot	11,086,700	371,295	60,816	\$285,000
	Total, Army	10,509,600	588,948	80,000	\$106,000
Air Force:					
182	Chateauroux La Martinerie Airbase	177,177,800	26,319,146	1,701,345	3,743,285
186	Chateauroux Deols Airbase				
194	Cheumont Airbase	31,830,000	10,387,277	488,356	\$1,172,500
202	Etain Airbase	20,796,000	4,709,491	110,000	\$360,000
203	Evreux Airbase	15,294,000	1,868,600	172,449	\$423,000
206	Evreux Airbase	12,844,000	950,690	132,857	\$332,000
212	Evreux Hospital	23,437,000	1,420,525	85,714	
225	Laon Airbase	20,918,000	767,000	61,225	
231	Dabo Radio Relay Site	5,051,000	900,000	146,326	\$370,000
235	Toul Rosieres Airbase	18,972,000	1,461,270	2,000	
242	St. Mihiel, administration annex	56,000	7,059	323,673	\$795,000
244	St. Mihiel, storage area	23,162,000	3,004,531	4,000	\$10,000
	Total, Air Force	573,000	86,000	7,799	\$30,000
	Grand total	1,339,000	79,800		
		174,272,000	25,142,243	1,535,219	3,492,500
		351,449,800	51,461,389	3,236,564	7,235,785

1 Sales price agreed in June 1967.

2 Final release to the Government of France has been effected.

3 Partial.

4 Payment received July 17, 1967.

USE OF EXCESS MILITARY PROPERTY IN FRANCE

RECAPITULATION THROUGH JULY 31, 1967, OF MILITARY LIQUIDATION SECTION SALES

Installation (1)	Total U.S. investment ¹ (2)	Acquisition value of RPP (including labor) (3)	Bid received (4)	Agreed sales price (5)
Army:	\$5,630,600	\$503,660	\$70,000	\$155,000
Chize Depot	17,212,700	931,877	51,020	172,500
Captieux Depot	3,750,400	405,753	71,690	320,000
Chinon Hospital	10,895,700	1,607,039	49,285	531,500
Ingrandes Depot	3,603,200	412,685	37,347	150,000
Orleans, Caserne Coligny	7,094,500	942,888	115,510	440,000
Orleans, Caserne Coligny	8,486,500	898,350	112,163	312,000
Foret d'Orleans Installation	2,922,400	360,470	36,051	142,500
Camp des Loges	174,900	42,938	11,225	25,000
Poitiers, Caserne Aboville	3,810,500	568,697	29,860	220,000
Poitiers Biard Airfield	4,710,500	656,709	35,384	125,000
Poitiers, Camp de Chalons	860,000	74,956	8,775	20,000
Rochefort Depot	7,712,200	973,575	37,551	280,000
Saumur Chateau des Ifs, Varains	5,826,000	703,307	229,388	464,285
Toul Depot	2,021,300	147,925	12,224	40,733
Toul, Hospital Jeanne d'Arc	1,342,000	368,100	30,408	65,000
Vassincourt Hospital and Depot	1,998,100	254,378	21,837	47,000
Verdun, Caserne Maginot	822,300	150,870	13,670	42,000
Verdun, Quar Jardin Fontaine	1,316,400	641,700	27,714	115,000
Verdun, Bevaux BOQ	7,052,100	561,598	224,898	453,156
Verdun Depot	2,174,500	686,734	60,000	100,000
Verdun, Hospital Desandrouin	439,200	101,205	6,122	20,000
Verdun, Chicago area installation	11,086,700	371,295	13,924	495,000
Verdun, Caserne Gribeauval	5,495,900	588,948	60,816	283,000
Verdun, Rozelier Depot	10,509,600	497,228	80,000	106,000
Vitry-le-Francois Hospital and Depot				
Vitry Depot	31,830,000	10,387,277	488,356	1,172,500
Air Force:	20,796,000	4,709,491	110,000	360,000
Chateauroux Air Station	15,294,000	1,368,600	172,449	423,000
Deols Air Auxiliary Field	12,844,000	950,690	132,857	332,000
Chaumont Airbase	23,437,000	1,420,525	85,714	485,000
Etain Airbase	5,051,000	900,000	61,225	267,000
Evreux Airbase	18,972,000	1,461,270	146,326	370,000
Evreux Hospital	56,000	7,059	2,000	5,000
Leon Airbase	23,162,000	3,004,531	323,673	795,000
Dabo radio relay site	573,000	86,000	4,000	10,000
Toul Rosieres Airbase	1,339,000	79,800	7,799	30,000
St. Mihiel, administration annex				
St. Mihiel, storage area				

¹ Total U.S. investment as it appears in col. 2 includes the total U.S. expenditure for construction and improvement at the installations, encompassing not only the related personal property but also all brick and mortar, i.e., buildings, airstrips, hardstands, parking areas, etc. Therefore, this figure is not related to the remaining columns except to provide the magnitude of the U.S. investment. It is this brick and mortar that will be the subject of future negotiations with the Government of France for residual value.

Mr. MONAGAN. You stated the French are interested in a certain number. Have they stated they are not interested in the remaining number?

Colonel REGAN. Yes. We have asked the French to list those bases in which they have an interest. They have given us those. We have asked, "If you have no interest in the others, please tell us."

What we have found out—for example these additional two that came in yesterday—we have found as we progress along they find someone interested in U.S. property on a facility, and this may fluctuate.

Mr. MONAGAN. There is nothing up in the air so far as you are concerned in the fact the French are interested in some and not interested in others in the total number involved?

Colonel REGAN. No, sir.

Mr. ROMNEY. With respect to the so-called noninterest bases, Colonel, what efforts are being made to dispose of the related personal property?

Colonel REGAN. Very little right now. I would like to explain that. We are taking some property off the bases where we have a requirement, such as chain fencing, pierced steel planking, and other items. The reason we are not disposing of related personal property at the bases of noninterest is that we feel it might jeopardize the sale. For example, when we sold Toul all the related personal property at Toul, it was sold at a good price. Now take a base near here where you have radiators and related personal property. If FESO sold it at scrap value the French could compare and say, "Why should we pay you more at Toul when you sell it here at scrap value?"

Mr. ROMNEY. You said FESO sells at scrap value. Does FESO always sell at scrap value?

Mr. SIDMAN. No. This is not so. It is sold for whatever the market will bring.

Mr. ROMNEY. Is it not so that FESO is now engaged in some disposals?

Colonel REGAN. Yes. Mr. Sidman will talk to that.

Mr. ROMNEY. If that is so, don't the disposal sales FESO is now engaged in create the same kind of situation as if we would sell the RPP now?

Mr. SIDMAN. The type of items FESO is selling are generally derived from MAP property, 90 or 100 of them; and they consist mainly of tanks, guns, et cetera. There is nothing at all like the type of property MLS is selling.

Mr. ROMNEY. Have you sold at an earlier time, property of the type MLS is selling?

Mr. SIDMAN. We have sold some years ago, but the French have either ignored it or are not aware of it. Some of it was in the distant past. But if we made a current sale they would have a current comparison.

Mr. ROMNEY. This is an assumption or a judgment you are making, is it not?

Colonel REGAN. That is right, it is a judgment factor that I think is logical. If you sell a man a radiator on base "X" for a certain value which is about scrap value, and on base "Y" you are negotiating a sale where you are getting more, the people negotiating to buy at base "Y" will ask why they can't get it at the same price as at base "X".

Mr. ROMNEY. Do you have present estimates for FESO sales returns?

Mr. SIDMAN. We have given MLS data on what we would expect through our procedures and they have looked at it and I think they have rejected it as an undesirable value. You must remember MLS has a captive market and can get more than FESO.

Mr. ROMNEY. Colonel, you are only maintaining custodial personnel with respect to these bases now?

Colonel REGAN. That is right.

Mr. ROMNEY. If you removed the related personal property what would be the effect on the custodial personnel?

Colonel REGAN. If we removed all property we could turn it over to the Government of France and would not require custodial personnel.

Mr. ROMNEY. Do you have any idea of the cost on the bases where the custodial personnel remain.

Colonel REGAN. I would say about \$1.5 million for a year. I don't have exact figures.

Mr. MONAGAN. I would like to mention the fact that our primary interest is in determining the availability of excess personal property for other Government agencies, and although we are touching necessarily on other questions here, they are not primarily the responsibility of this subcommittee. Mr. Holifield's subcommittee would be the one that would be primarily interested in the broad policy of military questions.

Mr. ROMNEY. Colonel, you mentioned three bases recently sold to the French and one of them was the Jeanne d'Arc Hospital.

Colonel REGAN. Yes, sir.

Mr. ROMNEY. We visited that facility 2 days ago and they still maintained a custodial force there. I was wondering why that was necessary?

Colonel REGAN. Well, sir, this is based on release to the French. We have to keep a custodial force there until we release it to the French. The reason we have not released the property we have sold to the Government of France, with the exception of Toul, is that we are having a difference of opinion with the French on the wording of the sales contract. As soon as the sales contract is signed it is my intent to turn the bases back as soon as we can to cut down on our overhead expense.

Mr. ROMNEY. In other words, you have a broad agreement and further terms are to be worked out later?

Colonel REGAN. No, sir; the sales agreement is actually consummated but this is the wording in the payment clause. We have an agreement that they pay in dollars, but it is the legal wording of the contract.

Mr. MONAGAN. I just have one or two questions. MLS is under the State Department, really, in acting in an advisory capacity, is that right?

Colonel REGAN. That is right. We were placed under the Embassy as a section of the Embassy, sir.

Mr. MONAGAN. We spoke a little bit about policy decisions. For instance, in the sale of the Jeanne d'Arc Hospital and Toul-Rosiere, where would the decision be made as to the acceptability or nonacceptability of a given price?

Colonel REGAN. The final agreement was made in the case of Toul-Rosiere by General Kyser based on guidance from Washington that gave us the limitation.

Mr. MONAGAN. This was under an authority granted to him?

Colonel REGAN. That is right.

Mr. MONAGAN. He didn't have to go further?

Colonel REGAN. No, sir. And as of Monday of this week he has delegated this authority to our negotiator. I think it is very important for the man sitting in the negotiations, under guidance from Washington, to have that authority. This is important from a psychological standpoint in negotiating a sale.

Mr. MONAGAN. With reference to the bases that you have told us about and the bases or installations that have been sold, those appear to be the ones the French want the most?

Colonel REGAN. That is correct.

Mr. MONAGAN. So it is quite possible that as you negotiate down the line your returns will not be so good?

Colonel REGAN. That is right, sir. We anticipate increasing difficulty in negotiating sales.

Mr. MONAGAN. As I recall, one of your comparisons of sales price was with the appraisal of present fair market value.

Colonel REGAN. Yes, sir.

Mr. MONAGAN. Who establishes that value and what is the basis for it?

Colonel REGAN. We establish it in MLS and this was done—again I will qualify this. I am not a sales negotiator. It is a computation based on initial cost, depreciation, and what your market is here.

Mr. MONAGAN. In other words, it is initial cost and depreciation?

Colonel REGAN. Yes, sir.

Mr. MONAGAN. And is it also based on recent sales, or are there comparable recent sales?

Colonel REGAN. No, sir. This is the first.

Mr. MONAGAN. Can you answer that, Mr. Sidman?

Mr. SIDMAN. Not adequately. I think they have taken the replacement value.

Colonel REGAN. I would rather not address myself to that.

Mr. MONAGAN. We will get that somewhere else.

Mrs. HECKLER, have you any questions?

Mrs. HECKLER. Yes.

I was wondering, Colonel, if you could tell us who drafted the MLS as a mechanism for the disposal of property in France? How did this come about?

Colonel REGAN. It was decided it was necessary because the component commanders could not take care of the residual matters in France after the 1st of April. The initial guidance came from JCS and DOD and State. They were first prepared by EUCOM at Camp Des Loges outside of Paris and sent to Washington and Washington sent them back to EUCOM and they were the nucleus and they went through the component commanders to EUCOM and were approved in Washington.

Mrs. HECKLER. You suggested that you felt that the duties of MLS could be concluded by July?

Colonel REGAN. No, this is the negotiated sales of MLS and my speculation was they could probably be completed by the 1st of July.

Mrs. HECKLER. This refers to the 41 properties?

Colonel REGAN. Forty-three.

Mrs. HECKLER. Do you have any estimate as to when the other properties can be disposed of?

Colonel REGAN. The normal sale cycle for selling through the Foreign Excess Sales Office is 90 to 120 days. This is the normal sales cycle, and we must recognize that all the sales cannot be made at one time so they have to be staggered.

Mrs. HECKLER. Do you have any target date for the final disposition of all these properties?

Colonel REGAN. In the initial talk with Ambassador Bohlen it was estimated the maximum life for MLS would be April 1969. That seems a long time off but it must be recognized there are other matters to be disposed of. This is, again, an estimate.

Mrs. HECKLER. You told us of an overhead of \$1.5 million a year.

Colonel REGAN. This is an estimate too.

Mrs. HECKLER. Does this include cost of administration?

Colonel REGAN. When I said \$1.5 million a year, this is associated with the Military Liquidation Section functions. There are portions of our offices, for example, Mr. Sidman's office, that deal with the handling of military aid, which are not our functions.

Mrs. HECKLER. The cost of the custodial functions, would that be included?

Colonel REGAN. They are in the total of \$1.5 million.

Mrs. HECKLER. I think it would be interesting to know the cost of the custodial functions on installations in which the French Government has not expressed an interest. I would be interested in that figure.

Colonel REGAN. I can get that.

(Subsequently, the following information was supplied by the Department of Defense:)

COST OF CUSTODIAL FUNCTIONS ON NON-INTEREST BASES

The cost figure of \$1.5 million as it is contained in the text is not clearly understood and evidently was an estimated figure furnished at a time when the budget for the Military Liquidation Section was still being formulated. The Military Liquidation Section FY 68 budget submitted recently to higher headquarters is in a total amount of \$3.9 million. This includes pay for both military and civilian personnel, utility costs, rent, communications, costs for necessary travel, etc. Included in the military and civilian personnel costs are the custodial charges for those bases in which the Government of France has not expressed an interest. The estimated cost for this purpose is \$418,000 for FY 68. It must be noted that these costs are only an estimate and are dependent entirely upon actions of the Government of France in negotiated sales and turnover of the bases themselves. For budgetary planning, we have used the following factors:

- a. That all negotiated sales on interest bases and the turnover of these bases to the Government of France would be completed by 31 October 1967.
- b. In order not to jeopardize the negotiations on the interest bases, sales by the Foreign Excess Sales Office (except in those selected areas which will not place the negotiations in jeopardy) are scheduled to commence full activity 1 October 1967. The normal cycle for sales by the Foreign Excess Sales Office is from 90 to 120 days. Therefore, it has been estimated that the turnover of non-interest bases will be completed by 15 February 1968.

Mrs. HECKLER. You talked about the general functions of MLS, one being to negotiate operational base sales.

Colonel REGAN. Yes.

Mrs. HECKLER. Who does the negotiation for the sale of other property?

Colonel REGAN. We do on all sales. This was spelled out because it was felt the Commanding Officer would want to negotiate the sales.

Mrs. HECKLER. You mentioned housing. Will you negotiate that?

Colonel REGAN. Yes, our office will negotiate that.

Mrs. HECKLER. Your office will negotiate the 339 installations plus the housing?

Colonel REGAN. Yes.

Mrs. HECKLER. You talked about releases to the French Government without compensation. Will you explain that?

Colonel REGAN. I can't talk about before MLS. We came into business on the 1st of March and the ones released were strictly leases in which we had no property of value to the U.S. Government, except Toul-Rosiere, which we turned over, and we have complete records of the property we did not sell, both U.S. and NATO, so we can compute the value NATO would ask for and the value of U.S. property.

Mrs. HECKLER. Do you have any figures on the cost of continuing the use of the pipeline?

Colonel REGAN. No, that is not in our section at all.

Mrs. HECKLER. We have heard about the suggested concept, maybe newly created, of negative residual value. Has this been considered in the negotiations so far?

Colonel REGAN. No, residual value is not a responsibility of MLS. This is the State Department. In the last week we have been working with the Embassy and NATO on this.

Mrs. HECKLER. Then this negotiation concept will only be considered in those cases where the French Government is not interested in property?

Colonel REGAN. I cannot address myself to that. I don't know.

Mrs. HECKLER. Thank you.

Mr. MONAGAN. Thank you, Colonel.

Mr. Sidman, would you be kind enough to give us a summary of your activities?

**STATEMENT OF ABRAHAM SIDMAN, CHIEF OF MERCHANDISING,
MILITARY LIQUIDATION SECTION, FOREIGN EXCESS SALES
OFFICE**

Mr. SIDMAN. I will give you a brief outline of what the Foreign Excess Sales Office does.

The Foreign Excess Sales Office was created in February 1964. The purpose of FESO was to dispose of all foreign excess personal property in France by sale.

Mr. MONAGAN. This is in what department?

Mr. SIDMAN. This is under the Department of the Army for all services, which is Army and Air Force.

Mr. MONAGAN. It is in the Defense Department?

Mr. SIDMAN. Yes, DOD. Actually, the Foreign Excess Sales Office has a dual program. It disposes of U.S.-generated foreign excess personal property and the so-called MAP property.

Mr. MONAGAN. What is that?

Mr. SIDMAN. Military assistance pact property.

Mr. MONAGAN. Pact?

Mr. SIDMAN. Yes. This MAP property is the major part of our task. It represents, acquisition costwise, about 85 percent of our total program. This is acquisition costwise, I want to stress. This property is

found in anywhere from 80 to 100 depots scattered through France. So, as you can see, 15 percent of the original value type property that we sell is actually generated at U.S. depots.

With the establishment of MLS 5 months ago, FESO was absorbed as an integral unit of MLS. It continues its function of selling this MAP property. It continues to dispose of the remaining foreign excess personal property still in these depots. It has disposed of very little of this RPP due to the reason Colonel Regan expressed, and at the moment, as far as assisting MLS in the primary duty of getting rid of these U.S. installations, our role is relatively small. We expect it to become larger but at the moment we give them estimated prices, import prices, of what FESO could get for it through our usual competitive methods, and the negotiators take that as a minimum base to jump from.

We have been receiving inventories of those installations the French are not interested in and preparing them for sale. I have copies of the manner in which we will sell them through competitive sales.

Mr. MONAGAN. We will be glad to receive that for the file.

Mr. SIDMAN. I have draft copies. Unfortunately the terms and conditions are not ready but I have a draft copy of the nomenclature.

Mr. MONAGAN. May we have a copy of that for the file?

Mr. SIDMAN. I will be happy to furnish it.

Mr. MONAGAN. We will receive these for the files.

Mr. BARASH. Does AID get a crack at the property?

Mr. SIDMAN. They really do. Their program has been tremendous with us. It has been increasing almost on a daily basis.

Mr. MONAGAN. You go ahead and finish your statement and then we will ask questions.

Mr. SIDMAN. Principally, our major task is this MAP property at the moment.

Mr. MONAGAN. Where does that property come from?

Mr. SIDMAN. This was property given under grant aid from 1948 up to about 1952 to the French military forces.

Mr. MONAGAN. The program was for the benefit of the French?

Mr. SIDMAN. For the benefit of the French military forces.

Mr. MONAGAN. And what are you doing with this property?

Mr. SIDMAN. There is an agreement with the French—this agreement I do not have—that when they are finished with it they will turn it back to the United States. They are now turning it back to us at the rate of about \$200 million acquisition cost per year and we receive it and put it on sale.

Approximately 65 to 80 percent—it varies from year to year—of the property turned in to the United States by the French is sold as scrap.

Mr. MONAGAN. What percent?

Mr. SIDMAN. It varies. Last year it was 80 percent. The year before it was 65 percent. The property turned over by the French is sold as scrap. The reason is, it is mostly tanks, guns, halftracks, ammunition, and arms.

Mr. MONAGAN. In other words, you are saying this property would not be suitable for other governmental use?

Mr. SIDMAN. We have had inquiries from other governments.

Mr. MONAGAN. I mean for our own Government?

Mr. SIDMAN. No.

Mr. MONAGAN. And it would not be suitable for use by AID?

Mr. SIDMAN. AID usually does not pick up items such as that.

Mr. MONAGAN. And the items you speak of would largely be sold as scrap?

Mr. SIDMAN. To scrap dealers, sir.

Mr. MONAGAN. On the 20 percent or 15 percent or whatever it might be that would be suitable for other governmental use by our own Government, what is your procedure there?

Mr. SIDMAN. We have a list of different U.S. agencies that we distribute this list to. This is done before it reaches our office. The main screening is done at Mainz-Kastel. We supplement that screening with a list of our own agencies, our agencies and foreign governments that might be interested. And after 30 days, if we have no request for it, we put it on sale.

The agency that picks up a good portion of that property is AID, as you probably know.

Mr. MONAGAN. You inform AID of the availability?

Mr. SIDMAN. We inform AID automatically of every listing we have.

Mr. MONAGAN. What does AID do after you inform them?

Mr. SIDMAN. They send personnel in the field to look at it. When they make a determination they notify us and we freeze it and notify the French that AID will pick it up.

Mr. MONAGAN. Without exception this 15 or 20 percent is screened by AID?

Mr. SIDMAN. Absolutely.

Mr. MONAGAN. And whatever portion of that amount is sold as scrap at public sale has already been screened and rejected by AID?

Mr. SIDMAN. Yes.

Mr. MONAGAN. What about other agencies of the Government?

Mr. SIDMAN. There is no stateside screening done to my knowledge.

Mr. MONAGAN. But screening here?

Mr. SIDMAN. I don't know of any being done here. The State Department recently got in on this. They came around and have been picking up a small amount of it.

Mr. MONAGAN. Any other department?

Mr. SIDMAN. Not that I know of, sir.

Mr. MONAGAN. Are they circularized?

Mr. SIDMAN. State is circularized, all our MAG's and about 10 Embassies here and in parts of Africa.

Mr. MONAGAN. You said also that about 15 percent of your total activity was related to U.S.-generated foreign excess personal property?

Mr. SIDMAN. Yes, sir.

Mr. MONAGAN. I thought you meant that portion of your activity was related to this type of property?

Mr. SIDMAN. No; 15 percent came from U.S. depots and the other 85 percent from French depots.

Mr. MONAGAN. Is the same procedure followed that you have been describing as is followed by AID?

Mr. SIDMAN. Yes.

Mr. MONAGAN. Would a major portion of this property be of the type that would be suitable for AID use?

Mr. SIDMAN. Of this 15 percent you are talking about, sir?

Mr. MONAGAN. Yes.

Mr. SIDMAN. A good part of it, yes. Mr. Scordas can probably answer this better than I can but in the last few months they were taking almost 100 percent at Toul. Percentagewise that would mean more from the United States than from France. For instance, they now take 30 percent or 50 percent that is United States and only 10 percent of the French because more goodies are found in the U.S. depots than in the French depots.

Mr. MONAGAN. You said you expected that your activity would increase in this area?

Mr. SIDMAN. In the RPP area. Now we are doing practically nothing in it but we expect to go deeper in those sales.

Mr. ROMNEY. You have your own disposal yards under FESO?

Mr. SIDMAN. Yes. We had about 20 yards. Most of them are closed now. Right now there is practically no activity in the yards due to the fact the stock has been transferred or sold. We have five major yards also but there is very little in them outside of scrap.

Mr. ROMNEY. Would these be used as your activity increases?

Mr. SIDMAN. No. When we sell RPP practically none will go in the yard because they will be fluorescent lights and things like that that will be picked up by the purchaser.

Mr. ROMNEY. Have French commercial interests or French businessmen expressed interest in any of the RPP in the so-called non-interest bases by the French?

Mr. SIDMAN. Yes, there is interest.

Mr. ROMNEY. Do these French business people have an opportunity to inspect the facilities?

Mr. SIDMAN. Yes. We have sent them to several Air Force bases to take a preliminary look and to give us an opinion on it and they have come back and expressed a desire to buy.

Mr. ROMNEY. Is possible interest by French business people made known?

Mr. SIDMAN. We have a mailing list of about 1,600 people and it has been augmented by people who have contacted our office and requested if we could sell radiators or other items. We have a good list of potential buyers.

Mr. ROMNEY. With respect to the negotiations with the French Government regarding the RPP, are minutes kept of these negotiations?

Mr. SIDMAN. I am not capable of answering that.

Colonel REGAN. Yes, sir. Complete minutes are kept of each negotiation that is conducted. For example, in the case of Toul, when we have completed a sale we have a complete record that records everything from the time MLS takes over the base until the documents are signed, including the minutes of the meetings.

Mr. ROMNEY. I would like to ask you, Mr. Sidman, about the 21½ ton 6 by 6 model CCKW trucks.

Mr. SIDMAN. Yes. Those are World War II trucks. We have sold hundreds or thousands of those.

Mr. ROMNEY. Do you have any idea what the price of them has been?

Mr. SIDMAN. It varies, depending on the condition and the time. The present price is about \$450 each, roughly. I know we have gotten as high as \$700 for them and have gotten lower than \$450. It depends on the quantity, the time, the condition.

Mr. ROMNEY. I have no further questions.

(Subsequently, the Department of Defense furnished a number of sales catalogs issued by FESO in Paris during fiscal year 1967. The sales in question have all been held. Accompanying the catalogs were lists of the successful bidders, showing their names and the prices paid by item. A number of these lists, modified by adding acquisition cost and condition data for each item, are printed as app. 6, infra.)

Mr. MONAGAN. Mrs. Heckler, do you have any questions?

Mrs. HECKLER. Where are the FESO Headquarters?

Mr. SIDMAN. At the present time we are at 32 Rue Marbeuf in Paris. On the 12th of June we expect to move in the MLS Headquarters.

Mrs. HECKLER. And you have 15 disposal yards, did you say?

Mr. SIDMAN. We had about 20 but only five are really active now. I would think by the end of July they would be zeroed out.

Mrs. HECKLER. How many FESO employees do you have?

Mr. SIDMAN. There are 32 employees in our organization, inspectors and sales personnel. One thing I omitted to state, we have four officers, the chiefs of the Merchandising Section, Contracting Section, and MAP Section. We have four United States and 28 French.

Mrs. HECKLER. Do you keep a customer list?

Mr. SIDMAN. Yes. We have an automatic mailing list. We have approximately 1,600 customers at the moment.

Mrs. HECKLER. Since the French deal with Communist nations, is it possible some of this property could get into Communist hands?

Mr. SIDMAN. We have terrific security measures.

Mrs. HECKLER. Of what type?

Mr. SIDMAN. For example, we have a security strategic list. First, there is the coordinating committee agreement on what items they would restrict in sales to the Communist countries.

Mrs. HECKLER. By restricting you mean we allow some sales to the Communist countries?

Mr. SIDMAN. No, we don't allow any sales to the Communist countries in our office; but we have a situation where control is exercised by the participating country in effecting these security measures. For example, if we sell a strategic truck to a Belgian buyer, he must get an international certificate whereby the Belgium Government agrees to govern that truck if the buyer decides to export it from Belgium. Every member of the coordinating committee has agreed to take these measures to control certain restricted items. We in our office try to control all items from getting into the Communist countries.

Mrs. HECKLER. Your customers are bound by the same security measures?

Mr. SIDMAN. Yes. Before we sell anything over \$1,000 we have what we call an integrity and reliability check, which means we go to the Embassy of that country and ask for information on the customer before we make the contract. In Germany we have a clearinghouse for that kind of thing at Mainz-Kastel called the security trade control.

Mrs. HECKLER. There must be French customers for this property also?

Mr. SIDMAN. Most of them are French.

Mrs. HECKLER. And they would have to get the same certification from the French Government?

Mr. SIDMAN. Yes. At times the French disagree with us and don't think the item should be controlled. We contact the Embassy and ask them to check out the end use of the item.

Mrs. HECKLER. Why don't we, as a policy, have this check on all items?

Mr. SIDMAN. This is on sales of over \$1,000. There is no use checking out piddling handfuls of property.

Mrs. HECKLER. That is sales at one time of \$1,000?

Mr. SIDMAN. Contracts for \$1,000 or more, and then we have complete control of a customer.

Mrs. HECKLER. Isn't it possible for a buyer to buy in lots and then sell to others and circumvent your security regulations?

Mr. SIDMAN. It is possible, but we have seen no signs of it. Any time we have any suspicion we forward it to the proper channels to check.

Mrs. HECKLER. Have you had many disagreements with the French Government on this matter of security?

Mr. SIDMAN. No; not many. It probably runs in the 2 or 3 percent area.

Mrs. HECKLER. And why do they object to this?

Mr. SIDMAN. It is an interpretation of the list. The list is so copious I think any five people would disagree.

Mrs. HECKLER. And they are not willing to observe our restrictions?

Mr. SIDMAN. They agree to them but the interpretations are different. This list is in such general terms it creates difficulty even for us.

Mr. MONAGAN. I think we are getting far afield.

Mrs. HECKLER. Mr. Chairman, I feel it is important. I don't want the property to get to Communist countries.

Mr. MONAGAN. We all agree; but I don't think it is relevant to this inquiry.

Mrs. HECKLER. What is your volume of sales in tonnage or whatever measure you wish to use?

Mr. SIDMAN. Acquisition costwise the U.S.-generated would amount to \$85 million a year, and the French MAP property, \$200 million a year. This figure has changed because there is no more stock here except this RPP business.

Mrs. HECKLER. You don't have the volume in tonnage?

Mr. SIDMAN. I could get that. Would you like it later?

Mrs. HECKLER. Yes, I would like it.

(Subsequently, the following information was supplied by the Department of Defense:)

FESO VOLUME OF SALES IN TONNAGE

FISCAL YEAR 1967

U.S. generated excesses, approximately 42,000 short tons.

MAP-generated excesses, approximately 95,000 short tons.

Mr. MONAGAN. Do you have any figure on the average age of MAP property?

Mr. SIDMAN. Not precisely; but from experience I can tell you it has varied. As we sell more and more it gets better and better. At the present time the average age would be approximately 13 or 14 years or 15 years old. It would date from about 1952.

Mr. MONAGAN. With respect to Communist countries, this property would not have much value to them, would it?

General CLAY. They would have a tremendous job getting spare parts.

Mr. SIDMAN. The main thing is spare parts. I think there is a demand for it. One man was selling spare parts to Cuba, for example. As a general rule I don't think any Communist country would want this MAP property.

Mr. BARASH. Mr. Sidman, it is our understanding that a cost analysis is in the process of being prepared which would relate the cost of sales to anticipated returns for RPP at some of these bases in which the French are not interested, the thought being in some instances it might be more expensive to carry on the sale than you could get back. Has that analysis been made?

Colonel REGAN. I will address myself to that. The analysis has been made. It has not been approved to date.

Mr. BARASH. Mr. Chairman, with your permission, could we receive a copy of that analysis?

Will this be an analysis for each installation?

Colonel REGAN. It requires one for each installation. There is a general overall formula and policy for the making of economic analyses. This will apply to all installations and be used as a guide for sales. The policy has not been approved. I would rather wait until it is approved.

General CLAY. In that respect, I think the economic analysis of each installation will be included in the property records when MLS closes out.

Colonel REGAN. Yes.

(Subsequently, the following information was supplied by the Department of Defense:)

COST ANALYSIS OF RELATED PERSONAL PROPERTY SALES TO ANTICIPATED RETURNS

An economic analysis is made on those bases for which the Government of France has not expressed an interest. This analysis may indicate a net gain or a net loss will occur if Related Personal Property were to be sold. Should the analysis show a loss, from the strictly theoretical financial standpoint of that installation, it would appear to be logical to leave the property for residual value negotiations. However, premature action may have, in the long run, an adverse effect on our total return. First, although the Government of France has been applying some pressure for the release of installations of no interest, they are beginning to indicate interest in buying installations which were, at first, identified as having no interest. This interest would probably not have occurred if the sales of Related Personal Property had been opened at or near scrap value or if the installations had been returned for residual value. It is anticipated that the Government of France has an interest in many more installations than was at first indicated.

Secondly, implicit in any form of economic analysis used to make a decision to sell or return property for residual value negotiations is the assumption that certain major costs can be avoided if the latter decision is made. In fact, this assumption is largely fallacious in that the bulk of our costs are semi-fixed in nature, primarily in the form of salaries to civilian and military personnel. In the case of civilian personnel (the largest portion of our funded costs), we have

an elapsed time of about 90 days from the date of reduction in force notice until the time we actually avoid personnel costs. In this connection, the experience of the Foreign Excess Sales Office indicates that the sales cycle for Related Personal Property consumes from 90 to 120 days. In other words, the bulk of the costs associated with the sales of Related Personal Property will be incurred whether or not sales are undertaken. This factor argues strongly for making sales of Related Personal Property, wherever feasible, in order to recoup some revenue to help offset the unavoidable costs.

BASIS FOR ARRIVING AT ESTIMATED FAIR MARKET VALUE

The following is an example of the rationale used in prenegotiation computations. The attached spread sheet, showing the columns under discussion, contains Confidential Noform information pertaining to the US maximum/minimum estimated return for each system or facility. A tight control on this type of information is maintained so as not to jeopardize the negotiation efforts.

Verdun Hospital

The average year of construction for this installation was 1958. You will note in the first column (see inclosure), the various categories of equipment and systems which were the subject of negotiations. For the most part, the replacement value (Column 2) was established by first determining from existing records the actual contract expenditure for each line item and multiplying by the coefficient of 1.43. This factor is based on increased cost of construction 1967 versus 1958 as established by the French National Institute of Statistics. For those line items where the original contract costs are not available, replacement value is computed at current costs. Column 3 is the standard depreciation rate based on a 20-year life. We can assume that under normal conditions, with average maintenance, the systems and equipment involved will have a life expectancy of 20 years. Column 4 shows the depreciated value on the basis of this 20-year life. The total of this column is usually the basis for the first counter-offer by the United States. Column 5 rates a more realistic evaluation of depreciation and life expectancy of the systems. Although it is recognized that the systems and the installations have an average of 20 years' life, many of the components of the systems, such as pumps, light fixtures, sanitary equipment, have an expected life of anywhere from 7 to 12 years. On-site inspections may also reveal that due to lack of proper care and preservation, some of the systems and equipment are deteriorating at a faster rate.

In effect, the revised depreciated value, as shown in Column 6, is the actual current value to the United States for the systems in questions. Column 7 reflects a spread of the estimated buyer's coefficient of utilization. As a factor in arriving at an equitable sales price, a maximum/minimum coefficient of utilization is used to reflect the buyer's needs as well as the intended use of the facility. The coefficient of utilization takes into consideration the higher standards of construction used by the United States Government for the construction of these particular facilities. Examples are the heating and electrical systems that exceed French standards by anywhere from 50 to 70 per cent. That is to say, if the Government of France had constructed the hospital at Verdun for the same designated purpose, the heating, electrical, water systems, etc., would have been tailored to relatively lower standards to meet their accustomed needs. The coefficients also take into consideration the intended use of the hospital by the Government of France. In this particular instance, the hospital at Verdun will be used partially as a general hospital, but also as a home for retarded children. Therefore, it will require extensive modifications to the various utility systems in order to adapt the facility to the configuration desired. It must also be recognized that a 1,000-bed hospital for a city of 26,000 is much too large. Considering all these factors, the coefficient of utilization spread is computed and, when applied to the revised depreciated value in the case of each system, we arrive at the minimum and maximum estimated expected return as shown in Columns 8 and 9. The final column shows the original Government of France offer for the various components of the hospital.

It is considered in the best interest of the United States Government to accept a negotiated sales price that falls somewhere within the range of this established maximum and minimum. To date we have been quite successful in concluding sales within these limits, and we hope that continued negotiations along these lines will result in similar sales for the other bases of interest to the Government of France.

VERDUN HOSPITAL-DESANDRUINS BARRACKS

Year 1958 (1)	Replacement value (2)	Standard deprecia- tion rate per year (percent) (3)	Depreciated value (4)	Variable deprecia- tion rate per year (percent) (5)	Revised depreci- ated value (6)	Estimated buyer's coefficient of utilization (percent) (7)	GOF offer
I. Heating system	\$791,010	5	\$435,055	6	\$363,865	40-60	\$88,775
II. Water system	203,060	5	111,683	6	93,408	40-60	7,346
III. Sewage system	236,000	5	129,800	6	108,560	40-60	5,510
IV. Electrical system	632,803	5	348,044	6	291,092	40-60	82,857
V. Sanitary equipment sys- tem	77,578	5	42,668	6	35,686	40-60	42,449
VI. Elevator	16,500	5	9,075	6	7,590	50-70	(1)
VII. Alarm and intercom- munication systems	278,711	5	43,291	6	36,207	60-80	17,959
VIII. Incinerator	11,440	5	6,292	7	4,233	50-70	1,224
IX. Fencing	20,735	5	11,404	7	7,672	50-70	None
X. Gymnasium	6,800	5	3,740	6	3,128	80-100	None
Total	2,074,642		1,141,052		951,441		246,120

¹ Included in item VII.² Includes sprinkler system.

Note: U.S. investment, \$7,052,100. Negotiated sales price, \$453,156.

Mr. BARASH. In talking about the number of bases in which the French have expressed an interest and the number that have been sold and turned over, I get a total of 152. At the outset you mentioned 311 facilities, so we are missing over 100 facilities here. What is the status of those facilities?

Colonel REGAN. You mean those in which the French have expressed no interest?

Mr. BARASH. No. You said the French have expressed an interest in 43.

Colonel REGAN. Yes.

Mr. BARASH. Nine have been sold to date?

Colonel REGAN. Yes.

Mr. BARASH. One hundred more have been turned over to the French?

Colonel REGAN. Yes.

Mr. BARASH. That is a total of 152. We talked about a final total of 311.

Colonel REGAN. The others are bases in which the Government of France has expressed no interest and in which we will ultimately dispose of the related personal property or turn it over to the French for residual value.

Mr. BARASH. Have you any date on which you will turn this property over to FESO?

Colonel REGAN. No, sir. But I would say if we complete all negotiated sales say by July 1, which is an estimate, we would turn it over to FESO for disposal of RPP by the 1st of July. But this is just an estimate on my part.

Mr. BARASH. That figure of \$1.5 million as a yearly cost for MLS, does this actually include all the caretaker services at the bases?

Colonel REGAN. With the exception of the air police, with the exception of military pay, because they are on TDY from USAF. We had hoped to get local nationals but we couldn't hire them and we found a contract would be too expensive, so we pay the TDY cost of these police, but the component command pays their normal pay.

Mr. BARASH. How many local nationals do we now have?

Colonel REGAN. A total as of July 1 of 900 local nationals, sir.

Mr. BARASH. With a yearly estimate of \$1.5 million and 900 local nationals, that figure seems low.

Colonel REGAN. That was just an estimate, and that was the estimate given to Congressman Holifield today.

Mr. BARASH. That is all.

Mr. MONAGAN. Mr. Sidman, when we were coming along the highway in Belgium we saw a store that had a sign on it "U.S. Surplus Property" and there was an American flag on it. I saw it and Mr. Romney said he saw that one and also one other. Are you familiar with the fact that some of these stores exist?

Mr. SIDMAN. Yes. You will even find some in France. You are talking about a yard or a store?

Mr. MONAGAN. This was a regular store on the main street.

Mr. SIDMAN. You see less and less of them now. There were a lot of French and Belgian surplus stores after World War II when there were a lot of items available like toothpaste and so forth and a lot of stores catered just to such items, but now there are less and less of them. If you saw two you saw a lot today but they still exist. And some of them keep the same name but though they say "U.S. Surplus" they don't sell U.S. surplus, they just sell cheap things and you may not find any U.S. items in the store.

Mr. MONAGAN. Is it possible that the items that go to public sales could be acquired by individual purchasers and put into stores of this kind?

Mr. SIDMAN. Yes, sir; but in general in Europe they don't have surplus stores as in the States, especially in France, because it is very rare we sell them clothing or toothpaste that are very rare items.

Mr. MONAGAN. It was a bit of a shock, being engaged in this type of investigation and with all the protestations that nothing useful was getting out of the Government's hands, to see this store a few miles out of Brussels.

Mr. SIDMAN. You may go in there and find soap and everything else, but the French domain is selling a lot of U.S. property and equipment they bought with their own funds in the early days and they are selling a lot of the same property we are selling ourselves.

Mr. MONAGAN. So in your opinion the demand for salable property in stores of that type would be very limited?

Mr. SIDMAN. Yes, sir. I saw a lot of those stores 15 or 20 years ago but they have just about vanished.

Mr. MONAGAN. I am talking about your experience in selling excess property.

Mr. SIDMAN. I can't recall soap or clothing coming up in the last 5 or 10 years.

Mr. MONAGAN. Thank you very much, gentlemen.

Before I close the hearing, Colonel, you furnished us with this listing or recapitulation of data on sales. This is marked "Confidential." That is the present classification?

Colonel REGAN. Yes, sir.

Mr. MONAGAN. Of course this may change in time, but the reason is you are negotiating sales and this information should not be made available generally?

Colonel REGAN. That is correct.

Mr. MONAGAN. Is there any testimony that you have given that would be included under this classification?

Colonel REGAN. The only testimony I have given that would be included would be when I stated the estimated fair market value in the case of Toul, Déols, and Jeanne d'Arc.

Mr. MONAGAN. We will accept this for the file and not put it in the record. But in the three instances you have just referred to, those have been completed to the point that that information could remain in the record, could it not?

Colonel REGAN. No, sir.

Mr. MONAGAN. Of course the record is subject to editing by the Defense Department anyway, but we will have it taken out just to make sure.

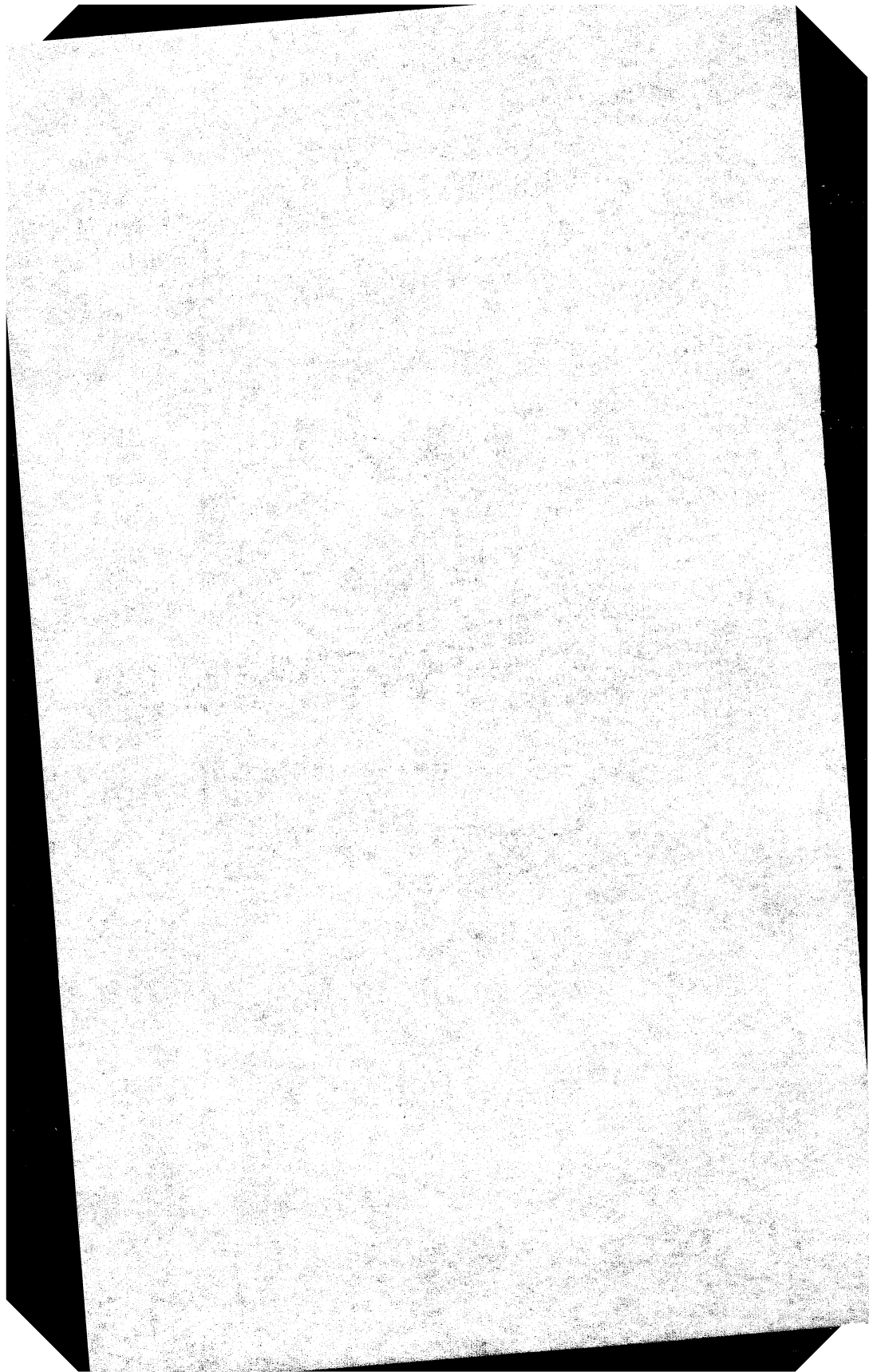
Colonel REGAN. By direction, we do not furnish this to USAREUR or COMZ. We only furnish it by letter to the Ambassador and General Burchinal, deputy commander, of EUCOM.

Mr. MONAGAN. I will ask the reporter to go over her notes and take out these figures of estimated present fair market value with reference to Toul, Déols, and Jeanne d'Arc Hospital.

I particularly appreciate General Clay being here and the testimony of you gentlemen. It certainly has helped us a good deal in the study of this problem. It has so much interest and there are so many ramifications to it that we tend to exceed our own authority at times.

We will adjourn the hearing.

(Thereupon, at 1:03 p.m., the hearing was adjourned, and the subcommittee proceeded to make a tour of the Evreux Air Force Base conducted by Col. William H. Tarver, the Evreux base commander. The tour was concluded at 2 p.m.)



APPENDIXES

APPENDIX 1

TOTAL ACQUISITION COST OF REMOVABLE RELATED PERSONAL PROPERTY (NOT INCLUDING LABOR) FOR
PHALSBOURG, AB, FRANCE
[Total acquisition cost, \$610,446.68]

Item description	Quantity	Acquisition cost (unit)	Total acquisition cost
ARCHITECTURAL			
1. Blind, venetian	0		0
2. Closer, automatic door	210	\$10.00	0
3. Curtain	0	4.60	\$966.00
4. Door, wood or metal	0	150.00	0
5. Mirror	1,706	15.40	26,272.40
6. Screens, window	263	1.40	368.20
7. Battery charger	9	5.13	46.17
8.	1	25.65	25.65
9.			
10.			
CIVIL ITEMS			
11. Fence, chain link, 6 feet	2,070	2.00	4,140.00
12. Fence, security, 6 feet with 3S-BW	15,985	3.00	47,955.00
13. Flagpole	2	100.00	200.00
14. Railroad switch	5	3,846.00	19,230.00
15. Railroad track	27,873	10.00	278,730.00
16. Tanks, above ground	0	0	0
17. Tank, fuel, 250 gals.	0	275.00	0
18. Tank, steel, 500 gals.	0	600.00	0
19. Walk in coolers	0	103.00	206.00
20. Security lights	2	9.60	1,543.00
21. Obstruction lights	167	4.62	84.16
22. Hi-tension switch gear	18	3,077.00	49,232.00
23. Lo-tension switch gear	16	2,564.00	30,768.00
24.	12		
ELECTRICAL			
24. Alarm system	0	12.00	0
25. Battery charger	0	800.00	0
26. Battery set	0	1,400.00	0
27. Circuit breaker	0	63.00	0
28. Clock, bell system	92	300.00	5,796.00
29. Converter 50-60 cycles	0	5,000.00	0
30. Fan	0	28.20	3,130.20
31. Fix, incandescent	111	1.00	2,394.00
32. Fix, explosion proof	2,394	21.00	0
33. Fix, exterior	0	1.50	0
34. Fix, flood	0	9.60	0
35. Fix, fluorescent	0	15.10	11,929.00
36. Fix, obstruction	0	90.00	0
37. Fix, street	790	15.40	2,032.80
38. Fix, weather proof	0	10.00	0
39. Generator, . . . kw	132	56.40	0
40. Heater, hot water	0	1.00	0
41. Outlet, switch, junction box	0	205.00	1,845.00
42. Panel, distributor	0	7.70	1,701.70
43. Panel, fused	9	140.00	0
44. Regulator	221	0	0
45. Speaker, amplifying	0	28.00	168.00
46. Switch, main	6	923.00	5,538.00
47. Transformer, 315 kw	0	76.00	0
48. Water cooler, elect.	6	1,128.00	6,768.00
49. Transformer, 250 kv-a	0	102.00	306.00
50. Transformer, 25 kw	6	12.82	12.82
51. Disconnect circuit breaker	3	102.00	204.00
52. Electric distributor panel	1	.50	276.50
53. Junction box	2		
	553		

USE OF EXCESS MILITARY PROPERTY IN FRANCE

TOTAL ACQUISITION COST OF REMOVABLE RELATED PERSONAL PROPERTY (NOT INCLUDING LABOR) FOR
PHALSBOURG, AB, FRANCE--Continued

[Total acquisition cost, \$610,446.68]

Item description	Quantity	Acquisition cost (unit)	Total acquisition cost
MECHANICAL (HEATING)			
54. Boiler, oil.....	0	\$865.00	0
55. Boiler, B t.u.....	0	0	0
56. Furnace, oil fired.....	2	410.00	\$820.00
57. Gages.....	57	21.00	1,197.00
58. Heat exchanger.....	63	308.00	19,404.00
59. Heater, unit.....	83	77.00	6,391.00
60. Hot water generator.....	0	307.00	0
61. Hot water tank, 1,000 ltr.....	0	310.00	0
62. Radiator.....	1,290	26.75	34,507.50
63. Regulator.....	40	140.00	5,600.00
64. Thermostat.....	43	10.28	441.18
65. Thermobloc.....	5	611.00	3,055.00
66. Tank, expansion.....	12	13.00	156.00
67. Tank, pressure, steam.....	0	150.00	0
68. Valves.....	168	12.82	2,153.76
69. Electric hot water heater.....	22	63.65	1,400.30
70. Electric heater-hydro.....	1	51.30	51.30
71. Tank, water storage.....	7	180.00	1,260.00
72.....			
73.....			
MECHANICAL (SANITARY)			
74. Basin, china.....	0	16.30	0
75. Bathtub.....	0	85.00	0
76. Commode.....	318	26.72	8,496.96
77. Faucets.....	782	2.43	1,851.66
78. Fountain, water.....	3	35.00	105.00
79. Shower head.....	215	32	68.80
80. Sink, janitor.....	622	16.30	10,138.60
81. Sink, stainless.....	5	102.00	510.00
82. Urinal.....	189	7.10	1,341.90
83. Range, canopy.....	5	51.38	256.40
84. Soap dishes.....	58	1.26	15.08
85. Toilet paper holder.....	628	1.38	866.64
86.....			
87.....			
MECHANICAL (WATER SYSTEM)			
88. Chlorinator 30m. ³ per hour.....	0	720.00	0
89. Hydrant.....	0	200.00	0
90. Pump, deep well.....	0	1,100.00	0
91. Pump, chlorinator.....	1	180.00	180.00
92. Pump, circulating.....	5	123.00	615.00
93. Pump, fuel.....	3	29.00	87.00
94. Pump, sewage.....	0	1,150.00	0
95. Pump, sump.....	17	147.00	2,499.00
96. Pump, water.....	0	123.00	0
97. Rack, hose.....	0	15.00	0
98. Softener, water.....	2	227.00	454.00
99. Tank, water storage.....	7	269.00	1,883.00
100.....			
101.....			
102.....			
103.....			
104.....			
MECHANICAL (MISC)			
105. Compressor, air--hp.....	18	154.00	2,772.00
106. Tank, solvent.....	0	100.00	0
107.....			
108.....			
109.....			
110.....			
111.....			

APPENDIX 2

PRODUCTION AT ALL EPRO MARSHALING SITES

(Through April 1967. Figures in U.S. dollars of acquisition cost)

	Repaired in Antwerp		Repaired in Rota		Total	
	Current	Cumulative	Current	Cumulative	Current	Cumulative
1964						
September.....						
October.....			172,338	172,338	172,338	172,338
November.....			243,250	415,588	243,250	415,588
December.....			231,349	646,937	231,349	646,937
	127,732	127,732	156,107	803,044	283,839	930,776
1965						
January.....	174,855	302,587				
February.....	177,776	480,363				
March.....	406,041	886,404	511,756	1,314,800	686,611	1,617,387
April.....	494,664	1,381,068	142,362	1,457,162	320,138	1,937,525
May.....	148,599	1,529,667	125,682	1,582,844	531,723	2,469,248
June.....	936,306	2,465,973	69,096	1,651,940	563,760	3,033,008
July.....	362,385	2,828,358	96,223	1,748,163	244,822	3,277,830
August.....	2,311	2,830,669	475,685	2,223,848	1,411,991	4,689,821
September.....	226,361	3,057,030	60,878	2,284,726	423,263	5,113,084
October.....	851,268	3,908,298	22,025	2,306,751	24,336	5,137,420
November.....	1,018,203	4,926,501	195,489	2,502,240	421,850	5,559,270
December.....	1,321,116	6,247,617	66,617	2,568,857	917,885	6,477,155
			104,414	2,673,271	7,599,772	
1966			353,140	3,026,411	1,122,617	9,274,028
January.....	476,662	6,724,279				
February.....	568,021	7,292,300	60,097	3,086,508	536,759	9,810,787
Do.....		7,292,300	488,151	3,574,659	1,056,172	10,866,959
March.....		7,292,300		3,574,659		10,866,959
April.....	1,117,165	8,409,465	713,098	4,287,757	1,830,263	12,697,222
	1,252,188	9,661,653	224,508	4,512,265	1,476,696	14,173,918

Balance	Repaired in Antwerp		Repaired in Rota		Repaired in Leghorn		Total	
	Current	Cumulative	Current	Cumulative	Current	Cumulative	Current	Cumulative
1966								
March.....								
April.....	1,252,188	8,409,465	224,508	4,287,757	0	0	1,476,696	12,697,222
May.....	498,287	9,661,653	95,041	4,512,265	0	0	503,428	14,173,918
June.....	680,687	10,160,040	757,052	4,607,306	0	0	1,453,326	14,767,346
July.....	2,369,434	10,840,727	242,614	5,364,358	15,587	15,587	2,617,725	16,220,672
August.....	420,041	13,210,161	5,606,972	5,606,972	5,677	21,264	596,749	18,838,397
September.....	222,180	13,630,202	169,458	5,776,430	7,250	28,514	707,599	19,435,146
October.....	1,041,697	13,852,382	485,419	6,261,849	0	28,514	1,174,070	20,142,745
November.....	647,853	14,894,079	124,826	6,386,675	7,547	36,061	886,421	21,361,815
December.....	303,555	15,541,932	232,729	6,619,404	5,839	41,900	800,130	22,203,236
		15,845,487	445,272	7,064,676	51,303	93,203		23,003,366
1967								
January.....	1,517,623	17,363,110	304,790	7,369,466	61,172	154,375	1,883,585	24,886,951
February.....	1,084,345	18,447,455	280,023	7,649,489	51,342	205,717	1,415,710	26,302,661
March.....	440,007	18,887,462	411,415	8,060,904	92,912	298,629	944,334	27,246,995
April.....	766,127	19,653,589	525,281	8,586,185	153,195	451,824	1,444,605	28,691,598

APPENDIX 3

NEGOTIATED CONTRACT		DEPARTMENT Agency for International Development	EFFECTIVE DATE 16 Nov 64	SHEET NO. 1	NO. OF SHEETS
1. NO. OR OTHER PURCHASE AUTH. NEGOTIATED PURSUANT TO AID Ltr 4 June 1964		DISCOUNT TERMS None	CONTRACT NO. CSD-720		
ISSUED BY Agency for International Development Excess Property Regional Office c/o American Consulate General Frankfurt, Germany		MAIL INVOICES TO AID Plant Office, c/o J.M. Adriaenssens N.V. 59 Polostraat Hoboken, Belgium Attn: Marshalling Site Superintendent			
CONTRACTOR (Name and Address) J & M Adriaenssens N.V. 59 Polostraat Hoboken, Belgium		PAYMENT WILL BE MADE BY U.S. Disbursing Officer Regional Finance Center Paris, France			
SHIP TO (Consignee and Address) See Schedule		DELIVERY F.O.B. ☐ DESTINATION ☐ OTHER (See Schedule)			
This contract is negotiated pursuant to the Statutory Authority found in Section 508 and 535 of the Foreign Assistance Act of 1961 as amended (PL 87-195 75 Stat 424)		DELIVERY DATE (S) See Schedule Office of Administration: AID Plant Office, c/o Adriaenssens N.V. 59 Polostraat, Hoboken, Belgium Attn: Marshalling Site Superintendent			
ACCOUNTING AND APPROPRIATION DATA					
Account Nr. 72X4590 - \$200,000.00		FCR Nr: APRR 64-9-3			
These funds are hereby obligated					
CONTRACTOR REPRESENTS 1. That it ☐ IS, ☒ IS NOT, a small business concern. Generally, a small business concern for the purpose of Government procurement is a concern that (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration. (See Code of Federal Regulations, Title 15, Part 103, as amended, which contains the detailed definition and related procedures.) If Contractor is a small business concern and is not the manufacturer of the supplies covered by this contract, it also represents that all supplies to be furnished hereunder ☐ WILL, ☐ WILL NOT, be manufactured or produced by a small business concern in the United States, its Territories, its Possessions, or The Commonwealth of Puerto Rico. 2. That it is a ☐ REGULAR DEALER IN, ☐ MANUFACTURER OF, the supplies covered by this contract. 3. (a) That it ☐ HAS, ☒ HAS NOT, employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and (b) that it ☐ HAS, ☒ HAS NOT, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 40, Part 150.) 4. That it operates as ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION incorporated in the State of Belgium. The Contractor agrees to furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. The total amount of this contract <u>shall not exceed \$1,500,000.00</u>					
J & M ADRIAENSSENS N.V. NAME OF CONTRACTOR By <u>J. Adriaenssens</u> 3 NOV 1964 SIGNATURE DATE <u>J. ADRIAENSSENS</u> TYPED NAME Title _____		UNITED STATES OF AMERICA By <u>Jack K. Weil</u> 3 NOV 1964 SIGNATURE OF CONTRACTING OFFICER DATE JACK K. WEIL TYPED NAME OF CONTRACTING OFFICER			

Contract OSD-720

6 October 1964

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Contract Between
THE UNITED STATES GOVERNMENT

and

J & M ADRIAENSSENS N.V.

For the repair, overhaul, rehabilitation, and storage of miscellaneous vehicles, supplies, and equipment.

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Part I. SUPPLIES AND SERVICES

Upon receipt of written instruction in the form of Delivery Orders pursuant to Parts IV and V of the Schedule, the Contractor shall furnish plant, labor, equipment and supplies necessary to accomplish the following services:

Item 1. Inspect and repair, as necessary all mechanical equipment received at the contract facility in accordance with Agency for International Development Work Specification, Appendix A, dated 1 June 1964.

Item 2. Restoration of non-mechanical items of equipment in accordance with instructions issued by the Contracting Officer.

Item 3. On Site maintenance. It is the intention of the Government to rehabilitate and repair equipment at the Contractor's facility. However, in the event the Contracting Officer determines it is in the best interest of the Government, the Contractor shall send a maintenance team to any site designated by the Contracting Officer to effect required repair and rehabilitation.

Item 4. Receive, store and prepare for shipment, non-mechanical items not requiring repair, in accordance with Agency for International Development Work Specification Appendix A, dated 1 June 1964.

Item 5. Provide enclosed outside storage area of 100,000 square feet. This area must be on level ground, suitably drained having a surface which will permit vehicular traffic of large construction type of equipment.

Item 6. Provide secured warehouse storage area of 20,000 square feet. This warehouse space must be dry and have a floor capacity and ceiling height to accommodate up to a 6,000 pound forklift truck.

Item 7. The Contractor shall requisition Government Furnished Property in accordance with Agency for International Development Appendix "B" dated 8 June 1964 and Amendment Nr 1 dated 19 October 1964.

Item 8. The Contractor shall furnish the supplies identified as Government Furnished Property as identified in Appendix "B" referenced above to the extent the United States Government is unable to furnish same, provided the need for the Contractor to manufacture such supplies is verified by the Contracting Officer.

Item 9. The Contractor shall furnish parts and materials specified as Contractor Furnished Property in accordance with Appendix "B" referred to above.

Item 10. The Contractor shall furnish preparation for, including associated services and transportation of supplies and equipment in accordance with written instructions from the Agency for International Development and/or the Contracting Officer.

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Part II. CONSIDERATION AND PAYMENT

A. In consideration of the Supplies and Services furnished under the correspondingly numbered items in Part I hereof, the United States Government shall make payment to the Contractor at the rates specified herein:

Item 1. \$2.85 per direct labor hour.

Item 2. \$2.46 per direct labor hour.

Item 3.a. \$2.85 per direct labor hour performed in plant to support on-site maintenance.

b. The hourly rate for on-site maintenance work performed on-site will be governed by the type work to be performed and the rate agreed upon prior to dispatching the on-site maintenance team.

c. For services away from the contract facility performed under this item, the Contractor shall be paid, in addition to other payments made for this item, not to exceed the rates set forth below:

United Kingdom	\$10.00	France	\$11.00
West Germany	10.00	Netherlands	10.00
Belgium	7.20	Italy	9.40
Greece	8.20	Turkey	6.70
Spain	6.70	Libya	11.00

d. The Contractor shall be paid up to the per diem rates specified above for each employee in travel status. Travel status consists of the time required to travel from the Contractor's plant to the on-site location, the time on-site and the time required to return to the said plant. In computing per diem for continuous travel, the calendar day (midnight to midnight) will be the unit; for fractional parts of a day, one-fourth of the rate for a calendar day will be allowed for each period of 6 hours or fraction thereof. However, no per diem will be allowed when departure is after 0800 hours and return on the same day is before 1800 hours. No per diem will be paid for periods charged to vacation or sick leave.

e. The Contractor agrees, in the performance of necessary air travel allocable under this item, to use Air Coach, Tourist Class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the work for which the travel is being made. Contractor is to be reimbursed the actual cost of transportation.

Item 4. \$2.46 per direct labor hour.

Item 5. \$0.02 per square foot used per month. (in excess of 33,000 sq ft)

a. The Contractor agrees to provide 33,000 square feet of enclosed outside storage at a location other than in the immediate vicinity of the Port of Antwerp at no charge to the Government. This 33,000 sq ft is included within the total requirement of 100,000 square feet.

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b. The Contractor shall make frequent (not less than one time per week) measurements of the enclosed outside storage space in use. These measurements shall be verified by the Contracting Officer. At the end of each month a cumulative total of the measurements taken during that month shall be made and this cumulative total shall be divided by the number of measurements made during that month to arrive at an average usage factor. This average usage factor shall be the basis on which the Contractor shall submit his invoice for this item, provided however, that full consideration is given to the 33,000 square feet provided at no cost to the Government as stipulated in paragraph a above.

Item 6. \$0.035 per square foot used per month.

a. The Contractor shall make frequent (not less than one(1) time per week) measurements of the secured warehouse storage area in use. These measurements shall be verified by the Contracting Officer. At the end of each month a cumulative total of the measurements taken during that month shall be made and this cumulative total shall be divided by the number of measurements made during that month to arrive at an average usage factor. This average usage factor shall be the basis on which the Contractor shall submit his invoice for this item.

Item 7. No cost to the Government.

Item 8. \$2.85 per direct labor hour.

Item 9. \$2.85 per direct labor hour.

Item 10. Reimbursement of preparation for, including associated service and transportation shall be in accordance with Part II F. below.

B. In determining the direct labor hour rate for the above items, the Contractor shall not include any cost of purchasing department operation. A prorated percentage of this cost is considered under Part II E below.

C. There will be no payment to the Contractor for correction of discrepancies or defects attributable to the Contractor as provided in Clause 22 of the General Provisions hereof.

D. 1 Direct labor to be charged to the United States Government under this contract shall be defined as the actual working time of any producing worker applied directly to the product (or services) called for herein. Producing workers shall include, but are not limited to working on-site supervisors, working chargehands, mechanics, machinists, welders, painters, masons, electricians, carpenters, and helpers (or other similar classifications employed directly on productive work and approved in advance by the Contracting Officer). The working time of apprentices and learners will not be acceptable as direct labor in a higher ratio to total direct shop labor independent of this contract and then only to the extent approved in advance by the Contracting Officer.

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Direct labor will not include the working time of non-productive personnel including, but not limited to partners, officers, contact men, supervisors, expeditors, non-working foremen, non-working chargehands, quality control personnel, clerks, typists, timekeepers, material handlers, stockroom employees, truck drivers, and receiving and shipping employees. The time of such personnel is included in the overhead portion of the direct labor rate.

2.a. The contract price shall not include any amount on account of overtime premiums or shift premiums, except to the extent that they either (i) have been approved in writing on behalf of the United States Government or (ii) are paid for work when prior approval is obtained from the Contracting Officer:

(1) necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottle-necks of a sporadic nature;

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

(3) in the performance of tests, industrial processes, laboratory procedures, loading or unloading of transportation media, and operations in flight or afloat, which are continuous in nature and cannot reasonably be interrupted or otherwise completed; or

(4) which will result in lower overall cost to the United States Government.

2.b. Notwithstanding the provisions of subparagraphs (2) and (3) above, the Contractor shall not invoice for indirect labor, the time of such personnel being included in the overhead portion of the direct labor rates specified.

E.1. As used herein the allowable costs of direct materials shall include the costs of all items purchased, manufactured, or fabricated which enter directly into the end product or which are used or consumed directly on the vehicle or component parts thereof. All other materials such as office supplies, sweeping compounds and equipment, personnel washroom supplies, lighting supplies, and any other janitorial-type materials which are not actually used directly on the vehicle or its components shall be considered indirect materials.

2. In computing material costs, consideration will be given to reasonable overruns, spoilage, and defective work. Withdrawals from the Contractor's stock will be charged in accordance with the pricing system used by the Contractor, provided such system is approved by the Contracting Officer, and is in accordance with consistently followed, sound accounting practices. Since none of the cost of purchasing department operation is included in the direct labor rate, materials and parts drawn from company stock for use on this contract will be invoiced at the Contractor's inventory card price, less any taxes and duties as applicable plus a prorated share of the Contractor's purchasing dept. overhead.

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For the purposes of this contract, it is agreed that this prorated share shall be 12% of the inventory card price adjusted by deduction of taxes and duties. The inventory card prices is composed of the average purchase price, plus direct expenses such as transportation costs, insurance fees, taxes, duties and handling charges, and the Contractor warrants that no profit is contained in either the inventory card prices or the percentage specified above. In the event that an audit by the United States Government personnel should reveal that a profit has been realized by the Contractor, the said profit shall be returned to the United States Government. Those parts manufactured by the Contractor will not be considered as withdrawals from stock as defined by this paragraph.

3. Contractor may invoice for any item purchased under the provisions of this contract or any order issued thereunder as soon as the items have been received by the Contractor and/or accepted by the Government.

F. The preparation for, including associated services, and transportation of supplies and equipment under the provisions of this contract may be Government provided or, if it is in the best interest of the Government, the Contractor may be required to provide all or any part of the preparation for, including associated services and transportation required. If the Contractor is required to provide these services, an order pursuant to Part IV, entitled "ORDERS" shall be made by the Contracting Officer, or his authorized representative and will be made in writing and will contain (i) location of equipment and/or supplies, (ii) nomenclature of each item, (iii) weight of each item (iv) destination, (v) required date items are to arrive at destination. The Contractor will immediately obtain a minimum of three (3) bids from Freight Forwarding Agents, in writing, and award shall be made to the Freight Forwarding Agent quoting the lowest overall price consistent with the required delivery date shown in the shipping notification. No award shall be made to a Freight Forwarding Agent without first obtaining written approval of the Contracting Officer. If the Contractor desires to provide his own transportation in lieu of contracting with a Freight Forwarding Agent, he may do so subject to the approval in writing by the Contracting Officer and at a price no higher than the lowest bid from a minimum of three (3) bids from Freight Forwarding Agents. The Contracting Officer has the authority to waive the requirements for obtaining a minimum of three (3) bids from Freight Forwarding Agents in cases where exigency of the situation prevent solicitation of three (3) bids.

Part III. BARTER:

a. "Notwithstanding the provisions of Clause 4 of the General Provisions of this contract entitled "PAYMENTS", the United States Government may propose payment, in whole or in part, in United States Surplus commodities. This presupposes a prior arrangement between the contractor and a United States firm pursuant to which such firm agrees, as principal, to enter into a proper contract with the Commodity Credit Corporation, a federally incorporated agency of the United States Government (hereinafter referred to as "CCC") for the export of surplus agricultural commodities.

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In the event the aforementioned prior arrangement is consummated, the contractor agrees, pursuant to the clause of the contract entitled "ASSIGNMENT OF CLAIMS" and notwithstanding any language to the contrary contained therein, to furnish an irrevocable assignment to the CGC of all the moneys due and to become due under this contract.

b. After satisfactory completion of performance totaling \$150,000.00 under this contract, AID may, at its option, enter into negotiations with the supplier with respect to an increase in the amount of the guaranteed minimum. Should agreement be reached, implementation shall be subject to (1) a corresponding increase in the then existing barter contract between CGC and the barter contractor, or (2) a barter contract between CGC and a new barter contractor reflecting the increase in the amount of the guaranteed minimum agreed upon.

Part IV. ORDERS:

(a) The Contractor agrees to furnish to the Government, when ordered, the supplies or services set forth in the Schedule up to and including the quantity designated in the Schedule as the maximum quantity. The Government agrees to order the quantity of such supplies and services designated in the Schedule as the "minimum quantity". Such supplies or services will be furnished at the prices set forth in the Schedule.

(b) Delivery Orders for supplies or services shall be issued by the Contracting Officer in writing, dated, and numbered. They shall set forth (i) the supplies or services being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, and (v) packing and shipping instructions, if any. Amendments to delivery orders may be issued by the Contracting Officer by written change order. Each delivery order or change order which increases the dollar amount, shall contain a citation of funds from which payment for the supplies or services ordered shall be made.

(c) The minimum amount of supplies or services to be ordered by the United States Government during the period of this contract is \$200,000.00 which is hereby obligated.

(d) The estimated maximum amount of supplies or services to be furnished by the Contractor during the period of this contract is \$1,500,000.00.

Part V. ORDERS PROCEDURE:

Upon receipt of an order, the Contractor shall quote a fixed number of hours and a delivery schedule for the work called for, but shall not proceed with the work until the hours and schedule have been approved by the Contracting Officer, provided however, whenever the Contracting Officer determines that it is in the best interest of the United States Government to not delay performance of the work, until hours and schedule have been negotiated, he may specify in the Order that the Contractor is authorized to proceed forthwith.

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Within thirty (30) days after receipt of such order and in every case prior to completion of 50% of the work called for the parties shall negotiate the hours and delivery schedule, and the order shall be amended accordingly. Failure to agree upon a reasonable number of hours and delivery schedule shall be considered a "dispute concerning a question of fact" within the meaning of the clause of this contract entitled "DISPUTES".

Part VI. PRICE WARRANTY:

The Contractor warrants that the prices of the items set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same items in like or comparable quantities.

Part VII. OFFICE SPACE:

Contractor shall make available to the Contracting Officer a partitioned office space of approximately 180 square feet in the immediate vicinity of the Production area. The cost of this office space was considered in the negotiated prices and therefore is furnished at no additional cost to the Government.

Part VIII. STORAGE:

In the utilization of secured warehouse storage area, the Contractor shall make full use of bins, racks, pallets and other warehousing storage items of equipment that will provide economic utilization of space. Standard commercial warehousing practices will be followed.

Part IX. PRICE CHANGE:

The Contractor represents that the prices set forth in this contract are based on (wage rates) established by the Government of Belgium and warrants that such prices do not include any contingency allowance to cover possible increase thereof. If such (wage rates) are changed by that Government, the prices herein may be revised to the extent that the contractor's actual costs of performing this contract are, as a result of the change, (i) necessarily increased or (ii) actually reduced. Either party may submit a written request for such price revision to the other party within 30 days after the effective date of such change or within such further time as the Contracting Officer may allow. Such a request by the contractor shall state the amount of such change and show in detail the amount by which contract prices are claimed to be affected. The parties shall then promptly negotiate to establish the amount, if any, by which contract prices shall be revised. The contractor shall make available to the Contracting Officer at all reasonable times its books and records pertaining to the original prices and performance of the contract. If the parties are unable to agree upon the price revision, the Contracting Officer shall make and transmit to the Contractor, a written determination of the revision if any, which is to be made. Any price revision negotiated by the parties, or determined by the Contracting Officer, pursuant to this clause shall be set forth in an amendment to this contract. Nothing in this clause shall excuse the contractor from proceeding with the contract in accordance with its terms.

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Part X. INVOICING:

Notwithstanding the provision of Clause 4 of the General Provisions entitled "PAYMENTS" the contractor is prohibited from invoicing for partially completed items. The contractor shall invoice only upon Government acceptance of the completed item or items.

Part XI. DELIVERY:

A. The Delivery Schedule will be in accordance with the schedule contained in each Delivery Order as agreed to by the Contractor and the Contracting Officer.

B. The delivery point shall be the Contractor's plant at Hoboken, Antwerp, Belgium or as specified by the Contracting Officer.

Part XII. INSPECTION AND ACCEPTANCE:

A. The inspection and acceptance point in Contractor's plant Hoboken Antwerp, Belgium except as indicated below:

1. Inspection and acceptance of items repaired "on-site" under the provisions of Part I A3 shall be made at the site designated by the Contracting Officer.

B. In addition to the other provisions of this contract, the Contractor shall, at the time for final inspection and acceptance, present an original and four copies of a completed and signed certificate to the Contracting Officer reading substantially as follows:

"I hereby certify that I did on the _____ day of _____ 196____, complete work on _____."

The Contractor certifies that there have been no variations and/or deviations from any specifications cited in the contract or other related contract terms, except those approved by the Contracting Officer or his authorized representative."

Part XIII. PERIOD OF WORK INPUT OF ISSUANCE OF ORDERS:

The period of input of work under this contract will commence on the effective date of the contract and will continue for a period of twelve (12) months, subject to the option provision, Part XIV below.

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Part XIV. UNITED STATES GOVERNMENT OPTION

A. Pursuant to Clause 39 of the General Provisions, the Contractor grants the United States Government the right to extend the period for issuance of orders up to 1 year after the expiration of Period of Work Input described above. During this period the unit prices and direct labor rates specified in Part II will remain unchanged.

B. Exercise of the above option in whole or in part shall be evidenced by the issuance by the Contracting Officer of one or more change orders at any time prior to expiration of the period during which orders may be issued.

Part XV. SPECIAL CONSIDERATION

Prior to undertaking performance of this contract, the Contractor will be responsible for insuring that he has complied with the laws and regulations of his Government in addition to obtaining written certification covering all licenses, permits, rights of entry, etc. directly or indirectly related to the Contractor's performance under this contract.

Part XVI. SOVIET - CONTROLLED AREAS

For the purposes of Clause 17 of the General Provisions, the following areas are to be considered Soviet-Controlled Areas:

Albania
Bulgaria
China, excluding Taiwan (Formosa), but including Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, the former Kwantung Leased Territory, the present Port Arthur Naval Base Area and Liaoning Province.
Communist-controlled areas of Viet Nam and Communist-controlled area of Laos
Cuba
Czechoslovakia
East Germany (Soviet Zone of Germany and the Soviet Sector of Berlin)
Estonia
Hungary
Latvia
Lithuania
North Korea
Outer Mongolia
Poland and Danzig
Rumania
Union of Soviet Socialist Republics

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Part XVII. APPROVAL CLAUSE

This contract shall be subject to the written approval of the Administrator of Agency for International Development or his duly authorized representative and shall not be binding until so approved.

Part XVIII. CLEARANCES TO WORK ON UNITED STATES GOVERNMENT INSTALLATIONS

If the Contractor's employees are required or permitted to enter any United States military installation in the performance of this contract, the Contractor will insure that such employees comply with all requirements of the installation authorities including but not limited to the obtaining of all required clearances before departure.

Part XIX. CONTRACTUAL CONTENTS

This contract consists of a cover page, a DD Form 1261, Schedule consisting of 19 numbered parts, fixed price maintenance overhaul and modification General Provisions consisting of 39 numbered clauses, AID Appendix "A" dated 1 June 1964, AID Appendix "B" dated 8 June 1964, and Amendment Nr 1 thereto dated 19 October 1964.

GENERAL PROVISIONS
FIXED-PRICE MAINTENANCE OVERHAUL AND MODIFICATION CONTRACT
(MATERIALS REIMBURSABLE)

Contract No. CSD-720

Clause 1. DEFINITIONS (OCT. 1957)

As used throughout this contract the following terms shall have the meanings set forth below:

(a) The term "Secretary" or "head of the agency" means the Administrator of the Agency for International Development; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for him.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the United States Government, and any other A.I.D. employee who is a properly designated Contracting Officer, provided, however, that in the case of contracts executed by an A.I.D. Washington Contracting Officer, the term shall mean an A.I.D. Washington Contracting Officer except as otherwise notified to Contractor in writing by an A.I.D. Washington Contracting Officer.

(c) The term "Excess Property Office" means A.I.D.'s Excess Property Regional Office, Frankfurt, Germany.

(d) The term "Contracting Officer's Representative" means the Officer-in-Charge of A.I.D.'s Excess Property Regional Office, Frankfurt, Germany.

(e) The term "United States Government" means the United States of America.

(f) Except as otherwise provided in this contract, the term "subcontracts" means any agreement, contract, subcontract or purchase order made by the Contractor with any other party in fulfillment of any part of this contract, and any agreement, contract, subcontract or purchase order thereunder.

(g) The term "supplies" as used in this contract includes without limitation, the items mentioned in the clauses of this contract entitled "Inspection" and all work to be performed under this contract. (NOV. 1963)

(h) The term "Specifications" as used herein includes without limitation the statement of work to be performed upon U.S. Government equipment and/or other material being maintained, modified, reconditioned, rehabilitated, or repaired hereunder.

Fixed-Price Maintenance, Overhaul and Modification General Provisions,
Cont'd

(1) The terms "authorized by A.I.D.", "A.I.D. approval", "approval by A.I.D." and similar terms mean approval by the Contracting Officer.

Clause 2. CHANGES (JAN. 1958)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 60 days from the date of receipt by the Contractor of the notification of change, provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If this contract is executed by an A.I.D. Washington Contracting Officer, valid change orders may be issued only by an A.I.D. Washington Contracting Officer, or such other person as he may in writing designate for such purpose.

Clause 2a. MODIFICATION OR AMENDMENT

No modifications or amendments shall be made to this contract except as provided in the "Changes" Clause (see Clause 2 above) and/or may be mutually agreed upon in writing by the Contractor and the Contracting Officer.

Clause 3. INVOICES

(a) The Contractor hereby agrees to submit all invoices for payment in quintuplicate to the office having overall administrative responsibility for the contract (indicated on cover sheet hereof) in

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accordance with the clause herein entitled "Payments", and bearing the following certificate executed on the reverse side of the invoice where tax agreements have been reached between the United States Government and the Government of the country wherein the contract is being performed:

"I certify that this bill is correct and just, that payment therefor has not been received and that the price therein is exclusive of all taxes and duties exempted by the memorandum of agreement between the BELGIUM Government and the United States Government dated 7 APRIL 1952 and any amendments thereto, and any other tax exemptions applicable to any items covered by the contract relative to which this bill is rendered".

 CONTRACTOR

BY _____
 TITLE

(b) In countries where tax agreements have not been completed, the following certificate shall appear in lieu of the one listed above:

"I certify that this bill is correct and just, that payment therefor has not been received and that the price therein is exclusive of all taxes, rebates and duties exempted by laws of the Government of _____."

 CONTRACTOR

BY _____
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(c) All invoices submitted shall visibly indicate taxes deducted.

Clause 4. PAYMENTS (JAN. 1958)

(a) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the United States Government when the amount due on such deliveries so warrants; or,

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Cont'd

when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

(b) To the extent that the provisions of the Schedule provide for reimbursement of the contractor for the cost of parts and materials the United States Government shall pay to the contractor the cost of such parts and materials as determined by the Contracting Officer to be allowable in accordance with Part II Section XV of the Armed Services Procurement Regulation as in effect on the date of this contract, subject to such further definition and limitations as may be included in the schedule of this contract.

(1) Only the cost of direct materials as defined in the Schedule hereof shall be allowable.

(2) Once each month (or at more frequent intervals, if approved by the Contracting Officer), the Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost.

(3) Promptly after receipt of each invoice or voucher and statement of the cost the United States Government shall, except as otherwise provided in this contract, and subject to the provisions of (4) below make payments thereon as provided by the Contracting Officer.

(4) At any time or times prior to final payment under this contract, the Contracting Officer may have the invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for over-payments, or increased for under-payments, on preceding invoices or vouchers.

(5) On receipt and approval of the invoice or voucher designated by the Contractor as the "complete on invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and the provisions of (6) below), the United States Government shall promptly pay to the Contractor any balance of allowable cost, which has been withheld or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the

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work under this contract but in no event later than one (1) year (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(6) The contractor agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the United States Government, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the United States Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver-

- (1) an assignment to the United States Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the United States Government under this contract; and
- (11) a release discharging the United States Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions-
 - (A) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;
 - (B) claims together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the United

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States Government is prepared to make final payment, whichever is earlier; and

- (c) claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the United States Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(7) Any cost incurred by the Contractor for direct materials as defined in the Schedule of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the United States Government. (NOV.1963)"

(c) To the extent that the contractor furnishes direct material under ~~the~~ PAR II the provisions of the foregoing paragraph (b) providing for reimbursement shall be inapplicable and the Contractor shall be paid for such direct material at prices negotiated between the Contractor and the Contracting Officer. These negotiations shall be conducted prior to commencing work on such direct material whenever practicable and in any event promptly and before delivery. Failure to agree upon a reasonable price for such parts and direct material shall be considered a question of fact and settled in accordance with the provisions of the clause of this contract entitled "Disputes." (NOV. 1963)

Clause 5. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT.

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

Clause 6. UNITED STATES OFFICIALS NOT TO BENEFIT (OCT. 1957)

No member of or delegate to the Congress of the United States of America, or resident commissioner of the United States of America shall be admitted to any share of part of this contract, or to any benefit that might arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Clause 7. REPORTING OF ROYALTIES (FOREIGN). (JAN.1958)

If this contract is in an amount which exceeds \$50,000, the Contractor shall report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by the Contractor directly to others in the performance of this contract. The Contractor shall also (i) furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer and (ii) insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of fifty thousand United States dollars.

Clause 8. COVENANT AGAINST CONTINGENT FEES. (JAN.1958)

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Clause 9. TAXES (JUL.1960)

(a) The contract price, including the prices in any subcontracts hereunder, does not include any tax or duty which the Government of the United States and the Government of BELGIUM have agreed shall not be applicable to expenditures made by the United States in BELGIUM, or any tax or duty from which the Contractor, or any subcontractor hereunder, is exempt under the laws of BELGIUM. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(b) If for any reason after the contract date, the Contractor is relieved in whole or in part from the payment or the burden of any tax or duty included in the contract price, the contract price shall be correspondingly reduced.

Clause 10. RENEGOTIATION (JAN.1961)

(a) This contract will be exempt from the provisions of the Renegotiation Act of 1951 (50 U.S.C. App. 1211, et seq.), as amended, if it is wholly performed outside the United States, its possessions and Puerto Rico and if throughout the performance of the contract the Contractor is not engaged in a trade or business in the United States its possessions and Puerto Rico and is:

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- (i) an individual who is not a national of the United States; or
- (ii) a partnership or joint venture in which individuals who are not nationals of the United States or corporation which are not created by, or organized under the laws of the United States or any state or possession thereof or Puerto Rico are entitled to more than 50 percent of the profits; or
- (iii) a corporation (other than a corporation created by, or organized under the laws of the United States or any state or possession thereof or Puerto Rico) more than 50 percent of the voting stock of which is owned directly or indirectly by persons described in (i) and (ii) above.

(b) If the Contractor does not meet all the requirements for exemption set forth in paragraph (a) above at all times during the entire performance of this contract, this contract shall be subjected to the extent required by law, to the Renegotiation Act of 1951, as amended, and to any subsequent Act of the United States Congress providing for the renegotiation of contracts; provided, however, that nothing contained in this clause shall impose any renegotiations obligation with respect to this contract or any subcontract hereunder which is not imposed by an Act of the United States Congress heretofore or hereafter enacted. In the event this contract is subject to the Renegotiation Act of 1951, it shall be deemed to contain all the provisions required by Section 104 of that Act, and by any such other Act, without subsequent contract amendment specifically incorporating such provisions.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c) in all subcontracts, as that term is defined in Section 103g of the Renegotiation Act of 1951, as amended.

Clause 11. LABOR RELATIONS AND STANDARDS

The provisions of this contract and the performance hereunder shall be subject to and in accordance with the laws of the Government of Belgium and any political subdivisions thereof, from time to time in effect, which govern the hours, wages, labor relations (including collective bargaining), workmen's compensation, working conditions, and other matters pertaining to labor.

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Clause 12. DISPUTES (JAN. 1960)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Clause 13. NOTICE TO THE UNITED STATES GOVERNMENT OF LABOR DISPUTES (SEP. 1958)

(a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

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Clause 14. ASSIGNMENT OF CLAIMS (FEB. 1962)

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the United States Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment made hereunder shall be valid or recognized unless made to an eligible trade bank in accordance with the laws of the country wherein such bank is located, as well as the laws of the country where payments are scheduled to be made hereunder. Further, such assignment or reassignment shall be made in accordance with all applicable bilateral or multilateral intergovernmental agreements to which the United States Government is a party.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret", or "Confidential", be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

Clause 15. SUBCONTRACTS

No contracts shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work, herein contracted for, without the written approval of the Contracting Officer as to sources. In no event shall any such subcontract be on a cost-plus-a-percentage-of-cost basis.

Clause 16. COMPETITION IN SUBCONTRACTING (APR. 1962)

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

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Clause 17. SOVIET-CONTROLLED AREAS (APR. 1962)

(a) The Contractor shall not acquire for use in the performance of this contract any supplies or services originating from sources within Soviet-controlled areas, as listed in the Schedule of this contract, or transported from or through Hong Kong or Macao, without the written approval of the Contracting Officer.

(b) The Contractor agrees to insert the provisions of this clause, including this subparagraph (b) and the Soviet-controlled areas listed in the Schedule, in all subcontracts hereunder.

Clause 18. SUPERSEDING SPECIFICATIONS (JUL. 1948)

All references in any United States Government specification incorporated herein to other United States Government specifications shall be deemed to include all specifications supplementary to or superseding the specifications so referred to, to the extent that such supplementary or superseding specifications are in effect at the date of Contractor's latest quotation, if the Contractor was furnished or otherwise notified of the existence of such supplementary or superseding specifications at the time of said quotation.

Clause 19. ACCELERATED DELIVERY (FEB. 1960)

The Contractor is authorized to exceed the delivery rate, or to complete performance of this contract prior to the time therefor, set forth in the schedule; provided, however, that nothing contained herein shall obligate the United States Government, to perform any of its obligations to the Contractor at an earlier date than is set forth in this contract in order to assist the Contractor to make deliveries on an accelerated basis.

Clause 20. DISCOUNTS

In connection with any discount offered, as may be set forth in the Schedule, time will be computed from date of the delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at those points, or from date correct invoice or voucher (properly certified, if the contract so provides, by the Contractor) is received in the office specified by the United States Government if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount on the date of mailing of the United States Government check.

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The Contractor shall take and afford the United States Government the advantage of all available cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications. Any revenue accruing to the Contractor in connection with the work under this contract shall be applied in reduction of allowable costs under this contract.

Clause 21. EXAMINATION OF RECORDS (NOV. 1962)

- (a) (1) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
- (2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (4) below any of the records for inspection, audit or reproduction by any authorized representative of A.I.D. and/or the Comptroller General of the United States of America.
- (3) In the event the Comptroller General or any of his duly authorized representatives determines that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Contracting Officer, such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.
- (4) Except for documentary evidence delivered to the United States Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available his records (i) for a period of three years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by (A) or (B) below.
- (A) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

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(B) Records which relate to (i) appeals under the Disputes clause of this contract, (ii) litigation or the settlement of claims arising out of the performance of this contract, or (iii) cost and expenses of this contract as to which exception has been taken by A. I.D. and/or the Comptroller General or any of their duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in subparagraph (4) (B) above, the Contractor may in fulfillment of his obligation to retain his records as required by this clause substitute photographs, microphotographs, or other authentic reproduction of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

(6) The provisions of this paragraph (a), including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

(b) The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in subparagraph (a) (6) above, a provision to the effect that the subcontractor agrees that the Comptroller General or any of his duly authorized representatives, shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontract, involving transactions related to the subcontract. The term "subcontract", as used in this paragraph (b) only, excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) Contractor agrees to permit authorized representatives of A.I.D., at all reasonable times, to inspect the facilities, activities and work pertinent to the contract, and to interview personnel engaged in the performance of the contract to the extent deemed necessary by A.I.D. The Contractor further agrees to require the inclusion of provisions similar to the foregoing in all subcontracts hereunder.

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Clause 21a. REPORTS AND INFORMATION

All information gathered under this contract by Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without A.I.D.'s written approval, be made available to any person, party or government other than A.I.D., except as otherwise expressly provided in the contract. Contractor shall prepare and submit such interim and final reports as provided in Article I of the contract.

Clause 22. INSPECTION (MAY 1958)

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the United States Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the United States Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the United States Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the United States Government thereby; or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default". Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

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(c) If any inspection or test is made by the United States Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the United States Government inspectors in the performance of their duties. If United States Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the United States Government except as otherwise provided in this contract; provided, that in case of rejection the United States Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the United States Government shall be performed in such a manner as not to unduly delay the work. The United States Government reserves the right to charge to the Contractor any additional cost of United States Government inspection and test when supplies are not ready at the time such inspection or retest is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the United States Government therefor.

(d) The inspection and test by the United States Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the United States Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the United States Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

(f) Acceptance of parts or materials acquired by the Contractor for the United States Government as provided in the Schedule for separate reimbursement may be deferred until final item inspection. Notwithstanding the provisions of paragraph (d) above, in the event of defects in the item due to such parts or materials furnished on a cost basis, the United States Government will pay the cost of replacement parts or materials, but the Contractor will bear the cost of installation. (NOV. 1963)

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Clause 23. UNITED STATES GOVERNMENT PROPERTY (NOV. 1961)

- (a) The United States Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "United States Government-furnished Property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that United States Government-furnished Property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that United States Government-furnished Property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and with the other contractual provision affected by such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes". In the event the United States Government-furnished Property is received by the Contractor in a condition not suitable for the intended use the contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the United States Government's expenses or otherwise dispose of the property, or (ii) effect repairs or modifications. Upon the completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification, in accordance with the procedures provided for in the clause of this contract entitled "Changes". The foregoing provisions for adjustment are exclusive and the United States Government shall not be liable to suit for breach of contract by reason of any delay in delivery of United States Government-furnished Property or delivery of such property in a condition not suitable for its intended use.
- (b) By notice in writing the Contracting Officer may decrease the property furnished or to be furnished by the United States Government under this contract. In any such case, the Contracting Officer upon the written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provisions affected by the decrease, in accordance with the procedures provided for in the clause of this contract entitled "Changes".

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(c) Title to the United States Government-furnished Property shall remain in the United States Government. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item or cost under this contract, shall pass to and vest in the United States Government upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the United States Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the United States Government, whichever occurs first. All United States Government-furnished Property, together with all property acquired by the Contractor title to which vests in the United States Government under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "United States Government property". Title to United States Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the United States Government, nor shall United States Government property, or any part thereof, be or become a fixture or lose its identity as personally by reason of affixation to any realty. The Contractor shall comply with the provisions of the "Manual for Control of United States Government property in Possession of Contractors" (Appendix B, Armed Services Procurement Regulation) as in effect on the date of the contract, which manual is hereby incorporated by reference and made a part of this contract.

(d) The United States Government Property shall, unless otherwise provided herein, be used only for the performance of this contract.

(e) The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection and preservation of United States Government Property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to United States Government Property the risk of which has been assumed by the United States Government under this contract, the United States Government shall replace such items or the Contractor shall make such repair of the property as the United States Government directs; provided, however, that if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by the Contracting Officer. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the United States Government is responsible, and an equitable adjustment will be made in the contract price for any such repair or replacement of United States Government Property made at the direction of the United States Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at his own expense.

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(f) (1) Except for loss, destruction or damage resulting from a failure of the Contractor due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel as defined herein, to maintain and administer the program for the maintenance, repair, protection and preservation of the United States Government Property, as required by paragraph (e) hereof, and except as specifically provided in the clause or clauses of this contract designated in the Schedule, the Contractor shall not be liable for loss or destruction of or damage to the United States Government Property.

- (1) caused by any peril while the property is in transit off the contractor's premises, or
- (11) caused by any of the following perils while the property is on the Contractor's or subcontractor's premises, or on any other premises where such property may properly be located, or by removal therefrom because of any of the following perils:

(A) Fire; lighting, windstorm, cyclone, tornado, hail; explosion, riot, riot attending a strike, civil commotion; vandalism and malicious mischief; sabotage; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the Contractor or any agent or employee of the Contractor; smoke; sprinkler leakage, earthquake or volcanic eruption; flood, meaning thereby rising of a body of water; hostile or warlike action, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority using military, naval or air forces; or by an agent of any such government, power, authority, or forces; or

- (B) Other peril, of a type not listed above, if such other peril is customarily covered by insurance (or by a reserve for self-insurance) in accordance with the normal practice of the Contractor, or the prevailing practice in the industry in which the Contractor is engaged with respect to similar property in the same general locale.

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The perils as set forth in (i) and (ii) above are hereinafter called "excepted perils".

This clause shall not be construed as relieving a subcontractor from liability for loss or destruction of or damage to the United States Government Property while in his possession or control, except to the extent that the subcontract, with the prior approval of the Contracting Officer, may provide for the relief of the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all United States Government Property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of the prime contract.

The term "Contractor's managerial personnel" as used herein means the Contractor's directors, officers and any of his managers, superintendents, or other equivalent representatives who have supervision or direction of --

- (i) all or substantially all of the Contractor's business;
- (ii) all or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed;
- (iii) a separate and complete major industrial operation in connection with the performance of this contract.

(2) The Contractor represents that he is not including in the price hereunder, and agrees that he will not hereafter include in any price to the United States Government any charge or reserve for insurance (including self-insurance funds or reserve) covering loss or destruction of or damage to the United States Government Property caused by any excepted peril.

(3) Upon happening of loss or destruction of or damage to any United States Government Property caused by an excepted peril, the Contractor shall notify the Contracting Officer thereof, and shall communicate with the loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has directed that no such organization be employed), shall take all reasonable steps to protect the United States Government Property from further damage, separate the damage and undamaged United States Government Property, put all the United States Government Property in the best possible order, and furnish to the Contracting Officer a statement of:

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- (i) the lost, destroyed and damaged United States Government Property;
- (ii) the time and origin of the loss, destruction or damage;
- (iii) all known interests in commingled property of which the United States Government Property is a part; and
- (iv) the insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall be reimbursed for the expenditures made by him in performing his obligations under this subparagraph (3), (including charges made to the Contractor by the Loss and Salvage Organization, except any of such charges the payment of which the United States Government has, at its option, assumed directly, to the extent approved by the Contracting Officer and set forth in a Supplemental Agreement.

(4) With the approval of the Contracting Officer after loss or destruction of or damage to United States Government Property and subject to such conditions and limitations as may be imposed by the Contracting Officer, the Contractor may, in order to minimize the loss to the United States Government or in order to permit resumption of business or the like, sell for the account of the United States Government any item of United States Government Property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor, that separation is impracticable.

(5) Except to the extent of any loss or destruction of or damage to United States Government Property for which the Contractor is relieved of liability under the foregoing provisions of this clause, and except for reasonable wear and tear or depreciation, or the utilization of the United States Government Property in accordance with the provisions of this contract, the United States Government Property (other than property permitted to be sold) shall be returned to the United States Government in as good condition as when received by the Contractor in connection with this contract, or as repaired under paragraph (e) above.

(6) In the event the Contractor is reimbursed or compensated for any loss or destruction of or damage to the United States Government Property, caused by an excepted peril, he shall equitably reimburse the United States Government. The Contractor shall do nothing to prejudice the United States Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall at the United States Government's expense, furnish to the United States Government all reasonable

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assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the United States Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of or damage to the United States Government Property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the United States Government Property for the benefit of the United States Government.

(7) If this contract is for the development, production, modification, maintenance or overhaul of aircraft, or otherwise involves the furnishing of aircraft by the United States Government, the "Ground and Flight Risk" clause of this contract shall control, to the extent it is applicable, in the case of loss or destruction of, or damage to, aircraft.

(g) The United States Government shall at reasonable times have access to the premises wherein any United States Government-furnished Property is located.

(h) Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of United States Government-furnished property not consumed in the performance of this contract (including any resulting scrap) or not therefore delivered to the United States Government, and shall deliver or make such other disposal of such United States Government-furnished Property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid in such other manner as the Contracting Officer may direct.

(i) Directions of the Contracting Officer and communications of the Contractor issued pursuant to this clause shall be in writing.

Clause 23a. NOTICES

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, or cable, or registered mail as follows:

To A.I.D.:

Administrator
Agency for International Development
Washington, D. C. 20523
Attention: Contracting Officer (naming the
Contracting Officer who executed
this contract).

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Cont'dTo Contracting Officer's
Representative:Officer-in-Charge
A.I.D. Excess Property Regional Office
Frankfurt, Germany

To Contractor:

At Contractor's address shown in the
opening paragraph of this contract

or to such other address as either of such parties shall designate by
notice given as herein required. Notices hereunder, shall be effective
when delivered.

Clause 24. TERMINATION FOR CONVENIENCE OF THE UNITED STATES
GOVERNMENT (JAN. 1961)

(a) The performance of work under this contract may be terminated
by the United States Government in accordance with this clause in whole,
or from time to time in part, whenever the Contracting Officer shall
determine that such termination is in the best interest of the United
States Government. Any such termination shall be effected by delivery
to the Contractor of a Notice of Termination specifying the extent to
which performance of work under the contract is terminated, and the
date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as other-
wise directed by the Contracting Officer, the Contractor shall:

- (i) stop work under the contract on the date and to the
extent specified in the Notice of Termination;
- (ii) place no further orders or subcontracts for materials,
services or facilities, except as may be necessary
for completion of such portion of the work under the
contract as is not terminated;
- (iii) terminate all orders and subcontracts to the extent
that they relate to the performance of work terminated
by the Notice of Termination;
- (iv) assign to the United States Government, in the manner,
at the times, and to the extent directed by the Con-
tracting Officer, all of the right, titled, and
interest of the Contractor under the orders and sub-
contracts so terminated, in which case the United
States Government shall have the right, in its
discretion, to settle or pay any or all claims
arising out of the termination of such orders and
subcontracts;

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- (v) settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- (vi) transfer title and deliver to the United States Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (A) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the United States Government.
- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the United States Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;
- (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (ix) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the United States Government has or may acquire an interest.

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At any time after expiration of the plant clearance period, as defined in Section VIII, Armed Services Procurement Regulation, as it may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the United States Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the United States Government will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the determination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of

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the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect, the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall determine, on the basis of information available to him the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (i) for completed supplies accepted by the United States Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;
- (ii) the total of-
 - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e)(i) hereof;
 - (B) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the cost payable under (A) above; and

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- (c) a sum, as a profit, equal to 2 percent of that part of the amount determined under (A) above which represents the cost of articles and materials not processed by the Contractor, plus a sum equal to 8 percent of the remainder of such amount, but the aggregate of such sums shall not exceed 6 percent of the whole of the amount determined under (A) above; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (iii) the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (i) and (ii) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the United States Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e) (i) and (ii)(A) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the United States Government or to a buyer pursuant to paragraph (b) (vii).

(f) Any determination of costs under paragraph (c) or (e) hereof shall be governed by the principles for consideration of costs set forth in Section XV, Part 2, of the Armed Services Procurement Regulation, as in effect on the date of this contract.

(g) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes", from any determination made by the Contracting Officer under paragraph (c) or (e) above.

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the United States Government shall pay to the Contractor the following:
 (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 (ii) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause there shall be deducted (i) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (ii) any claim which the United States Government may have against the Contractor in connection with this contract, and (iii) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the United States Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(j) The United States Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the United States Government upon demand, together with interest computed at the rate of 6 percent per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the United States Government; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to the United States

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Government at all reasonable times at the office of the Contractor but without direct charge to the United States Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

(1) Notwithstanding the foregoing provisions of this clause no allowance for profit shall be made upon parts and direct materials to the extent that the contract provides that reimbursement for such parts and materials shall be upon a cost basis, (NOV. 1963)

Clause 25. AUTHORIZATION TO PERFORM

The Contractor warrants that he has been duly authorized to operate and do business in the country or countries in which this contract is to be performed; that he has obtained, at no cost to the United States Government, all necessary licenses and permits required in connection with the contract; and that he will fully comply with all the laws, decrees, and regulations of such country or countries during the performance of the contract.

Clause 26. DEFAULT (JUL. 1962)

(a) The United States Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the United States Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the United States Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be

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liable to the United States Government for any excess cost for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the United States Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the United States Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the United States Government, in the manner and to the extent directed by the Contracting Officer, (1) any completed supplies, and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; preserve property in possession of the Contractor in which the United States Government has an interest. Payment for completed supplies delivered to and accepted by the United States Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the United States Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The United States Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the United States Government against loss because of outstanding liens or claims of former lien holders.

Fixed-Price Maintenance, Overhaul and Modification General Provisions,
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(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the United States Government, be the same as if the notice of termination had been issued pursuant to such clause.

(f) The rights and remedies of the United States Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Clause 27. GRATUITIES (MAR. 1952)

(a) The United States Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the United States Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the United States Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the United States Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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Clause 28 INTEREST (MAY. 1963)

Notwithstanding any other provision of this contract, unless paid within 30 days all amounts that become payable by the Contractor to the United States Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate of six percent per annum from the date due until paid and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this contract. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this contract, (ii) the date of the first written demand for payment, consistent with this contract, (iii) the date of transmittal by the United States Government to the Contractor of a proposed supplemental agreement to conform completed negotiations fixing the amount, or (iv) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

Clause 29. CONTRACT INTERPRETATION

This contract shall be interpreted and construed in accordance with the substantive laws of the United States of America.

Clause 30. CORRESPONDENCE

All correspondence and reports submitted by the Contractor to the United States Government shall be in English.

Clause 31. QUALITY CONTROL SYSTEM (JAN. 1963)

The Contractor shall provide and maintain a quality control system acceptable to the United States Government for the supplies covered by this contract.

Clause 32. CERTIFICATE OF CONFORMANCE (SEP. 1963)

(a) Notwithstanding (a) of the clause hereof entitled "Inspection", any of the supplies or services to be furnished hereunder may be accepted without prior United States Government inspection upon receipt of a Certificate of Conformance of the Contractor attached to an invoice for supplies or services reading substantially as follows provided the Contractor has been notified by the Contracting Officer's Representative that the Certificate is appropriate:

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"I hereby certify that I did, on the (date) of (month) 19____, in accordance with shipping instructions issued by the Contracting Officer, the supplies called for by Contract Number (insert contract number), that such supplies were in the quantities and of the quality called for, and were in all respects in accord with the applicable specifications or (complete the services) called for by Contract Number (insert contract number), item (insert item number) and that such services were in the quantity and of the quality called for, and were in all respects in accord with the applicable specifications). This statement is furnished to support payment of the attached invoice."

(b) Notwithstanding any provisions of the certificate above referred to, and notwithstanding the provisions of paragraph (c) of clause hereof, entitled "Inspection", the liability of the Contractor with respect to supplies accepted by the United States Government under the provisions of paragraph (a) above will, after inspection by the United States Government or after the expiration of a reasonable time following delivery to the United States Government within which inspection may be made, whichever occurs first, be limited, except as to supplies rejected upon such inspection, to liability, for latent defects, fraud, or such gross mistakes as amount to fraud.

(c) Five copies of the Certificate of Conformance will be attached to copies of the invoice which are provided the office having overall administrative responsibility for the contract (indicated on the cover sheet hereof.)

Clause 33. EXTRAS (JUL. 1949)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

Clause 34. VARIATION IN QUANTITY (JUL. 1949)

No variation in the quantity of any item called for by this contract will be accepted unless such 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 elsewhere in this contract.

Clause 35. RESPONSIBILITY FOR SUPPLIES (JAN. 1958)

Except as otherwise provided in this contract, (1) the Contractor shall be responsible for the supplies covered by this contract

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until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the United States Government at the designated point and prior to acceptance by the United States Government or rejection and giving notice thereof by the United States Government, the United States Government shall be responsible for the loss, or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the United States Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the United States Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the United States Government acting within the scope of their employment.

Clause 36. NOTICE OF SHIPMENTS (JUL. 1949)

At the time of delivery of any shipment of supplies to a carrier for transportation, the Contractor shall give prepaid notice of shipment to the consignee establishment, and to such other persons or installations designated by the Contracting Officer, in accordance with instructions of the Contracting Officer. If such instructions have not been received by the Contractor at least 24 hours prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer concerning the notice of shipment to be given.

Clause 37. MATERIAL INSPECTION AND RECEIVING REPORT (JUL. 1958)

At the time of each delivery under this contract the Contractor shall prepare and furnish to the United States Government, in the manner and to the extent required by the Contracting Officer, a Material Inspection and Receiving Report. The United States Government shall furnish the required forms to the Contractor upon request.

Clause 38. FURNISHING OF PRICING INFORMATION (JAN. 1961)

(a) The Contractor shall furnish to the Accounting and Finance Officer as soon as practical, but in no event later than the time of delivery of the respective item, in such written form as may be convenient for the contractor, its best estimate of the price of any item for which a billing, estimated or firm price does not appear in the contract, or has not otherwise been furnished to the Contracting Officer prior to the time of delivery.

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(b) The Contractor shall further indicate on each Form submitted under this contract, the price of United States Government-furnished Materiel (GFM) that is included in each line item covered by the respective Form.

(c) The Contractor shall include in each of its subcontracts under which deliveries may be made directly to the United States Government, a provision whereby such subcontractor agrees to prepare and distribute the Form and to enter thereon the price of all GFM included in items so delivered to the United States Government. The price of GFM will be made available to the contractor or subcontractor by the United States Government, as the case may be. No delivery shall be delayed by reason of the failure of the United States Government to furnish such prices to the contractor or subcontractor. The contractor shall require each subcontractor to include a similar provision in its subcontracts.

Clause 39. OPTION TO EXTEND THE TERM OF THE CONTRACT (JAN. 1961)

This contract is renewable, at the option of the United States Government, by the Contracting Officer giving written notices of renewal to the Contractor within the period specified in the Schedule; provided, that the Contracting Officer shall have given preliminary notice of the United States Government's intention to renew at least sixty (60) days before this contract is to expire. (Such a preliminary notice will not be deemed to commit the United States Government to renewals). If the United States Government exercises this option for renewals, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

APPENDIX "A"

AGENCY FOR INTERNATIONAL DEVELOPMENT
EXCESS PROPERTY OFFICE
C/O AMERICAN CONSULATE GENERAL
FRANKFURT, GERMANY

WORK SPECIFICATION, RECEIPT, STORAGE
AND PREPARATION FOR SHIPMENT OF AID MATERIEL

TYPE OF WORK: Essential repair

TYPE OF EQUIPMENT: General and Special Purpose Vehicles, Construction Equipment, Power Generating Equipment, Fire Trucks, Mining and Agricultural Equipment, Material Handling Equipment, and Other Miscellaneous mechanical and non mechanical Equipment shipped to the Contractors Shop for Repair and Storage.

SECTION I - GENERAL

1. Information
2. Definition
3. Government Forms
4. Receipt of Equipment at the Maintenance Facility

SECTION II - ESSENTIAL REPAIR & QUALITY CONTROL STANDARDS FOR
AID VEHICLES & EQUIPMENT

SECTION III- TEST AND GOVERNMENT ACCEPTANCE

1. Test
2. Government Acceptance

SECTION IV - REPORTS

SECTION V - PREPARATION FOR STORAGE - MECHANICAL ITEMS

SECTION VI - RECEIPT AND STORAGE OF ITEMS THAT DO NOT REQUIRE
REPAIR

SECTION VII- PREPARATION FOR SHIPMENT

APPENDIX "A"
1 June 1964

SECTION I

1. Information

a. The Contractor shall transport to his facility mechanical items as listed on cover page to accomplish initial repairs as needed based upon check lists approved by the Agency for International Development and will also transport, receive, and store non-mechanical items from the Agency for International Development [and will also transport, receive, and store non-mechanical items from the Agency for International Development.] The Contractor shall prepare for shipment and transport from his facility to ports as instructed by the Agency for International Development mechanical and non-mechanical items.

b. Work prescribed in this specification shall be accomplished on an inspect and repair as necessary basis. Missing and/or damaged parts or components shall be replaced where they affect the mechanical function of the end items.

c. All work performed shall be in accordance with good shop practice and subject to Government inspection during any phase of the operation. Unserviceable parts that affect the mechanical function of the end items shall be repaired or replaced whichever is the most economical.

2. Definition

a. "Essential Repair" is only those repairs, bench checks, functional checks, adjustments, tests and work necessary to assure that an end item is restored to a serviceable condition and will efficiently accomplish its intended purpose.

b. AID property requiring repairs will be brought up to a serviceability condition of 0-2, that is, used, good serviceable condition, no further repairs required for the item to perform its function. The appearance, reliability and safety mechanisms are required to be good and serviceable.

3. Forms

a. Check lists to guide and facilitate initial shakedown will be drawn up by Contractor for the various vehicles and equipment. Additional work may be added and upon completion will be signed off by mechanic. This check list and any additions thereto will be approved by the US AID OIC prior to commencement of work.

4. Receipt of Equipment at the Maintenance Facility

a. Upon receipt, each end item will be inventoried to determine completeness and to assure correct item identification by recording all information required on Inclosure 1. Item Receiving Report.

b. Items awaiting repair will be handled and stored in such manner as to give protection against rust, corrosion, Minimum Protection to prevent damage or theft.

SECTION II

1. Purpose. To develop a simplified appearance and serviceability standard to be used in the inspection and repair of AID Vehicles and equipment.

2. Scope. This standard pertains to all AID Items, both Military and Commercial types, repaired by contract facility.

3. References. Reference material for these items will consist of the pertinent Manufacturer's Maintenance Manual or Motor's Repair Manual for commercial vehicles and pertinent DA Technical Manual for Military items, Application of Technical Bulletins and Modification Work Orders are not mandatory for these vehicles and will be applied only on request of AID Representative.

4. General Requirements.

4.(1) Vehicle Condition. Each mechanical item and vehicle will be repaired 'as is' when received. All essential components will be complete and operable, that is O-2 or E-2. (See Inclosure 2.) Uniformity among like vehicles is not required. Non essential items such as directional lights, heaters, slave receptacles, etc. may be repaired or removed, whichever is more economical.

4.(2) Cleaning.

- a. Vehicles and mechanical items will be cleaned by the most feasible approved method to assure adequate paint adhesion.
- b. All foreign matter, grease, dirt, snails, etc. will be removed.
- c. Underside of vehicles or items will be cleaned of accumulations of dirt and mud to the degree that adhesion of paint is assured.

4.(3) Surface Preparation.

- a. Paint remover materials may be used in accordance with manufacturer's application and neutralization instructions, if required for efficient repair.
- b. Edges of areas where remover has been used or where paint has been cracked or broken will be featheredged sufficiently to assure a good paint bond.
- c. All Military numbers and organizational markings will be removed so they cannot be seen without light reflection.

4.(4) Sheet metal and Trim -Vehicles only

- a. Areas of vehicles which have been repaired with body lead or putty will be finished sufficiently to present a reasonable smooth finish. Small dents are acceptable.
- b. Normal distortion caused by forming of metal during manufacture is acceptable.
- c. Bump pads, anti-rattle pads, and weather seals will be in place and serve their intended purpose. Frayed weather strips will have the frayed portion trimmed off.
- d. Exterior chrome trim will be masked prior to painting if it is in good condition. Chrome trim in poor condition will be removed and mounting holes filled and sanded down. Loose chrome strips may be fastened in place with cadmium plated self-tapping sheet metal screws if

original means of fastening will not hold. Chrome bumpers, hub caps, and grilles with accumulations of rust may be cleaned and painted silver. When chrome trim is removed from one side of vehicle the corresponding piece will be removed from the other side.

e. Door and window molding with paint worn through or are rusty will be sanded and repainted.

f. Holes left in exterior and interior of vehicles by removal of lights, mirror arms, heaters, etc. will be filled. Filling may be accomplished by leading, filling or welding and sanding down, by snap-in plugs, or oval headed bolts.

g. All exterior and interior hardware, knobs, handles, etc. will be in place and operable. Sag in door handles and excess lash in window regulator handles is acceptable if they still function as intended.

h. Construction equipment sheet metal repair will be in accordance with normal procedures of used equipment dealers preparing used equipment for resale.

4.(5) Lumber. Lumber used for fabricated parts will be vehicular grade. Freshly exposed surfaces resulting from drilling, sawing, or other operations will be brushed with boiled linseed oil when lumber exceeds 1 inch in thickness.

4.(6) Painting.

a. All surfaces of vehicles and items that normally require painting will have a complete coverage.

b. All exterior areas of AID property normally painted will be painted as follows: (1) All construction equipment, cranes, shovels, ditchers, wheeled and crawler tractors, etc./or engineer type equipment, forklift trucks and pumps will be painted International Orange, Color Chart No. 12197. (2) All commercial and ordnance type vehicles and/or pneumatic tired miscellaneous equipment will be painted Gloss Green, Color Chart No. 14110. (3) All metal working, wood working, machine tools, generators and engines will be painted Gray, Color Chart No. 26251. (4) All school buses will be painted Yellow, Color Chart No. 13538.

Front and rear bumpers to have 3 inch diagonal black stripes with Yellow background as well as rear of end of school bus. (5) All fire fighting, trucks, equipment and apparatus will be painted Fire Engine Red, Color Chart No. 11105.

c. Interior areas of cabs, closed van type bodies, that are normally painted will be painted light green, Color Code Number 14533. Engine and engine compartments will be painted gray, Color Code No. 26251.

d. Paint applied over areas that are not completely neutralized or have not had rust and scale paint removed is not acceptable.

e. Paint runs will be kept to a minimum.

f. Overspray on light lens, reflectors, data plates, and glass is not acceptable.

g. Paint overspray in hard to reach areas is acceptable provided it is not readily visible from outside vehicle.

h. Paint on wiring, grommets, weather seals, bump pads, etc. is acceptable if evenly applied.

i. Vehicles will be underpainted with paint. The underpainting will be applied to the underside of exposed sheet metal parts such as fenders, splash shields, body, fuel tank, etc. Parts that are not to be painted are drive shafts, engine oil pan, transmission, suspension components, tires, and brake friction surfaces. Painting will have complete coverage and good adhesion.

4.(7) Lubrication. Each vehicle, component part, or major unit will be lubricated in accordance with directives or lubrication orders pertinent to the vehicle or component. Lubricants will conform to the specifications cited in the current directive or Lubrication order, or specified by the manufacturer, or the ACO. Engine Crank cases, transmissions, final drive assemblies, gear boxes, and etc. will not be drained and refilled unless inspection indicates the lubricant is unserviceable or contaminated.

5. Appearance Standards.

5.(1) Painted Surface. These vehicles are to be restored to reasonably clean appearance; they are not intended to be like new vehicles. Paint will adequately cover original finish to the degree that no dark or light areas show through. Spot painting of thin or damaged areas is acceptable.

5.(2) Sheet Metal and Trim - Vehicles Only

a. Minor dents in sheet metal and chrome trim are acceptable.

b. Dents that exceed $\frac{1}{2}$ " in depth should be repaired or filled with putty and sanded.

c. Areas that have been crushed in then hammered out leaving wrinkled metal within the damaged area will be filled and sanded.

d. Wave and sag are acceptable up to $\frac{1}{2}$ " in depth. Sag that can easily be pulled out without heat should be repaired (trucks only).

e. Creases up to $\frac{1}{4}$ " in depth and 8" in length are acceptable. Creases up to $\frac{1}{4}$ " in depth are acceptable to 18" in length. Creases $\frac{1}{8}$ or less in depth are acceptable with no limit on length (trucks only).

f. Torn or ripped areas will be welded then filled and sanded.

g. Inserted patches are acceptable on hoods, fenders, cab top, and doors.

h. Holes in dump body floors that cannot be welded up may be repaired by installation of a plate over the floor welded to body floor.

i. Body floor sag between cargo or dump body frame members is acceptable if there are no holes.

5.(3) Windshield and Door Glass.

a. Windshield and all other door and window glass will be clear and free of cracks, except that minor edge cracks are acceptable. Replacement glass will be similar to type originally installed by manufacturer.

b. Windshield wipers will be functional and blades will not be hardened or weather cracked. Wipers will operate at not less than 40 strokes per minute-wet windshield.

c. Door glass channel molding will not be worn to the point to allow glass to scrape against metal portion of molding. Molding will not be torn loose from channel.

5.(4) Upholstery.

a. Holes up to $\frac{1}{4}$ " in diameter are acceptable; anything larger will be repaired.

b. Tears will be repaired. If material can be pulled together and stitched firmly in place, this repair will suffice; otherwise, a patch must be applied.

c. Patches on upholstered rigid panels may be cemented in place provided adequate adhesion can be obtained, especially at the edges.

d. Canvas items will be repaired with canvas. Leatherette and fabric will be repaired with the like material matched as near as practical.

e. Paperboard panels on doors, firewalls, headliners, and kick panels are acceptable with minor holes, $\frac{3}{4}$ " or less. Tears may be repaired by cementing edges back together. Panels with sections torn loose and missing will be replaced. Headliners may be completely removed if non repairable and no replacements are available.

f. Arm rests may be repaired by cementing, stitching, or recovering, whichever is most feasible for the particular type covering on the item.

5.(5) Seats.

a. Mounting brackets will not be cracked or broken and

will be firmly fastened to the seat and floor.

b. Seat cushions and back with springs broken or collapsed forming a depression will be repaired. Cushions and backs with two or three springs broken in scattered areas are acceptable if the broken ends of springs have not penetrated the seat and floor.

c. Vehicles with torn or frayed seat covers may have the covers removed if the original upholstery is still in a presentable condition. If covers are removed the seats should be vacuum cleaned to remove accumulations of dirt.

d. New floor mats will be installed in vehicles as required, or floor will be painted black, if mats are not available.

6. Serviceability Standards.

6.(A) Diesel Engines

1. Injectors, Fuel Pump.

Engines having loss of power, missing, or excessive smoking, will be given a tune up. Injectors will be removed, cleaned, repaired and/or calibrated when required. Fuel pumps will be serviceable.

2. Injector Rack.

Inspect injector rack for excessive wear. Adjust in accordance with applicable Technical Manual or Technical Order or Manufacturer's Specifications, when required.

3. Blower will be inspected for scored rotors, housing or end plates, when necessary. Oil seals having leaks will be replaced.

4. A. Gasoline starting motors. Change over system will be capable of starting the main engine.

B. During test engine runs smoothly and shows no sign of oil leaks or excessive oil consumption, engine will be acceptable. Normal operational oil seepage is acceptable.

6.1 Engine.

a. Compression.

(1) Compression test may be used for diagnostic purpose when engine test run indicates serious cylinder unserviceability.

(2) Blowby may also be used to judge cylinder and ring condition. Normal blowby, with a slight amount of vapor issuing from the breather cap and vent tube, that decreases when engine is accelerated in acceptable. Severe blowby which coats the area around the breather cap with a film of oil and flows from the vent tube in a stream when engine is idling and at normal operating temperature, is not acceptable.

b. Oil Pressure.

(1) With engine at idle and normal operating temperature, oil pressure will be at least 50% of normal as listed in pertinent TM or Manufacturer's Manual.

Example: On Chevrolet 235 cu. in. engines 1953 model and earlier and all 216 cu. in. engines, acceptable operating oil pressure will be 11 P.S.I. and acceptable idle pressure will be 5 P.S.I.

c. Vacuum.

(1) Vacuum gage readings may be used as an indication of valve condition. Ignition system must be in good operating condition and ignition timing correctly adjusted before attempting to analyze the valve system with a vacuum gage. Readings should be steady with very little needle wander if carburetor is correctly adjusted. A steady drop of needle at one-half crankshaft speed indicates a faulty valve.

(2) Do not attempt to take a vacuum reading through a vacuum booster fuel pump.

(3) Engines with hydraulic lifters will give in idle vacuum reading several points lower than an engine with mechanical lifters. This is not a malfunction but readings must be steady.

d. Leaks.

(1) Engines will not leak oil, fuel, or coolant. Cork gaskets on oil pan, valve covers, etc. will not be collapsed or broken.

(2) Slight seepage from these areas is acceptable provided there is no evidence of an oil path leading away from the gasketed surfaces. Tighten retaining screws or bolts at these areas.

(3) Definite oil leakage at rear main bearing seal or timing cover seal is not acceptable. Slight seepage from these areas with no evidence of heavy oil path, is acceptable.

(4) There will be no evidence of coolant leaks. Hose will not be hardened to the point they are apt to break when flexed. Heater hose with ends deteriorated to the point that the clamps have cut through the outer cover or that show deep weather checks when flexed, are not acceptable.

(5) Lowen radiator hose that tends to collapse on sudden engine acceleration are not acceptable.

e. Cleaning.

(1) Engines will be externally cleaned and prepared to the degree to assure good paint adhesion. Steam cleaning of engines is not to be used unless engine requires complete tear down.

(2) Oil filters will be serviced and oil filter elements replaced if technical inspection indicates the elements are unserviceable.

f. Cracked blocks. Cracked culinder blocks may be repaired provided they are cracked to the outside only.

g. Clutch - Serviceable if not the following applies:

(1) Clutches will not bind or drag when engaged without chattering or grabbing.

(2) Clutch plates worn in excess of 30% shall be replaced.

(3) Clutch pressure plates with broken springs, cracked housings, or etched pressure surfaces will be replaced.

(4) Clutches will be adjusted to manufacturer's specifications, Technical Manuals or Technical Orders.

(5) Clutch pedals will have the recommended free travel and floor board clearance.

6.2 Fuel System.

a. Fuel Tank.

(1) Tank will be free of rust and other foreign matter.

(2) Dents that do not adversely affect fuel capacity are acceptable.

(3) Tanks will be securely mounted with adequate padding under straps to prevent metal to metal contact.

b. Fuel Lines.

(1) Metal fuel lines will be free of flattened areas and evidence of internal rust.

(2) Flexible fuel lines will be free of leaks and will not be soft and swollen at connections.

c. Fuel Pumps must be serviceable.

(1) Fuel pumps must be securely mounted and will deliver fuel to the carburetor at the required pressure and volume for maximum operation of the engine.

(2) Fuel pumps with filter bowls will be cleaned if there is evidence of foreign matter in bowl. Bowls removed will have gaskets replaced as required.

(3) Vacuum booster fuel pumps will be checked for ruptured vacuum diaphragm if required.

d. Carburetor.

(1) Carburetors that function as intended are acceptable.

(2) Carburetors that evidence flooding, flat spots, or other malfunctions will be disassembled, cleaned, adjusted, and reassembled using new gaskets, needle and seat and accelerator pump piston.

(3) Automatic chokes that show evidence of rust and combustion deposits inside thermostat housings will be cleaned and have the heat tube in manifold repaired.

(4) Air cleaners will be removed, cleaned, and serviced with the proper oil. Dry type filter elements will be replaced if there is evidence or restriction in the airflow.

6.3 Exhaust System.

a. Exhaust manifold.

(1) The exhaust manifold will be securely mounted and free of cracks and leaks at gasket areas.

(2) Manifold heat control will be free. Slight leakage from ends of heat control shaft is acceptable.

b. Exhaust Pipe.

(1) The exhaust pipe will be securely mounted and free of cracks and leaks at gasket areas.

(2) Manifold heat control will be free. Slight leakage from ends of heat control shaft is acceptable.

(3) Slight leakage at exhaust pipe-to-muffler connection is acceptable.

c. Tail Pipe.

(1) The tail pipe will be properly mounted and free of rust holes.

(2) Dents that do not restrict exhaust flow are acceptable.

(3) Tail pipe will be correctly aligned and have sufficient clearance from body parts to prevent rattles.

(4) Bracket will be tight and free of broken insulations.

(5) Exhaust stacks will have weather cap if vertical.

d. Muffler

(1) The muffler will be securely mounted and will effectively silence the exhaust. Loose baffles inside the muffler are not acceptable. Dents are acceptable so long as they do not restrict the exhaust. Rust holes are acceptable.

(2) Muffler brackets will be securely mounted and intact. Broken or torn insulators are not acceptable.

6.4 Cooling System.

a. Radiator.

(1) The radiator and cooling system will be flushed and free from leaks.

(2) Replacement of fins is not necessary.

(3) Overflow tube will be intact and free of restrictions.

(4) Unsoldered side supports are not acceptable.

(5) Cap will be the correct type and pressure. Gaskets must be serviceable.

(6) All thermostats and shutterstats will be operable.

(7) The entire cooling system will be drained and radiators will be tagged with a red tag which states "do not operate, cooling system drained". A second red tag will be secured to steering wheel or in operator control seat.

b. Water Pump.

(1) Pump will be securely mounted and free of leaks and abnormal noise.

c. Fan and Belts.

(1) Fan blades will not be bent or cracked. Welding is not acceptable. Run out will not exceed $\frac{1}{16}$ " except on heavy equipment.

(2) Belts will be in a serviceable condition and matched if running in pairs.

6.5 Electrical System.

a. Starter.

(1) Starter mounting bolts and cable connections will be tight.

(2) Starters will adequately crank a cold and hot engine.

(3) Starter amperage draw and voltage drops will be checked with a low voltage circuit tester if -- starter fails to function properly when receiving adequate current. Amperage and voltage values will conform to manufacture's specifications, providing operational test requires the above procedure.

b. Generator.

(1) Generator mounting bolts will be secure and belt properly adjusted.

(2) Wires will not be frayed and connections will be tight.

(3) Terminals will be cleaned if corrosion is evident.

(4) Bearings will not be loose or noisy.

(5) Generators will be serviceable.

c. Regulator.

- (1) Generator regulator will be securely mounted and adequately grounded.
- (2) Voltage and amperage will be checked with a low voltage circuit tester and adjusted if necessary.
- (3) Wiring will not be frayed and connections will be tight. Wire may be repaired if joints are soldered and taped.

d. Distributor and Coil.

- (1) Points will be checked and adjusted as necessary. Pitted or badly oxidized points will be replaced.
- (2) Condensers will be tested and replaced as necessary.
- (3) Vacuum spark control units will be operative.
- (4) High tension wires, distributor cap and rotor will not be cracked or leak high tension current.
- (5) Spark plugs will be cleaned and regapped or replaced as required. (If engine performance warrants plug removal).
- (6) Coil will produce adequate current for all operating conditions.
- (7) Ignition timing will be in accordance with manufacturer's recommendations relative to idle speed and blocking vacuum spark control unit.
- (8) Ignition switches may be replaced, when required, with commercial types, (key or push and pull or toggle switch).

e. Horn and Lights.

- (1) Horn will give an adequate signal to serve its intended purpose.

(2) Headlights, tail lights, park lights, and stop lights will be functional on all vehicles.

(3) Directional lights will be completely functional or completely removed.

(4) Blackout lights will be functional or removed, whichever is more economical. If B.O. lights are removed, disable but do not remove the lamp units in the service stop light.

(5) Blackout lights removed will have their respective leads folded back along the wiring harness and taped sufficiently to prevent short circuit.

(6) Cracked or broken light lens are not acceptable.

(7) Missing light switches may be replaced with commercial automotive type.

f. Instruments.

(1) All instruments will be functional.

(2) Instruments that do not zero when switch is off but indicate correctly when switch is on are acceptable.

(3) Instruments with faded dials and lens are acceptable so long as they are legible.

(4) Lights will be functional on vehicles using warning lights for generator and oil pressure.

g. Wiring.

(1) Splicing of wire is acceptable if joint is soldered and taped.

(2) Frayed areas of wires may be repaired by taping provided wire conductors have not been damaged beyond use.

(3) Taping of battery cables is acceptable provided terminal ends have not been damaged by acid action.

(4) Battery cable terminals are acceptable if - they are not damaged to the degree that their current carrying capacity is impaired. Terminals that will not tighten on a battery post may have their slots widened by hacksaw and reused.

(5) Wiring will be supported in clamps as necessary to prevent damage.

(6) Radio and slave receptacles on military vehicles will be removed and mounting holes patched.

h. Battery and Carrier.

(1) Items will be shipped with new dry charged batteries and sufficient sulphuric acid (Electrolite).

(2) Battery carrier or Box (Boxes) will be cleaned neutralized and painted. Carriers damaged by acid action are acceptable so long as they are still strong enough to serve their intended purpose.

6.6 Brake System.

a. Master Cylinder, Air Compressor and Air Governor.

(1) Evidence of sludge in master cylinder reservoir will be cause for overhaul.

(2) Leakage of fluid through push rod boot will be caused for overhaul.

(3) Master cylinders that leak down with pedal pressure applied will be overhauled even though they do not leak to the outside.

(4) Master cylinders that are clean internally and will function as intended are acceptable.

(5) Air Compressor and air governor will be made functional to insure good brakes.

b. Wheel Cylinders.

(1) Wheels cylinders will be inspected externally for evidence of leaking. If leaks are detected, the wheel will be removed and the cylinder repaired.

(2) Boots may be reused if they are in good condition after cleaning.

c. Brake Lining.

(1) If brakes are fully serviceable without metal grinding noise, brakes will be adjusted and accepted so long as brakes are completely serviceable without further repairs.

(2) Lining will not be contaminated with grease, oil, brake fluid or other foreign matter. Linings that have been contaminated will be replaced.

(3) Brake lining requiring replacement will be replaced in matched sets by axle.

(4) Brakes drums enlarged will have brake linings shimmed to compensate for metal removed when enlargement reaches 0.020" over standard size on light vehicles or 0.040" on heavy vehicles.

d. Brake Hose.

(1) Brake hose with minor weather checks are acceptable.

(2) Hose cracked to the degree that fabric is visible at the bends are not acceptable.

(3) Leaking hose are not acceptable.

e. Brake Tubes.

(1) Metal tubes will be supported in clips as necessary to prevent damage.

(2) Evidence of internal rust or flattened areas are not acceptable.

(3) Splicing of tubing is not acceptable.

f. Leaks.

- (1) Leakage of brake fluid is not acceptable.
- (2) Moisture inside wheel cylinder and master cylinder boots is acceptable. Fluid paths leading from these boots are not acceptable.

g. Air Brake System.

- (1) Air brakes will be completely operational in accordance with the applicable manual.
- (2) Warning device will be operational.

h. Emergency or parking brake to be operational.

6.7 Transmission.

a. Leakage.

- (1) Oil leakage from input shaft into clutch housing is not acceptable.
- (2) Oil seepage from gasket areas is acceptable if there is no evidence of an oil path leaving area.
- (3) Oil leakage from rear seal is acceptable if not in excess of 3 drops in a 5 minute period immediately after road or dynamometer test.
- (4) Oil leakage through front pump seal or converter "O" ring on automatic transmissions is not acceptable.
- (5) Oil seepage from pan gaskets or side cover gasket is acceptable on automatic transmission if a definite oil path has not formed.
- (6) Oil cobler lines and connections on automatic transmissions will be free of leaks and seeps.
- (7) Automatic transmissions that require an oil change will have the pan removed and cleaned.

b. Noise - Determine by operational test. If not fully serviceable, the following applies (1 thru 5).

(1) Normal gear hum audible when a planetary gear unit is in operation is acceptable.

(2) Grating or clicking noises indicating broken or rough teeth are not acceptable.

(3) Any metallic noise inside torque converter audible when transmission is in neutral is not acceptable.

(4) Any automatic transmission that does not hold wide open throttle stall RPM within manufacturer's specifications will be corrected. Do not stall test for more than 10 seconds at a time.

(5) Conventional transmissions with evidence of galled or broken bearings and gear teeth in any gear ratio are not acceptable.

c. Operation.

(1) Automatic transmission shift pattern will be in accordance with manufacturer's specifications.

(2) Conventional transmissions will shift and fully detent in each gear position. Evidence of gear jumping is not acceptable.

(3) Synchronizer drums will be functional.

6.8 Transfer.

a. Leakage.

(1) Oil seepage from gasket areas is acceptable if there is no evidence of an oil path leaving area.

(2) Leakage at seals is acceptable if not in excess of 3 drops in a 5 minute period immediately after road or dynamometer test.

b. Noise. Transfer will operate in all ranges with no indication of galled bearings or broken gear teeth.

c. Operation.

(1) Transfer will operate in all gear ranges with no indication of slipping out of gear.

(2) Synchronizer drums will be functional on transfers so equipped.

6.9 Propeller Shafts.

a. Alignment.

(1) Propeller shaft yokes will be assembled to propeller shaft with joint trunnions in the same plane with the shaft joint trunnions.

(2) Yoke ends of shafts will be assembled toward the source of power.

b. Bearings and Yoke.

(1) Joints with evidence of rust at bearing seals will be disassembled and repaired or replaced as required.

(2) Bearings to bores will be interference fits in yokes, shafts and companion flanges.

(3) Bearing snap rings will not be collapsed and will be fully seated in retaining grooves.

(4) Bearing-to-trunnion backlash is acceptable so long as shaft does not run noisy or evidence lack of lubricant.

(5) Yoke-to-stub shaft backlash is acceptable up to 25% of original spline width if shaft will run without vibration.

(6) Shafts that run noisy or vibrate will be corrected.

6.10 Front Axle and Suspension.

a. Alignment. Inspection and test for alignment.

(1) Caster, camber, and toe-in will be within manufacturer's specifications on light vehicles. On heavy vehicles greater tolerances are acceptable if vehicle operates safely.

(2) Bent steering arms are not acceptable.

(3) Dead front axles will show no evidence of twists or bends. Cold straightening is acceptable.

b. Tie Rods and Drag Links.

(1) Non-adjustable tie rod and drag link ends will not evidence excess slack. The degree of acceptable slack will depend on the type of vehicle and its intended purpose.

(2) Adjustable tie rod and drag link ends will be adjusted or replaced if they evidence excess slack.

(3) Gradual bends may be cold straightened. Parts sharply bent will be replaced.

c. King Pins and Ball Joints.

(1) King pins loose enough to let camber get out of tolerance on dead front axles will be replaced if road test indicates uncontrollable or dangerous condition.

(2) King pin looseness on coil suspension front ends is acceptable if camber can be adjusted to specifications.

(3) Before checking ball joints for wear, the joints must be lubricated with the correct lubricant. Cadillac, Lincoln, Mercury and Ford recommend special ball joint lubricant. All others recommend chassis grease.

(4) To check vehicles with coil springs resting on lower control arms and torsion bar suspended vehicles, jack vehicle clear of floor from a point as near the lower joint as possible.

(5) To check vehicles with coil springs resting on top of upper control arms, jack vehicles clear of floor from frame jack pads.

d. Springs.

(1) Leaf type springs will not have reversed arch (unless manufacturer's design) and tie bolts will be intact.

(2) Spring clips are acceptable so long as they will keep the spring leaves aligned within $\frac{1}{4}$ ".

(3) Broken or cracked leaves are not acceptable.

(4) Coil springs sagged to the degree that vehicle has negative camber will be corrected. Shims are acceptable for correcting sag.

e. Suspension Parts.

(1) Rubber bonded steel sleeve bushings on front suspension shafts and spring pivots and shackles are acceptable so long as the bond is not broken between rubber and sleeve.

(2) Shock absorber bushings are acceptable with weather checks and if at least 50% of original thickness.

(3) Rubber bushings in spring pivots and shackles are acceptable if not worn through to metal.

(4) Shock absorbers will be checked during road test, if non functional, repair or replace.

5.11 Rear Axle. Determine by road test. If good and serviceable, leave as is, otherwise the following applies:

a. Noise.

(1) Axles that operate smoothly with no more than minor hum are acceptable.

(2) A grating or grinding noise indicating scored or broken teeth or rough bearings is not acceptable.

b. Adjustment.

(1) Backlash in axle assembly is acceptable if there is no indication of end play in pinion or carrier assembly.

(2) Axle shaft spliness work not more than 25% of original spline width are acceptable.

c. Leaks.

(1) Leakage at pinion seal not in excess of 3 drops in a 5 minute period immediately after road or dynamometer test is acceptable.

(2) Seepage at carrier to housing gasket or inspection cover gasket is acceptable if an oil path has not formed.

(3) Leakage of gear oil through axle shaft seals is not acceptable.

(4) Leakage at any point when unit is cold is not acceptable.

6.12 Steering Gear.

a. Leaks.

(1) Leakage from steering gear is not acceptable.

(2) Seepage is acceptable if an oil path has not formed.

b. Adjustment.

(1) Steering gears with more than 1 inch of completely free travel will be adjusted. If adjustment of cross shaft will eliminate slack, worn shaft preload need not be adjusted.

(2) Steering gear slack will be measured with the steering wheel travel regardless of position of front wheels.

(3) Mounting bolts will be tight.

c. Operation.

(1) Indications of rough gear teeth, bearing, or races are not acceptable.

(2) Steering wheels more than 15 degrees off center when front wheels are straight ahead will have tie rods or drag link adjusted to bring steering wheel back to center.

d. Wheels.

(1) Damaged wheels and/or rims will be repaired or replaced.

(2) Minor bends at edge of rim are acceptable. Bends that expose $3/4$ " or more of head will be repaired.

(3) Lug bolt holes will not have damaged seats.

(4) Wheel size and design will be matched by vehicle.

6.15 Bumpers.

a. Bends.

(1) Bumpers will be straightened as near as practical to their original contour.

(2) Cracks and tears will be welded and ground down. Sanding marks are acceptable.

b. Alignment.

(1) Bumpers no more than 1 inch or lower on one end than the other are acceptable provided mounting brackets are not bent and they can not be corrected by normal adjustment. (Light vehicles only).

(2) Bent brackets that cause misalignment of bumper will be straightened. (Light vehicles only).

(3) On heavy vehicles greater bumper misalignment is acceptable as long as bumper provides protection intended.

6.16 Bull Dozers, Road Graders and Cranes.

1. Equipment having blades with a cutting edge which are worn to the edge of the blade, cutting edge will be reversed or replaced.

2. (a) Steel track, sprockets, idlers, rotors, rails or grousers, will be checked to the manufacturer's standards for wear. Items having 60% wear or over will be rebuilt or replaced to commercial standards.

(b) Worn grousers may be built up by welding of replacement bars to the existing stub.

3. Repair of cracked or broken rails may be welded in accordance with good shop procedures.

4. Track pins and bushings with over 60% wear will be repaired or replaced.

5. (a) The boom assembly shall not be bent or deformed to impair strength of efficiency.

(b) Boom extension mechanism shall operate properly without bindings.

(c) Pully sheaves, and hinge bushings shall not show evidence of excessive wear.

6. Levers, pedals, sprockets, drive chains, and control cables shall show no evidence of excessive wear, lost motion or rust; they will operate freely.

7. Drums and sheaves shall not be loose due to faulty bearings or bushings.

8. Brakes will be capable of holding a capacity load and bands will have at least $\frac{1}{2}$ thickness of the original lining.

9. Outrigger jacks shall be securely attached and operate freely.

10. Pillow blocks and bearings shall be secure and operate freely. Defective parts shall be replaced or repaired.

11. All safety equipment such as house lock, boom stops, etc., will be operational and serviceable.

12. (a) Hydraulic pumps, lift and tilt cylinders, pipes and hoses shall be operational and free from leakage.

b. Cylinders will operate smoothly and free from drag or bind.

13. Turn tables with excessive back lash shall be adjusted to a serviceable condition.

14. Dozers.

Master and Steering clutches will be operational, clutches requiring adjustment will be in accordance with applicable Technical Manual, Technical Order, or Manufacturer's specifications.

6.17 Miscellaneous.

a. OVM - On Vehicle Material.

(1) Only school buses are required to have a spare tire, tire jack and lug wrench. Other vehicles only as furnished at input or accompanying the vehicle when acquired by AID.

(2) Special purpose OVM will be authorized by the A.I.D. representative.

b. Power Take Offs and Torque Converters.

(1) Winches, power take offs and cables will be serviceable when primary purpose of item requires these components. Truck mounted unserviceable front winches will have these winches removed rather than rebuild or extensive repair.

c. Post Maintenance. - As directed by the ACO and/or A.I.D. representative.

See attached - Preparation for shipment requirements or short term care and preservation for storage.

d. Special Instructions.

(1) All US Government Military data plates will be removed. Manufacturer's plates will remain on the vehicle where affixed.

(2) A.I.D. data plate to be installed on the dash board or other suitable location - plate will be completely filled out. A.I.D. data plate No. 1 is for vehicles and equipment. A.I.D. data plate No. 2 is to be used on attachments for the end item. Data plate No. 3 is to be used on generators, welders and machine tools, etc.

(3) Only fuel tank trailers, P.O.L. trucks and fire fighting equipment are to be equipped with fire extinguishers unless specifically requested by A.I.D.

(4) Tool kits are not required for A.I.D. property.

(5) Parts and instruction manuals are required with all A.I.D. property which may require spare parts.

(6) Tires having twenty-five (25) percent tread or more remaining and sound casings are not to be replaced. Smooth tires may be recapped as required. Earth moving equipment should have matched tires on driving axles.

SECTION III

1. Test.

a. The equipment will be given an operational and visual inspection approximating actual operating conditions for a period of time sufficient to determine any malfunction.

2. Government Acceptance

a. The authorized Government Inspector will perform final inspection of all reconditioned equipment prior to acceptance.

b. Accepted or Serviceable Condition: That condition of an article in which all specifications for repair has been complied with to the satisfaction of the authorized Government Inspector. An article in accepted or operable condition is considered suitable for carrying out the purpose for which it was designed and procured.

SECTION IV

REPORTS

1. Contractor will prepare and submit a weekly Repair Status and Cost Report as of close of business, the last work day of each week. These reports will be furnished in at least 3 copies to the AID/EPRO who in turn will make the following distribution:

1 copy to AID/ Area Controller, Frankfurt, Germany

2 copies to AID/EPRO, Frankfurt, Germany

2. The receiving reports will originate at the Contract repair shop. These reports will be generated as A.I.D. property arrives at the Contractor plant. The following information is required on each receiving report full and complete nomenclature, that is, FSN, quantity, item, description, power (D.E.D., E.M.D. and/or G.E.D.) type, size, capacity, make, model, serial number, year mfg, acquisition cost each, electrical characteristics (generators, welders and machine tools) and/or any pertinent description where applicable and include all attachments. The receiving reports will show any visible in transit damage or shortages and will state the voucher number as listed on the incoming DD-1149, column 11a. An authorized AID representative will sign and state the receiving date on the receiving report. The original signed receiving report and one copy will be forwarded to AID/EPRO, Frankfurt. This report will be mailed within 5 working days after receipt of equipment at the contract shop.

3. AID will furnish Contractor with salvage disposal procedure.

SECTION V

PREPARATION FOR STORAGE - MECHANICAL EQUIPMENT

1. A.I.D. property will be safely stored in a manner as to afford minimum deterioration. All property will be preserved for shortterm storage.

(a) Cooling systems, radiators and blocks will be drained and tagged with a red tag.

(b) The property will be lubricated as per TO, LO and/or Mfg. recommendations with the exception noted in Section. II, Par 4.7.

(c) Engines are to be "fogged" thru the intake inlets with "casite" or equivalent type of additive to insure a preservative coating on all Valves and Cylinders.

(d) All internal openings to the engines, transmissions, gear boxes, tail pipes, and differentials will be masked or taped closed to prevent water or moisture from entering the internal section of the property.

(e) All gasoline tanks will be drained and the drain plugs reinstalled. Gas Caps will be taped or masked.

(f) Vehicles with air brakes will have the air tanks (reservoirs) drained.

(g) All doors and windows will be closed.

(h) Tires will be inflated to 25% above normal tire pressure.

(i) Canvas tops will be rolled and tops will be lashed down so as to prevent water from standing on bagged surfaces. (Jeeps)

(j) Windshield wipers, blades, and outside rear view mirrors will be removed, wrapped and secured in the property.

(k) Batteries will, where practical, be placed in battery boxes and secured. Cables will not be connected. Sufficient battery acid will accompany the dry charged battery. Where possible the acid will be securely banded to the vehicle.

(l) All machined polished surfaces will be coated with a waterproof preservative compound.

(m) Waterproof dated tags will be attached to each piece of equipment or vehicle. Tags will state date of preservation. Every ninety days an AID Inspector will examine equipment in storage and will determine and direct any additional in storage preservation required. All items will be examined for preservation at time of out-shipment.

(n) Clutches will be engaged and disengaged several times at the end of the 90 day storage period to insure that the clutches are free and serviceable.

2. In order to reduce shipping cube and to maintain identification, major accessories, attachments, booms, dozer blades, elevators, etc., will be removed from the respective end item upon completion of repairs and/or painting.

(a) The accessories, attachments, booms, dozer blades, elevators, etc. will be palletized, boxed, or banded in such a manner to be acceptable for commercial export packing.

(b) The accessories, attachments, booms, dozer blades, elevators, etc. will be identified with the parent end item in the following manner: The parent end item will be, item, box, crate, piece, or whichever is applicable, number one of (whatever number of pieces plus the end items, example piece: one of eight) the quantity of the total pieces required to make the parent end item complete when assembled. The following information will be stencilled on smooth 1/4 or 1/2 inch thick wood or plywood boards, which are to be strapped or wired to the item normally, one board will be affixed to one side of the item, the other on one end.)

(1) Piece No. of pieces (e. g. piece 3 of 8 pieces)

(2) FSN

(3) Item description (Name and Make)

(4) Quantity and unit

(5) Gross weight and cubic feet

(6) Serial No. and or for use with Serial No.

These boards may also be placed on both sides or both ends when not practical to be placed otherwise.

SECTION VI

RECEIPT AND STORAGE OF NON MECHANICAL ITEMS AND THOSE THAT DO NOT REQUIRE REPAIR.

1. AID property shipped to the contract shop not requiring repair will be received and stored in a manner that will afford minimum deterioration. Items requiring dry inside storage will be so stored.

2. Reasonable safety shall be provided for this property. Like items will be stored in one location as far as possible.
3. Applicable reports, as directed in Section IV above, will be submitted on these items.
4. Items will be identified and marked similar to markings required in Sec V, Par. 2(b), above.

SECTION VII

PREPARATION FOR SHIPMENT

1. Packing and Crating

(a) All packing and crating shall be in accordance with Standard Commercial Export Practice unless otherwise requested by A.I.D.

(b) All preparation, packing and crating for shipment shall be accomplished to prevent deterioration and damage to A.I.D. property while in transit shipment to the recipient U.S. A.I.D. Mission aboard.

2. Labels

All A.I.D. property will be clearly labeled and identified with handclasp emblems applied as labels or tags before shipment to any destination from the contractor's plant.

(a) The handclasp emblems will be furnished by A.I.D. The handclasp emblem is also known as "Mutual Security Label".

(b) Cranes, tractors, construction equipment, vehicles, and other large unpacked pieces of equipment shall be conspicuously labeled with the handclasp labels on two sides and one end. Labels will be affixed to correspond with the normal operation position of the vehicles and other property.

(c) Boxes and crates when shipped as individual units or consolidated into larger containers shall be labeled with the handclasp emblems on both sides and both ends. Labels shall be applied and entirely overcoated with label adhesive.

(d) Palletized items shall be individually labeled with the handclasp emblems as prescribed in paragraph (c) above.

3. Shipping instructions.

(a) Specific shipping instructions will be furnished by A.I.D. to the contractor prior to overseas shipment to any U.S. AID. Mission. That is, Ship to Instructions and Mark For instructions will be furnished by A.I.D.

(b) Ship To and Mark For, markings shall be applied to each shipment in accordance with standard commercial export practices.

4. Documentation with Shipment from Contractor's Plant.

(a) The required number of shipping documents will be specified in each shipping instruction.

(b) Waterproof envelopes will be used for shipping documents, packing list, etc.

(c) Other distribution of shipping documents will be furnished with the shipping instructions from A.I.D.

SECTION VII

5. Transportation. The Contractor shall transport from his facility to ports as instructed by the Agency for International Development mechanical and non-mechanical items.

APPENDIX "B"
DATE: 8 June 1964

AGENCY FOR INTERNATIONAL DEVELOPMENT
EXCESS PROPERTY OFFICE
C/O AMERICAN CONSULATE GENERAL
FRANKFURT, GERMANY

CONTRACT NR. CSD-720

PURCHASE REQUEST NR:

SUPPLY INFORMATION

TO ACCOMPLISH REPAIR OF AID EQUIPMENT
AND VEHICLES

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F. M. Benson AID 8 June '64
W. R. Crompton SGAT

File No: AID/GEN/
Prepared by: APRE/SGAT/JWW

This Appendix "B" supersedes Appendix "B" File Nr AID/GEN/64/1 dated
3 July 1963.

AID
APPENDIX "B"

SECTION I - GENERAL SUPPLY INFORMATION

1. AID Furnished Parts are:

a. Those parts and sub-assemblies that are available from AID stocks or those parts and sub-assemblies shipped to the contractor's facility for consumption in the rehabilitation program will be obtained in the following order of priority:

- (1) Government furnished property.
- (2) Purchase by the Contractor.
- (3) Manufacture by the Contractor.

2. Government furnished property (GFP) when authorized by the ACO is:

a. All items required to accomplish the work specified in the AID Appendix "A" except material indicated in para 2b below:

b. All parts and material furnished as Government Property (GFP) shall be procured in quantities as determined by the ACO.

3. Contractor furnished property (CFP) when authorized by the ACO.

a. The items required to accomplish the work specified in Appendix "A" that shall be furnished by the contractor are:

(1) All parts and material not available or furnished as GFP such as:

(a) Items that are coded "LP", "LP3", etc. (Local Purchase) in the "Issue and fund control" column of USAF and DOD stock lists.

(b) Items that are coded FM (Field Manufacture) or DM (Depot Manufacture) in the "Issue and Fund Control" column of USAF and DOD stock lists.

(c) Non-stock listed items.

(d) Items for which requisitions have been returned from supply source code (CP) not available in stock.

(e) Work stoppage items. Upon approval of the ACO for the purpose of preventing a work stoppage or slippage in contract schedule.

b. All contractor furnished property shall be procured in economical quantities not to exceed total contract requirements or quantity required to prevent work stoppage.

4. Contractors authorized level (Stock Control Level).

a. Stock control levels when authorized and approved by the ACO shall be established by the contractor based on the contractor peak production schedule. Stock control levels will be adjusted as consumption data is generated or when production schedule is revised.

b. Stock control levels are subject to quantitative reduction by the ACO.

c. Reorder points. Reorder points will be established by the contractor for requisitioning purpose to maintain stock control levels consistent with work completion schedule of last item on contract.

d. The contractor will assign personnel to establish and maintain an effective supply system to be approved by the ACO and property administrator.

e. The ACO may direct that a special inventory be taken if condition of items or property justifies a special inventory in his opinion.

5. Obtaining Government furnished property.

a. Government furnished property (GFP) will be requisitioned in accordance with paragraph 1, section II of this Appendix "B".

(1) The primary source of GFP is USAEUR on a fill or kill basis.

(2) The secondary source of GFP is DSA Single Manager or other Service Stock Fund (Ord, Eng, Sig, etc.) Depots in the ZI, unless otherwise directed by the ACO.

6. Input shipments of end items.

a. The ACO will monitor input shipments to the contractor.

SECTION II - REQUISITIONING PROCEDURES

1. Preparation and submission of requisitioning for GFP.

a. Requisitioning procedures for obtaining GFP from USAEUR will be in accordance with Part Four, Vol I, AFM 67-1 for overseas requisitioners, except for the following:

(1) Document Identifier: AOA, AOB or AOC Domestic Document Identifier will be used as applicable. See Attachment 2, Chapter 12, Part Four, Vol I, AFM 67-1.

(2) Routing Identifier: The following Routing Identifier will be used as applicable.

- (a) Cø4 - Ordnance Supply Control Agency
US Army
Maison Forte, Orleans, France
- (b) Cø2 - Engineer Supply Control Agency
US Army
Maison Forte, Orleans, France
- (c) Cø1 - Chemical Supply Control Agency
US Army
Poitiers, France
- (d) Cø6 - Signal Supply Control Agency
US Army
Poitiers, France
- (e) Cø7 - Transportation Supply Control Agency
US Army
Maison Forte, Orleans, France
- (f) Cø9 - Quartermaster Supply Center
US Army
Giessen, Germany

(3) Media and Status Codes: Use one of the following:

- (a) 3 - Status of requisitioner by other methods.
- (b) 2 - Status to requisitioner by transceiver.

(4) Signal Code: Code "J" will be used.

(5) Fund Code: Use Fund Code 09.

(6) Advice Code: Enter Advice Code "2J" to indicate that the requisition is to be processed on a fill or kill basis.

b. Requisitioning procedures for obtaining GFP from XI Depots will be in accordance with Part Four, Pol I, AFM 67-1, on a reimbursable basis.

(1) DSA and Air Force managed DSA items will be requisitioned on the DSA Signle Manager.

(2) Other service stock fund items will be requisitioned on the applicable Eng, Ord, or Sig depot.

2. Priority: The Contractor shall use Force/Activity designator V to establish priorities for items included in this supplement. Reference Chapter 2, Part Four, Vol I, AFM 67-1.

SECTION III - DISPOSAL OF EXCESS PROPERTY

1. All items of property which are not required during the performance of or at completion of contract will be processed in accordance with disposition instructions furnished by the ACO or his designated representative.

SECTION IV - PRESERVATION, PACKAGING, PACKING, AND MARKING

1. General

a. Preservation, packaging, packing and marking of end items, and parts and materials shall be in accordance with instructions furnished by AID in Section VII Appendix "A".

SECTION V - SPECIAL INSTRUCTIONS

1. Reports

The contractor shall prepare reports reflecting parts supply status as required by ACO.

Revision Nr. 1
19 October 1964 to
APPENDIX "B"
Dated 8 June 1964

AGENCY FOR INTERNATIONAL DEVELOPMENT
EXCESS PROPERTY OFFICE
c/o AMERICAN CONSULATE GENERAL
FRANKFURT, GERMANY

CONTRACT NR CSD-720

SUPPLY INFORMATION

TO ACCOMPLISH REPAIR OF AID EQUIPMENT
AND VEHICLES

-CONTENTS-

SECTION

I GENERAL SUPPLY INFORMATION

PAGE

I

1

2

FILE NO: AID/GEN/

APPENDIX "B"

SECTION I - GENERAL SUPPLY INFORMATION

Delete Section I, page 1, paragraph 1.a in its entirety.
Substitute in lieu thereof the following:

1. AID Furnished Parts are:

a. Those parts and sub-assemblies that are available from AID stocks or those parts and sub-assemblies shipped to the contractor's facility for consumption in the rehabilitation program.

Add paragraph 7 to Section I, page 2.

7. The following listing shall establish the order of priority for obtaining parts in support of this contract:

- (1) Government Furnished Property.
- (2) Purchase by the contractor.
- (3) Manufacture by the contractor.

Revision Nr. 1 to
Appendix "B"/19 October 1964

Contract No. CSD-720

AMENDMENT NO. 1

TO

CONTRACT

BETWEEN

THE UNITED STATES OF AMERICA

AND

J AND M ADRIAENSSENS N.V.

This Amendment No. 1 to Contract No. CSD-720 between the UNITED STATES OF AMERICA and J & M ADRIAENSSENS N.V. is made and entered into effective the 27 day of April 1965, by and between the Government of the UNITED STATES OF AMERICA, represented by the Contracting Officer executing this Amendment and J & M ADRIAENSSENS N.V., a corporation incorporated in the Kingdom of Belgium with its offices located at 59 Polostraat, Hoboken, Belgium.

Witnesseth:

Whereas, Contract No. CSD-720 was executed between the United States of America and Contractor on November 3, 1964, effective November 16, 1964;

Whereas, the United States of America acting through the Agency for International Development (hereinafter called A.I.D.) and the Contractor have mutually determined that this contract should be amended as provided in this amendment; and

Whereas, this negotiated contract is authorized by and executed pursuant to the statutory authority found in Section 608 and 635 of the Foreign Assistance Act of 1961, as amended, (PL 87-195, 75 Stat 424);

Now, Therefore, the parties mutually agree as follows:

1. Sheet No. 1a (the cover sheet of subject contract) is amended as follows:

a. The item " \$ 200,000." appearing therein is changed to " \$ 500,000.".

b. The item " \$ 1,500,000.00 " in the last sentence on said Sheet No. 1a is changed to " \$ 5,000,000.".

2. Part I of the Schedule is amended by adding thereto a new item as follows:

" Item 11. Miscellaneous Services and Expenses

"1. Contractor shall furnish and shall be liable for initial payment for the miscellaneous costs of services incident to the operation of the office of A.I.D.'s Representative at all of Contractor's plants.

"2. Contractor will be reimbursed on a direct cost reimbursable basis for such actual miscellaneous out of pocket expenses referred to in Item 11.1 above not otherwise provided for nor prohibited elsewhere, by the Contractor in performing work under this contract. Such costs or expenses shall include communication expenses such as the costs of telephone and telegraph, postage, cables, incurred by the Contractor in providing such services incident to the operation of the office of A.I.D.'s Representative at all of Contractor's plants; provided however, that reimbursement for such actual expenses for services under this provision of this Item 11 shall be subject to and made in accordance with the then current Barter Agreement (Part III) between the parties."

3. a. Part II-A of the Schedule is amended as follows:

In Item 5a is changed to " the Contractor agrees to provide 33000 square feet of enclosed outside storage. This 33000 square feet is included within the total requirement of 100,000 square feet."

(7) In Item 6, " \$ 0.035 " is changed to " \$ 0.03 ".

(8) A new item is added to Part II-A of the Schedule as follows:

" Item 11. Payment on reimbursement for Item 11 shall be in accordance with Item 11.2 of Part I of the Schedule, as amended."

b. Part II-E.2 (on page 6) of the Schedule is amended by changing " 12% " therein to " 11% "

4. Part III-b of the Schedule is amended by changing "\$ 150,000.00" therein to "\$ 500,000."

5. Part IV-(c) of the Schedule is amended by changing "\$ 200,000.00 " therein to " \$ 500,000."

6. Part IV-(d) of the Schedule is amended by changing " \$ 1,500,000.00 " to " \$ 5,000,000. "

7. Part IX of the Schedule is amended by changing the same in its entirety to read as follows:

" Part IX, Price Change:

" The Contractor represents that the prices set forth in this contract are based in part upon current wage rates established by the Government of Belgium. In consideration of the increased volume of supplies and services to be ordered by the United States Government under the increased minimum specified

and agreed to under Part IV, paragraph C, as amended; the Contractor agrees to bear, without increase in the prices set forth herein, any additional cost of performing this contract resulting from any increase in such wage rates, for the period from November 16, 1964 thru November 16, 1965.

" In the event that such wage rates are reduced by the Government of Belgium the prices herein may be revised to the extent that the Contractor's actual costs of performing this contract are, as a result of the change, actually reduced. Notice of any reduction in such wage rates shall be given by the Contractor to the Contracting Officer within 30 days after the effective date of such reduction, and the parties shall then promptly negotiate to establish the amount, if any, by which contract prices shall be revised. The Contractor shall make available to the Contracting Officer at all reasonable times its books and records pertaining to the original prices and performance of the contract. If the parties are unable to agree upon the price revision, the Contracting Officer shall make and transmit to the Contractor, a written determination of the revision, if any, which is to be made. Any price revision negotiated by the parties, or determined by the Contracting Officer, pursuant to this clause shall be set forth in an amendment to this contract. Nothing in this clause shall excuse the Contractor from proceeding with the contract in accordance with its terms. "This portion of Amendment Number 1, titled " Part IX, Price Change " will remain in effect until November 16, 1965.

8. Part XIII of the Schedule is amended by inserting after the words "contract and" in line 3 thereof the following:
" (unless sooner terminated as provided in Clause 24 of the General Provisions attached hereto and made a part hereof)

9. Part XIV-B of the Schedule is amended by deleting the word "Exercise" in line 1 thereof and substituting in lieu thereof:

XERO
COPY

XERO
COPY

" Notwithstanding Clause 39 of the General Provisions, exercise ".

Except as hereby expressly amended, said contract is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 effective on the date and year first above written.

J & M ADRIAENSSENS N.V.

BY *Adriaenssens*

TITLE *Administrative*

UNITED STATES OF AMERICA

BY *Jack K. Woll*

Jack K. Woll

Contracting Officer

ATTESTED: *Robert S. Brown*
Assistant Administrator
for Internal Operations

CERTIFIED A TRUE COPY THIS
16th DAY OF MAY 1965
BY K. B. Smith

Contract No. CSD-720

AMENDMENT NO. 2

TO

CONTRACT

BETWEEN

THE UNITED STATES OF AMERICA

AND

J AND M ADRIAENSSENS N. V.

This Amendment No. 2 to Contract No. CSD-720 between the UNITED STATES OF AMERICA and J & M ADRIAENSSENS N.V. is made and entered into effective the 28TH day of SEPTEMBER 1965, by and between the Government of the UNITED STATES OF AMERICA, represented by the Contracting Officer executing this Amendment and J & M ADRIAENSSENS N.V., a corporation incorporated in the Kingdom of Belgium with its offices located at 59 Polostraat, Hoboken, Belgium.

WITNESSETH:

Whereas, Contract No. CSD-720 was executed between the United States of America and Contractor on November 3, 1964, effective November 16, 1964, and was amended on April 27, 1965;

Whereas, the United States of America acting through the Agency for International Development (hereinafter called A.I.D.) and the Contractor have mutually determined that this contract should be further amended as provided in this amendment; and

Whereas, this negotiated contract is authorized by and executed pursuant to the statutory authority found in Section 608 and 635 of the Foreign Assistance Act of 1961, as amended, (PL 87-195, 75 Stat 424);

Now, Therefore, the parties mutually agree as follows:

1. Sheet No. 1a (the cover sheet of subject contract) as amended is further amended as follows:

a. The item "\$500,000" appearing therein is changed to "\$700,000".

2. Part IV-(c) of the Schedule as amended is further amended by changing "\$500,000" therein to "\$700,000".

Except as hereby expressly amended, said contract as heretofore amended is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 effective on the date and year first above written.

J & M ADRIAENSSENS N.V.

BY [Signature]

TITLE DIRECTOR

UNITED STATES OF AMERICA

BY [Signature]

Jack K. Woll

Contracting Officer

[Signature]

Herbert J. Waters
Assistant Administrator
for Material Resources

Contract No. AID/cas-720

12 November 1965

AMENDMENT NO. 3

to

CONTRACT

between

THE UNITED STATES OF AMERICA

and

J AND M ADRIANSSON S.V.

This Amendment No. 3 to Contract No. AID/cas-720 between the United States of America and J & M Adriansson S.V. is made and entered into effective the 16 November 1965, by and between the Government of the UNITED STATES OF AMERICA, represented by the Contracting Officer executing this Amendment and J & M Adriansson S.V., a corporation incorporated in the Kingdom of Belgium with its offices located at 39 Paleestraat, Rubens, Belgium.

WHEREAS:

Contract No. AID/cas-720 was executed between the United States of America and Contractor on November 3, 1964, effective November 15, 1964, and was amended April 27, 1965 and September 15, 1965;

WHEREAS, the United States of America acting through the Agency for International Development (hereinafter called "A.I.D.") and the Contractor have mutually determined that this contract should be amended as provided in this amendment; and

WHEREAS, this negotiated contract is authorized by and executed pursuant to the statutory authority found in Sections 605 and 625 of the Foreign Assistance Act of 1961, as amended, (PL 87-185, 75 Stat 484);

NOW, THEREFORE, the parties mutually agree as follows:

1. Sheet No. 1 a (the cover sheet of subject contract), as amended, is further amended as follows:

a. The item "\$700,000" appearing therein is changed to 1,700,000.00.

b. The item "\$5,000,000" in the last sentence on said Sheet No. 1 a is changed to 15,000,000.

2. Effective beginning on November 14, 1965, Part II-A of the Schedule, as amended, is further amended as follows:

a. Item 1 thereof (on page 3) is changed to the following:
 "Item 1. 3.10 per direct labor hour."

b. Item 2 thereof (on page 3) is changed to the following:
 "Item 2. 2.63 per direct labor hour."

c. Item 3.a thereof (on page 3) is changed to the following:
 "Item 3.a. 3.10 per direct labor hour performed in plant to support on-site maintenance."

d. Item 4 thereof (on page 3) is changed to the following:
 "Item 4. 2.63 per direct labor hour."

e. Item 5 thereof (on page 4) is changed to the following:
 "Item 5. 3.10 per direct labor hour."

f. Item 9 thereof (on page 6) is changed to the following:

"Item 9. 3.10 per direct labor hour."

3. Effective beginning on November 16, 1955, Part II is amended by adding thereto a new provision "b" (Part II-b) on page 6 thereof as follows:

"b. In consideration of changes made (by Amendment No. 3) in Part II-A of the Schedule, Contractor agrees to maintain and stockpile an inventory of tools, jigs, fixtures, dies and metals (bar stock, sheet, plate, etc.) of a minimum value of \$25,000 and Contractor agrees to provide diverse dies, jigs, fixtures and tools for the production of parts.

4. Part III of the Schedule, as amended, is further amended as follows:

a. Effective November 16, 1955, the first line of Part III and Part III-a of the Schedule are changed to the following:

"Part III - Conversion to Export"

"a. Subject to the provisions of this Section, the parties hereto agree to a conversion of the amount of this amendment to the contract to a barter transaction. Promptly after signing of Amendment No. 3 to the contract by the supplier, A.I.B. will inform the Commodity Credit Corporation (CCC) of the name of the Contractor, minimum and maximum dollar value, effective and final dates for performance, and a brief description of the services to be performed. CCC will promptly solicit and obtain offers from U.S. firms and obtain a U.S. Firm to act as barter Contractor to export agricultural commodities in accordance with barter program rules having an equivalent exchange value. CCC, through A.I.B., will advise the supplier of the name of the U.S. Firm to which such barter contract will be awarded.

The supplier agrees that he will promptly assign all monies due or to become due for performance in consideration of accepting payments(s) from the latter Contractor out of the proceeds of export sales of agricultural commodities."

b. Part III-b of the Schedule, as amended, is further amended by changing "\$600,000" therein to "\$1,700,000.00".

c. Part IV-(c) of the Schedule, as amended, is further amended by changing "\$600,000" therein to "\$1,700,000.00".

d. Part IV-(d) of the Schedule, as amended, is further amended by changing "\$8,000,000" to "\$15,000,000".

7. Part IX of the Schedule, as amended, is further amended by adding at the end thereof the following:

"On November 16, 1955, Part IX of the Schedule shall, pursuant to paragraph 7 of Amendment No. 1, revert to the language of the original contract. No upward price change is allowable for any work performed between November 16, 1954 and November 16, 1955. The price changes set forth in this Amendment are reflective of (1) the application of the price change clause in the original contract and (2) the furnishing by the Contractor of the additional services required by this amendment. Payment for services under this contract shall be in accordance with the price schedule in force at the time the work is actually performed, provided that, for all work performed after the expiration or termination of this contract, pursuant to Delivery Orders issued prior to said expiration or termination, the prices in force at the time of said expiration or termination shall apply."

8. Part XIII of the Schedule, as amended, is further amended by (a) changing "twelve (12) months" therein to "twenty-four (24) months", and (b) Adding at the end thereof the following:

"Contractor agrees that in the event of expiration or termination of this contract all work required pursuant to Delivery Orders issued prior to said expiration or termination will be completed within twelve (12) months after said expiration or termination."

9. Clause 30 of the General Provisions of the contract is amended by changing "two (2) years" therein to "three (3) years".

Except as hereby expressly amended, said contract, as heretofore amended, is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 effective on the date and year first above written.

JAN ABRAHAMSON N.Y.

BY

Jan Abrahamson
TITLE PRESIDENT

UNITED STATES OF AMERICA

BY

Jack E. Hall
Jack E. Hall
Contracting Officer

Approved

Herbert J. Waters

Herbert J. WATERS
Assistant Administrator
Office of Material Resources

18 April 1966.

Contract No. CSD-720

AMENDMENT NO. 4

TO

CONTRACT

BETWEEN

THE UNITED STATES OF AMERICA

AND

J & M ADRIAENSSENS N. V.

This Amendment No. 4 to Contract No. CSD-720 between the UNITED STATES OF AMERICA and J & M ADRIAENSSENS N. V. is made and entered into effective the 18 th. day of April 1966, by and between the Government of the UNITED STATES OF AMERICA, represented by the Contracting Officer executing this Amendment and J & M ADRIAENSSENS N. V., a corporation incorporated in the Kingdom of Belgium with its offices located at 59 Polostraat, Hoboken, Belgium.

WITNESSETH:

Whereas, Contract No. CSD-720 was executed between the UNITED STATES OF AMERICA and Contractor on November 3, 1964, effective November 16, 1964; and

Whereas, the UNITED STATES OF AMERICA acting through the Agency for International Development (hereinafter called A.I.D.) and the Contractor have mutually determined that this contract should be amended as provided in this amendment; and

Whereas, this negotiated contract is authorized by and executed pursuant to the Statutory Authority found in Sections 608 and 635 of the Foreign Assistance

USE OF EXCESS MILITARY PROPERTY IN FRANCE

Act of 1961, as amended, (PL 87-195, 75 Stat 424);

Now, Therefore, the parties mutually agree as follows:

1. Part II-A of the Schedule, as amended, is further amended as follows:

a. Item 1. therein (on page 3) is changed to the following:

"Item 1. \$ 3.32 per direct labor hour".

b. Item 2. therein (on page 3) is changed to the following:

"Item 2. \$ 2.82 per direct labor hour".

c. Item 3.a. therein (on page 3) is changed to the following:

"Item 3.a. \$ 3.32 per direct labor hour performed in plant to support on-site maintenance".

d. Item 4. therein (on page 3) is changed to the following:

"Item 4. \$ 2.82 per direct labor hour".

e. Item 8. therein (on page 4) is changed to the following:

"Item 8. \$ 3.32 per direct labor hour".

f. Item 9. therein (on page 4) is changed to the following:

"Item 9. \$ 3.32 per direct labor hour".

Except as hereby expressly amended, said contract is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 effective on the date and year first above written.

J & M ADRIAENSSENS N.V.

BY [Signature]

TITLE DIRECTOR

APPROVED [Signature]
Herbert J. Waters, AA/MR

UNITED STATES OF AMERICA
BY [Signature]

Jack K. Woll

Contracting Officer

102

Contract No. CSD-720

AMENDMENT NO. 5

TO

CONTRACT

BETWEEN

THE UNITED STATES OF AMERICA

AND

J AND M ADRIAENSSENS N.V.

This Amendment No. 5 to Contract No. CSD-720 between the UNITED STATES OF AMERICA and J & M ADRIAENSSENS N.V. is made and entered into effective the 15th day of November 1966, by and between the Government of the UNITED STATES OF AMERICA, represented by the Contracting Officer executing this Amendment and J & M ADRIAENSSENS N.V., a corporation incorporated in the Kingdom of Belgium with its offices located at 59 Polostraat, Hoboken, Belgium.

WITNESSETH:

Whereas, Contract No. CSD-720 was executed between the United States of America and Contractor on November 3, 1964, effective November 16, 1964;

Whereas, the United States of America acting through the Agency for International Development (hereinafter called A.I.D.) and the Contractor have mutually determined that this Contract should be amended as provided in this amendment, and

Whereas, this negotiated Contract is authorized by and executed pursuant to the statutory authority found in Section 608 and 635 of the Foreign Assistance Act of 1961, as amended, (PL 87-195, 75 Stat 424);

Now, Therefore, the parties mutually agree as follows:

1. Sheet No.1a (the cover sheet of subject Contract) is amended as follows:

a. The item "\$1,700,000" appearing therein is changed to "\$ 2,950,000".

b. The item "\$15,000,000" appearing therein is changed to "\$ 25,000,000".

2. Part II, Item 5b is hereby amended to read as follows: "The Contractor shall make (2) two complete measurements per month of enclosed outside storage space in use".

3. Part II, Item 6a is hereby amended to read as follows: "The Contractor shall make (2) two complete measurements per month of the secured warehouse storage space in use."

4. Part III of the Schedule, as amended, is further amended as follows:

a. The item "3" appearing in the third line is changed to "5".

5. Part XIII of the Schedule, as amended, is further amended as follows:

a. The item "twenty-four (24) months" appearing therein is changed to "thirty-six (36) months".

6. Clause 39 of the General Provision of the Contract is amended by changing three (3) years in Amendment No.3, dated 12 November 1965 therein to "four (4) years".

7. Appendix A, Section IV, paragraph 1 is amended to read as follows: "The Contractor will prepare and submit a monthly Repair Status and Cost Report as if close of business, the twentieth (20th) workday of each month.

Except as hereby expressly amended, said contract is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this
Amendment No. 5 effective on the date and year first
above written.

J & M ADRIAENSSENS N.V.

BY *Herbert J. Waters*

TITLE *PRESIDENT*

UNITED STATES OF AMERICA

BY *Jack K. Woll*

Jack K. Woll

Contracting Officer

Herbert J. Waters

AMENDMENT NO. 6
TO
CONTRACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
J & M ADRIAENSSENS N.V.

This Amendment is made and entered into the 14th of January, 1967 between the Government of the United States of America acting through the Agency for International Development and J & M ADRIAENSSENS N.V. a corporation incorporated in the Kingdom of Belgium with its offices located at 50 Polostraat, Hoboken, Belgium.

WITNESSETH:

WHEREAS, Contract No. CSD-720 was executed between the United States of America and Contractor on November 3, 1964, effective November 16, 1964; and

WHEREAS, the United States of America acting through the Agency for International Development have mutually determined that this contract should be amended as provided in this amendment; and

WHEREAS, this negotiated contract is authorized by and executed pursuant to the statutory authority found in sections 603 and 633 of the Foreign Assistance Act of 1961, as amended;

1. Part I, item 5 of the Schedule is hereby amended to read as follows:

- Provide a minimum of secured outside storage area of 100,000 square feet. This area must

2. Part I, item 6 of the Schedule is hereby amended to read as follows:

- Provide a minimum of secured warehouse storage area of 20,000 square feet. This warehouse space

3. Part II, item 5 of the Schedule is hereby amended to read as follows:

-This 33,000 square feet is included within the total minimum requirement of 100,000 square feet."

4. • The above changes 2, 3 and 4 are retroactive to July 1, 1963 since additional space was utilized to store Government owned items and equipment. Such additional utilization was to the best interest of the U.S. Government.

5. Amendment No. 5 is further amended by changing Part IV c of the Schedule from " 1,700,000 " to read "\$2,950,000." and Part IV d of the Schedule from "\$15,000,000" to read "25,000,000."

In addition, the parties hereto mutually agree as follows:

1. Part XIX of the Schedule of the original contract shall become Part XX.

2. A new part XIX shall be added and will be worded as follows:

" PART XIX. Effective January 14, 1967, the contractor, in addition to the areas leased in the Schedule, part I, 5 and 6 and part II, 3, agrees to make available, the following premises which have been made available to the contractor by the City of Antwerp, Belgium, on the basis of a verbal understanding reached between the contractor and the City of Antwerp, Belgium, as represented by the contractor.

The above premises comprise 500,000 sq.ft. of outside storage space located between Oosterweel and Wipbrug at the port of Antwerp, Belgium and include all rights and privileges granted to the contractor by the City of Antwerp with respect to this storage space for an indefinite period of time commencing on the date of the signature of this amendment.

The United States Government hereby agrees to reimburse the contractor for the use of the above premises in accordance with the following scale of payments:

- a. 1 to 100,000 square feet at US\$.02 per square foot per month;
- b. 100,001 square feet and over at US\$.008 per square foot per month plus a flat overall charge of US\$.1,200.

This open storage area will be partially guarded and patrolled.

Billings by the contractor and reimbursements by the United States Government pertaining to the above space will be in accordance with the valid provisions of this contract.

In the event of termination of this lease agreement not caused by the United States Government, the contractor guarantees that the United States Government will be given a minimum period of six months in which to vacate the above described premises commencing with the date of receipt of the written notification to vacate, by the United States Government.

The contractor guarantees furthermore that in the event of termination of this lease agreement under the conditions described in the preceeding paragraph, the contractor will provide the United States Government with an alternative storage area in a reasonably convenient location which will be adequate for the purposes of vacating of the above premises referred to in the preceeding paragraph and which will comprise a maximum of 500,000 sq. ft. of outside storage space made available by the contractor at the same or at a lower price than specified in this amendment.

In the event that the City of Antwerp should claim after the expiration of this lease agreement or in conjunction with its termination for any reason whatsoever that the premises described above be restored to their original condition existing prior to the signature of this amendment or that they be improved or otherwise altered, the contractor will accept the liability for the handling and or satisfaction of such a possible claim and conversely absolves the United States Government from any such possible liability."

Except as hereby expressly amended, said contract is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 effective on the date and year first above written.

J & M. ADRIAENSSENS N.V.
BY *[Signature]*
TITLE *President*
APPROVED _____

Norbert J. Waters, AA/ME

UNITED STATES OF AMERICA
BY *[Signature]*
Contracting Officer

APPENDIX 4

Shipping Info

L. 230"
W. 136"
H. 112"

AID RECEIVING REPORT

REPORT No. A-3456-D
DATE 6/5/1966

1. A.I.D. Voucher No. (1149) : 66-4-239/16
2. A.I.D. Item No. (1149) : 16
3. FSN 2410-233-5730 Acq. Cost (Per 1149) : \$ 25,136.00
4. Complete Nomenclature : Tractor, Full tracked, low speed, DED, with cable operated bulldozer blade, and front and rear PCUs, Mfg. Caterpillar, Model D8
5. Attachments (Complete Nomenclature) :
6. End Item Data : Caterpillar, Mod. D8
- (a) Make, Model and Year :
- (b) Size or Capacity :
- (c) Electrical Data :
- (d) Item Serial No. : 2U 17350 U.S. Reg. No.
- (e) Engine(s) Make & Model :
- (f) Engine(s) Ser. No. : 42.200 lbs Cube 1,720 cu.ft.
7. Weight (with attach.) :

BASED ON VISUAL INSPECTION	
MISSING PARTS	DAMAGED ITEMS
1. Pipe line fuel tank to starting engine	1. Blade with side arms disassembled
2. Oil sump bowl + ball fuel filter	2. Starting engine
3. Raincap exhaust starting engine	3. One control lever rear winch rusted.
4. Handgrip starting crank assy.	4. Crankcase
5. Control lever rear winch (one)	5. Gastransmission clutch
6. Clutch (Lmk)	6. Bendix starting engine
7. Floor plate	7. Gastransmission
8. Two pins drawing hook	8. Cover plates brake regulation
9. Two pinions side arms blade	9. Covering steering clutch
10. Safety front winch	10. Steering clutch
	11. Rear P.C.U. winch
	12. Tracks

Contractor Rep : *Valencia*

AID Rep : *[Signature]*

GENERAL CONDITIONS :

Note : Bulldozer blade received dismantled from unit.

ADRIAENSSENS N.V. - A.I.D.

DESCRIPTION: Tractor, full tracked, low speed		DIVISION: FAA HANSA	No CARD
F.S.N. No: 2410-233-5750	DATE RECEIVED: 6/5/1966		
SERIAL No: 2 U 17350	DATE ORDER: NO-17		
Mfg: Caterpillar, Mod. D-8	DATE STARTED:		
	DATE COMPLETED:		

WORK ORDERED

	ALLOWED HOURS	WORKED HOURS
1. Repair; and fit - up watertubes and connections	2	
2. Check and repair starting engine	8	
3. Disassemble, repair, adjust and reassemble clutch starting engine	7	
4. Disassemble floor plates, disassemble clutch, check out bearings; polish pressure plates or renew reassemble clutch and fit - up. Connect command transmission. Adjust.	36	
5. Check out and adjust steering controls and brake liners	32	
6. Disassemble, polish and reassemble seized controls	12	
7. Free off adjust front - and rear winch	24	
8. Tighten tracks, check and repair play on roller assemblies. Repair track group and renew damaged track shoe bolts.	10	
9. Disassemble magnet, check polish and adjust contacts	9	
10. Clean and adjust carburettor. Repair command	8	
11. Check, repair and adjust injection pump and injectors	8	
12. Gas transmission, steering levers and pedals, free off and adjust	12	
13. Disassemble clean, reassemble oil - air - and petrol filters. Fill or renew motor oil and compound. Grease item.	1	
14. Fit - up new cable on front winch. repair and fit - up bulldozer blade	36	
15. Fit - up and connect exhaust		
16. Clean, steam paint unit.		
Extra time item 2. removing start motor from block, removing flywheel housing and clutch	205	
Relining of clutch disc, cleaning up of all parts, assembling of clutch and housing. Reassembling of starting engine on diesel.	7	
Remove rear winch, fuel tank and seat assembly, floor plates and inspection coverstop and rear.	14	
Clean up fitting edges and lower differential housing making of gaskets	18	
Check out gearbox and reassemble cover plates.	7	
Strip down and check steering clutches, reassemble, reshim pinion to crown wheel, reassemble inspection covers.	5	
Adjust steering brakes and clutches.	18	
FINAL INSPECTION APPROVED	4	
Reassemble floor plates, fuel tank and seat assy. Rear winch.	9	
SIGNED		
See Page 2.		
TOTAL		

B.F.		PARTS		NAME	
ADRIAENSSENS N.V. - A.I.D.				E.F.A.	HANSA A.-3456. D.7
DESCRIPTION: <i>Tractor full loaded for speed</i>				DATE RECEIVED: 6/5/1966	N ^o - 17
F.S.N. No: 2410-333-5750				DATE ORDER:	
SERIAL No: 2 U 17159.				DATE STARTED:	
Mfg: <i>Caterpillar, mod. D.6</i>				DATE COMPLETED:	
WORK ORDERED				ALLOWED HOURS	WORKED HOURS
Page 2:					
Diesel engine seized.					
Remove plate work, silencer, air filter, exhaust and inlet manifold,				12.	
water collector, valve covers, rocker arms, fuel lines and fuel tank				18.	
for starting engine					
Remove cylinder heads. Clean up rusted sleeves				27.	
Clean up cylinder heads and block, reassemble heads, intake, exhaust and				2.	
water manifolds, injection lines, air filter, silencer and hood.				123.	
Adjust valves and decompressors.				203.	
Item received with fuel divider				328.	
disassembled.					
Time over run estimation probably on final				79	
drive work				347	
Request extra time					
FINAL INSPECTION APPROVED				SIGNED	
TOTAL					

Handwritten notes:
 7/14/66
 7/5/66

ADRIAENSSENS N.V.

Maatschappelijke zetel: Delfa Faillalaan 56 - Antwerpen

BURELEN: POLOSTRAAT 59, HOBOKEN
TEL. 37.48.78 - 37.48.17
WERKHUIZEN: POLOSTRAAT 35, HOBOKEN
NOORDERLAAN 95 ANTWERPEN

A.I.D.

Bank van Antwerpen No 3983
Handelareg. Antwerpen 185213
IN- & UITVOER

AANKOOPORDER N° L/

(te vermelden op faktuur en verzendingsformulier)

ANTWERPEN, 24 JUNI 1966**Firma D'HONDT****GENT**

Gelieve ons de hierna vermelde goederen te leveren.
Leveringstermijn:

aan ons adres: POLOSTRAAT, 59 HOBOKEN.
Voorwaarden:

NUMMER	HOEVEELHEID	SPECIFICATIE DER GOEDEREN	EENHEIDS- PRIJS	TOTAAL
1	1	UNION 8B5966		
1	1	Roller 8B5965	237.-	BF
1	1	Sleeve	492.-	BF
2	2	Bearing 1B4120	350.-	BF
1	1	Oil retainer rings	855.-	BF
2	2	"- " 6F314	22.-	BF
2	2	Bronze facings 7F3602	32.-	BF
1	1	Metal facings 7F2952	2620.-	BF
1	1	Roller bearing 9121KDD2	2153.-	BF
56	56	Drive shaft front winch		
56	56	Rivetten 6B4343	1,50	BF
56	56	Rivetten 6B1369	1,50	BF
6	6	Rivetten 8F8414	2,40	BF
		Rubber links 9F3358	300.-	BF
		A-3456-D		
		Tractor D8		

OK
D'Hondt
6/11/66

AANDACHT: Alle fakturen in dubbel exemplaar moeten vergezeld zijn van het duplicata van deze bestelbon.

vr: ADRIAENSSENS N.V.
Afd. A.I.D.

ADRIAENSSENS N.V.

Maatschappelijke zetel: Della Fallolaan 56 - Antwerpen

A.I.D.

BURELEN: POLOSTRAAT 59, HOBOKEN
TEL. 37.48.78 - 37.48.17
WERKHUIZEN: POLOSTRAAT 36, HOBOKEN
NOORDERLAAN 95 ANTWERPEN

Bank van Antwerpen No 3983
Handelareg. Antwerpen 165213
I.N. & UITVOER

AANKOOPORDER N° L/
(te vermelden op faktuur en verzendingsformulier)

ANTWERPEN, 14 juni 1966

Firma D'HONDT
GENT

Gelieve ons de hierna vermelde goederen te leveren.
Leveringstermijn:
aan ons adres: POLOSTRAAT, 59 HOBOKEN.
Voorwaarden:

NUMMER	HOEEVEELHEID	SPECIFICATIE DER GOEDEREN	EENHEIDSPRIJS	TOTAAL
		Operating levers complete for hyster winch A-3156-D Tractor D7		

AANDACHT: Alle fakturen in dubbel exemplaar moeten vergezeld zijn van het duplicata van deze bestelbon.

vr: ADRIAENSSENS N.V.
Afd. A.I.D.

OFFICE MEMORANDUM

TO : MR. ORVEL, L. LANDIS
FROM : EC/LL

Antwerp, 8 June 1966.

SUBJECT : SPARE PARTS A-1194, A-1642-D

ITEMS A-882-D, A-1456-D, A-3165-D, A-1783-D.

- On oxygens Plant A-882-D : 1 Gasket P3N 3655-334-9391 (A-1642-D)
- On Tractor D6 A-3456-D : 1 Gasket 484087 Cylinder Block (A-1642-D)
1 Gasket 2B1842 Transmission Case (A-1642-D)
- On Crane shovel A-3165-D : 2 Wire Rore Ay P3N 3815-597-6936 (A-1642-D)
- On Crane shovel A-1783-D : 4 Batteries P3N 6140-191-8515 ~~EXHAUSTOR~~
(A-1194)

Yours faithfully,

E. CAMERMAN.

USE OF EXCESS MILITARY PROPERTY IN FRANCE

SHIPPING INFO

LENGHT :
 WIDTH :
 HEIGHT : **3550lbs.**
 WEIGHT :
 CUBE :

AID RECEIVING REPORT

REPORT No. **A.XE 4626-**
 DATE **11/14/1966**

1. A.I.D. Voucher No. (1149) : **67-10-79**

2. A.I.D. Item No. (1149) : **2320-752-9452**

Acq. Cost (Per 1149) : \$ **1,255.00**

3. FSN

Truck Pkch- up 4X2 1/2 Ton

4. Complete Nomenclature :

tire 6.50 x 16

Standard transmission

Rear metal canopy

5. Attachments (Complete Nomenclature) :

6. End Item Data

Ford F.100 1960.

(a) Make, Model and Year

(b) Size or Capacity

(c) Electrical Data

(d) Item Serial No.

F 10 JON 58417

U.S. Reg. No. **60B 3765**

(e) Engine(s) Make & Model

Ford cylinder 6 in mm line

(f) Engine(s) Ser. No.

7. Weight (with attach.)

Cube

BASED ON VISUAL INSPECTION

MISSING PARTS	DAMAGED ITEMS
keys ignition key battery	rear bumper rear light l.h. door panel fan blades 2 tires 100 % worn 1 tire 75 % worn.

Contractor Rep :

AID Rep :

GENERAL CONDITIONS :

ADRIAENSSENS N.V. - A.I.D.

DESCRIPTION: TRUCK PICK UP 1/2 T		DIVISION		No CARD
E.S.N. No: 2320-752-9452	DATE RECEIVED:	E.F.A.	HANSA	A.4696
SERIAL No: F10 JOH 58417	DATE ORDER:			
Mfd: FORD	DATE STARTED:			
	DATE COMPLETED:			

WORK ORDERED

Compression	1	2	3	4	5	6	ALLOWED HOURS	WORKED HOURS
Make engine ready to start.							1	
Tune up engine and repair as necessary.							9	
Check electrical equipment and repair as necessary.							8	
Remove hubs (four) check bearing, brakelinsings, brakacylinders, brakedrums, inspect brakelines and master cylinder and repair as necessary.							6	
Check oil, rear axle, front axle, transmission and transfercase for leaks and repair as necessary.							10	
Check steering gearbox, tie rods and ends, repair and replace when necessary.							1	
Check clutch propellershaft for backlash and repair as necessary.							1	
Check condition of muffler, exhaust pipes and repair as necessary.							1	
Clean radiator, replace water, check for leaks and tighten.							1	
Clean oilfilter and airfilter, replace oil and new filter.							1	
Check springs and shockabsorbers for broken leaves and tighten.							1	
Check windshieldwipers and repair as necessary.							1	
Check fuel system and clean as necessary (tank, filter and lines).							1	
Body, check for dents and damaged, missing parts and repair as necessary.							7	
Check tires, condition and replace as necessary.							6	
Check seats and canvasses & bows and repair as necessary.							3	
Prepare for painting, steamcleaning remove all insigns and letters.							1	
Paint body yellow, engine gray, underside black.							8	
Lubricate and change oil.							10	
							7	
							70	
Asking for Supplements								
1) Repare electrical wiring from Ignition to h								
2) Change King pins front axle L.R.							3	
3) Remount and make free Handbrake cable							1	
4) Repare gearshifter on steering column							1	
							2 1/2	
							14 1/2	
							70	
TOTAL:							147 1/2	
FINAL INSPECTION APPROVED								
SIGNED								
TOTAL								

DIVISION

No CARD

E.F.A.

HANSA

A.4696

DATE RECEIVED:

DATE ORDER:

DATE STARTED:

DATE COMPLETED:

ALLOWED HOURS

WORKED HOURS

Compression 1 2 3 4 5 6

Make engine ready to start.

Tune up engine and repair as necessary.

Check electrical equipment and repair as necessary.

Remove hubs (four) check bearing, brakelinsings, brakacylinders, brakedrums, inspect brakelines and master cylinder and repair as necessary.

Check oil, rear axle, front axle, transmission and transfercase for leaks and repair as necessary.

Check steering gearbox, tie rods and ends, repair and replace when necessary.

Check clutch propellershaft for backlash and repair as necessary.

Check condition of muffler, exhaust pipes and repair as necessary.

Clean radiator, replace water, check for leaks and tighten.

Clean oilfilter and airfilter, replace oil and new filter.

Check springs and shockabsorbers for broken leaves and tighten.

Check windshieldwipers and repair as necessary.

Check fuel system and clean as necessary (tank, filter and lines).

Body, check for dents and damaged, missing parts and repair as necessary.

Check tires, condition and replace as necessary.

Check seats and canvasses & bows and repair as necessary.

Prepare for painting, steamcleaning remove all insigns and letters.

Paint body yellow, engine gray, underside black.

Lubricate and change oil.

Asking for Supplements

1) Repare electrical wiring from Ignition to h

2) Change King pins front axle L.R.

3) Remount and make free Handbrake cable

4) Repare gearshifter on steering column

TOTAL:

FINAL INSPECTION APPROVED

SIGNED

TOTAL

21
PARTS

ADRIAENSSENS N.V.

Maatschappelijke zetel: Della Fallielaan 56 - Antwerpen

A.I.D.

BURELEN: POLOSTRAAT 59, HOBOKEN
TEL. 37.46.78 - 37.48.17
WERKHUIZEN: POLOSTRAAT 35, HOBOKEN
NOORDERLAAN 95 ANTWERPEN

Bank van Antwerpen No 3993
Handelsreg. Antwerpen 165213
IN- & UITVOER

AANKOOPORDER N° L/ 8221

(te vermelden op faktuur en verzendingsformulier)

ANTWERPEN, 21/11/1966.

Ets. VONIX
Kasteelpleinstraat
ANTWERPEN.

Gefleue ons de hierna vermelde goederen te leveren.
Leveringstermijn: **DRINGEND**.
aan ons adres: POLOSTRAAT, 59 HOBOKEN.
Voorwaarden:

NUMMER	HOEEVEELHEID	SPECIFICATIE DER GOEDEREN	EENHEIDSPRIJS	TOTAAL
	1	VOOR AFDELING A.I.D. KINC SET FUSE PINS (1 set fgs44-pennen) Werknummer A.4626 Fort F.100 '60	408.- Fr.	

*OLC
01/2
11/21/66*

AANDACHT: Alle fakturen in dubbel exemplaar moeten vergezeld zijn van het duplicata van deze bestelbon.

vr: ADRIAENSSENS N.V.
Afd. A.I.D.

SHIPPING INFO

LENGHT :
WIDTH :
HEIGHT :
WEIGHT :
CUBE :

AID RECEIVING REPORT

REPORT No. A.6763

DATE 2/24/1967

1. A.I.D. Voucher No. (1149) :

AF.67-11-139

2. A.I.D. Item No. (1149) :

Acq. Cost (Per 1149) : \$

9,744.00

3. FSN

2320-835-8345

4. Complete Nomenclature :

Truck gas tank 2.5 Ton M.49

G.M.D. pump dual 900 X 20

5. Attachments (Complete Nomenclature) :

6. End Item Data

(a) Make, Model and Year

RBO 19654

(b) Size or Capacity

2.5 Ton

(c) Electrical Data

14 Volts

(d) Item Serial No.

U.S. Reg. No.

4-A-8244

(e) Engine(s) Make & Model

M.42824

(f) Engine(s) Ser. No.

Cube

7. Weight (with attach.)

BASED ON VISUAL INSPECTION

MISSING PARTS	DAMAGED ITEMS
batteries motor w.w. blades signal lights mirrors	body dented hose wiring tires 70 % worn

Contractor Rep :

GENERAL CONDITIONS :

AID Rep

LBK 332
JTS 1000
ECD 5/1/67

ADRIAENSSENS N.V. - A.I.D.

DIVISION

E.F.A.

HANSA

DESCRIPTION:

F.S.N. No: Truck Gas Tank. 2 1/2 T.

SERIAL No: 2320-835-8845

Mfg.:

M. 42824

Reo

ITEM N°

A.6763

WORK ORDERED

ac 8.9744

ALLOWED
HOURS

- | 1. Compression | 1 | 2 | 3 | 4 | 5 | 6 | ALLOWED HOURS |
|--|---|---|---|---|---|---|---------------|
| 2. Make engine ready to start. | | | | | | | 1 |
| 3. Tune up engine and repair as necessary. | | | | | | | 9 |
| 4. Check electrical equipment and repair as necessary. | | | | | | | 12 |
| 5. Remove hubs (four) check bearing, brakelinings, brakecylinders, brakedrums, inspect brakelines and master cylinder and repair as necessary. | | | | | | | 9 |
| 6. Check oil, rear axle, front axle, transmission and transfercase for leaks and repair as necessary. | | | | | | | 10 |
| 7. Check steering gearbox, tie rods and ends, repair and replace when necessary. | | | | | | | 2 |
| 8. Check clutch propellershaft for backflash and repair as necessary. | | | | | | | 2 |
| 9. Check condition of muffler, exhaust pipes and repair as necessary. | | | | | | | 2 |
| 10. Clean radiator, replace water, check for leaks and tighten. | | | | | | | 2 |
| 11. Clean oilfilter and airfilter, replace oil and new filter. | | | | | | | 2 |
| 12. Check springs and shockabsorbers for broken leaves and tighten. | | | | | | | 2 |
| 13. Check windschildwipers and repair as necessary. | | | | | | | 1 |
| 14. Check fuel system and clean as necessary (tank, filter and lines). | | | | | | | 3 |
| 15. Body, check for dents and damaged, missing parts and repair as necessary. | | | | | | | 18 |
| 16. Check tires, condition and replace as necessary. | | | | | | | 4 |
| 17. Check seats and canvasses & bows and repair as necessary. | | | | | | | 1 |
| 18. Prepare for painting, steamcleaning remove all insigns and letters. | | | | | | | 10 |
| 19. Paint body yellow, engine grey, underside black. | | | | | | | 15 |
| 20. Lubricate and change oil. | | | | | | | 1 |
| 21) levers, valves, cables discharge pump and drive manholes and covers | | | | | | | 18 |

125

5/29/67

FINAL INSPECTION APPROVED

A 6763

Description	11	12	13	14
Truck Garbani 24.5				

Serial No.

M. 4282.

BILL No.

A 6743		Serial No. H. 4282		Bill No.																												
Description		Total																														
NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
may																																5 1/2
Peckoria																																4
Huvel																																2
Debruyne																																
TOTAL																																
REMARKS		I HEREBY CERTIFY THAT I DID ON THE 196																			TOTAL LABOR HOURS											
		complete work on.																			LABOR RATE											

ADRIAENSSENS N. V.

A.I.D.

Datum 26/5/67

Naam

De Bruijn y

A. No

Uren

No 20

Werk

6763

2

2 ✓



Gelieve stipt uw werkuren op het juiste werknummer te vermelden.

Datum: 26. MEI 1967

A.I.D.

No. 077

Naam

A.I.D.
P. Kovacs

Werk

A. No

Alten

A6763

5 5 1/2

5/2

Gelieve stipt uw werkuren op het juiste werknummer te vermelden.

ADRIAENSSENS N. V.

Datum 26/11/07

A.I.D.

No. 588

Naam

Thru

Werk

A. No

Uren

A 6763

2

7

Gelieve stipt uw werkuren op het juiste werknummer te vermelden.

USE OF EXCESS MILITARY PROPERTY IN FRANCE

351

ADRIAENSSENS N.V.
A.I.D.

SPARE PARTS

Truck Oatland 24117

A N° 6703

Issue N°	Date	Quantity	Description	Unit Price	B.F.	Issue N°	Date	Quantity	Description	Unit Price	B.F.
11111	12/11	1	oil filter	20	20						
		1	set distributor & breaker points	42	42						
11111	12/11	1	Temperature meter	175	175						
		1	connection	60	60						
		1	oil pressure meter	90	90						
		2	connections 7/16" 1/4"	211	211						
		1	connection 7/16" 1/4"	25	25						
		1	oil cooler pump	20	20						
		6	spark plugs	40	240						
11111	12/11	40	65 gasoline A.52	2	80						
11111	12/11	12	oil oil	30	360						
11111	12/11	10	valve 1/4" W.H. 1/4"	25	250						
		1	gasket cover valve	60	60						
		4	oil connections	6	24						
Total											

Total B.F. Cost of Parts

Exchange Rate

Equivalent U.S. \$

ADRIAENSSENS N.V.
DEPT. A.I.D.

Serial N: 14149

Parts / Material / Lubricants / Gasoline
ISSUE FORM

A.I.D.

Number: H 6763

Date: 26/5/62

Item	Quantity	Cost
1 Oilfilter	1	70/-
1 set brake point	1	42/-
ISSUED BY:	RECEIVED BY: <i>Loch</i>	

1451

ADRIAENSSENS N.V.
DEPT. A.I.D.

Serial N: 14148

Parts / Material / Lubricants / Gasoline
ISSUE FORM

A.I.D.

Number: H. 6763

Date: 26/5/62

Item	Quantity	Cost
1 2 temperature meter	1	175/-
1 connections	1	60/-
1 Oil pressure meter	1	90/-
2 connections 5/16 x 1/4	2	24/-
1 connection 1/4 x 1/4	1	25/-
1 100% copper tubing	1 each	76/-
6 Spark plugs	6	240/-
ISSUED BY:	RECEIVED BY: <i>Loch</i>	

1451

ADRIAENSSENS N.V.
DEPT. A.I.D.

Serial No 20462

Parts/Material/Lubricants/Gasoline
ISSUE FORM

Date: 29/5/67.

A.I.D.

A.I.D. A. 6763.
Number:

[illegible]

APPENDIX 5

HEADQUARTERS
UNITED STATES EUROPEAN COMMAND

DIRECTIVE
NUMBER 60-17

APD 09128
4 March 1967

U. S. MILITARY LIQUIDATION SECTION
AMERICAN EMBASSY, PARIS

Terms of Reference

1. Purpose. To provide guidance for the organization and operation of the U. S. Military Liquidation Section, American Embassy, Paris. This directive supports the Secretary of Defense's Terms of Reference for the Military Liquidation Section (Reference a below), and amplifies the guidance provided in the USCINCEUR establishing General Order (Reference b below).

2. References.

a. NATUS Def message 2621, dated 31 December 1966, subject: Terms of Reference for U. S. Military Liquidation Section, American Embassy, Paris.

b. Hq USEUCOM General Order No. 17 of 27 January 1967, subject: Establishment of U. S. Military Liquidation Section, American Embassy, Paris.

3. Definitions.

a. "Operational Base". A U. S. Military Base facility in France which the GOF has requested be turned over to French authorities in operating condition, requiring therefore that certain facilities and related personal property be left in place, pending negotiations.

b. "A" date. The date on which operations at a base or installation have terminated, all stocks, supplies and troops (except for the custodial force) have been withdrawn and all personal and related personal property for which there is a U. S. requirement has been removed.

4. General. The U. S. Military Liquidation Section, American Embassy, Paris (MLS) was established on 1 February 1967 by reference b in accordance with the provisions of reference a.

5. Mission. The Military Liquidation Section is responsible for the disposition of matters of military interest, including the disposition of property, remaining after the relocation of U. S. military forces from France.

(1)

REVISED (CHG #1) 12 May 1967

ED 60-17

6. Functions. MLS functions and responsibilities are limited to those which are directly related to the liquidation of U. S. military interests as result of the military withdrawal from France. Liquidation Section functions include the following:

a. Acceptance of custodial responsibility, including control, ownership, security, protection and accountability for U. S. installations and facilities, including all real, personal and related personal property contained therein, on "A" date (3 b). MLS will, at the time of acceptance of custody of component commanders' bases/facilities, assume responsibility for U. S. unilaterally funded facilities, NATO and conjunctively funded facilities under U. S. military control.

b. Care and preservation only of any remaining U. S. assets (e. g. command operating stocks) which are to be removed from France by the component commander.

c. Responsibility, with USAFE and USAREUR support, for the negotiation of "Operational Base" (3 a) sales. (Negotiations for "Operational Base" sales must be terminated within a limited time period such that, in the event sale agreement is not reached, component commanders will be able to remove needed personal and related personal property and/or transfer the base to the MLS prior to 31 March 1967).

(1) MLS is not responsible for the disposition (by sale or otherwise) of NATO property, except as directed by component authority in the action of final transfer to GOF of the base/facility involved.

d. Termination of USNAVEUR liquidation actions in Villefranche.

e. Disposal of remaining personal and related personal property, according to economic determination, i. e. , disposal by procedures most economically advantageous to the U. S. Related personal property not otherwise disposed of will be placed on real property records. This property thus becomes a part of the facility turned over to GOF, and will be the subject of Embassy residual value negotiations.

f. Support and assistance to the U. S. Embassy, Paris, in residual value negotiations.

g. Transfer of facilities and installations, held in custody, to appropriate authorities of the Government of France.

h. Acceptance of surplus commodity housing records and custody, concurrently with the transfer of the parent base. Surplus commodity housing real estate records and responsibility for custody of physical assets will remain with the accountable officer until transfer to MLS.

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i. Settlement of claims against the US Government.

j. As available and within MLS legal personnel resources, provide counsel and assistance to U.S. military agencies and offices in France, to include legal counsel on any contract administration, contract termination, or procurement not otherwise provided for.

k. Such matters as the following, are deemed to relate to the phasing out of military activities, installations and facilities in France.

(1) Labor relations, to include administration, and other matters related to the employment of French nationals.

(2) All matters in connection with U.S. military personnel subject to French criminal jurisdiction.

(3) Administration and termination of contracts let by MLS for the purpose of meeting MLS requirements. Termination and settlement of outstanding utilities service contracts will remain a responsibility of component commanders. The Commanding General, COMZ, as head of procurement activity for USAREUR, will appoint Contracting Officers required for MLS except that power procurement officers will be appointed by the designated representative of the USAREUR power procurement officer.

new
(4) MLS will assume responsibility for administration, funding and termination of utility contracts which are continued in force at installations after MLS assumes custodial responsibility for the installations. MLS will assume responsibility for such contracts on or about the date the installation is transferred from the component command to MLS, but not later than 1 April 1967. Exception will be those installations where the component command will retain an active operation beyond 31 March 1967 (such as Evreux AB), where, by agreement between the component command and MLS, the component command will be responsible for funding the utility contract until termination of the active operation. The component command will remain responsible for termination costs and/or claims costs arising from utility service contracts assumed by MLS.

(5) Administration of the field sales for MAP return from France until this continuing function can be absorbed by CINCUSAFE.

(6) MLS is not responsible for the termination of component command leases.

1. Effecting reimbursement settlements and reconciling financial accounts with the GOF for expenditures made under appropriate bilateral agreements (FAFLO)

ED 60-17

m. Budgeting for costs of operations and O&M support/MLS, except for pay and related costs of military and civilian personnel (NOTE 1) which will be borne by the various services furnishing personnel. Funding, until absorbed at the Embassy, will be provided by the Department of the Army, from within existing resources.

7. Organization.

a. Concept. The Military Liquidation Section is organized as an integral part of the American Embassy under the political direction of the Ambassador, and operates under the general direction of USCINCEUR through CINCUSAREUR. The Section will operate under this general command arrangement until such time as there are no longer significant unified command interests in France. At this time, as mutually agreed between CINCEUR and Chief of Staff, U.S. Army, the responsibility for general direction of the Section will be transferred to the Department of the Army. Operations will continue under this modified command arrangement until such time as remaining military interests and functions are reduced to a minimum and there remains no further significant physical custody of facilities and assets. At this time, the Section will be phased out and the Embassy will assume full responsibility for such residual military interests, functions and resources as may be appropriate. The date of transfer of responsibility and procedural details will be as agreed by appropriate State and Defense Department authorities.

b. Command. The Commanding General, USA, COMZEUR, initially is the designated Chief of the Military Liquidation Section as an additional duty.

c. Control.

(1) The U.S. Ambassador, France, exercises political direction of the Liquidation Section, which operates as an integral part of the Embassy.

(2) USCINCEUR, in close coordination with the Embassy, exercises general guidance in the development of policies and standards, insuring effective integration of State and Defense Department interests in relocation matters.

(3) CINCUSAREUR exercises day-to-day supervision of MLS operations in coordination with Amemb, Paris, in support of USCINCEUR/Embassy policy. This includes:

(a) Review, evaluation and coordination of all action in areas of administration, personnel support, financial support and operations.

ED 60-17

(b) Provision of procedural guidance for the execution of the Liquidation Section mission:

1. In areas not presently covered by uni-service publications.
2. In areas in which current joint guidance requires amendment(s) to meet the unique circumstances of military relocation from France.

(4) Channels of communications: for uni-service matters, the channels of communication will be from the military department through the service component to the Liquidation Section and from the Liquidation Section through the service component to the military department.

d. Personnel and Phasing.

(1) Personnel manning of the Military Liquidation Section is on a joint basis, primarily utilizing current theater resources, and will be on an equitable share basis in accordance with the MLS workload. As the MLS workload decreases, personnel manning levels will be phased down accordingly.

(2) Assignment authority for personnel will derive from the JTD currently being prepared.

8. Administration and Support.

a. Headquarters: The headquarters for the Liquidation Section is designated as Embassy Building "G", 5 Avenue Gabriel, PARIS 8eme, France.

b. Administrative Support: The Embassy will provide on a reimbursable basis, initially from CINCUSAREUR and eventually from the Department of the Army, to the extent practicable, administrative and logistic support for the Liquidation Section. Logistic support will flow through Embassy-managed channels upon termination of military support facilities in the Paris area. These arrangements and basis for reimbursement will be made the subject of a support agreement between appropriate Department of Defense and State Department authorities.

c. Personnel Funding and Services.

(1) Pay, Allowances and PCS travel costs of military personnel assigned to the Liquidation Section will be borne by the respective military departments.

ED 60-17

(2) Pay and allowances of U. S. civilian employees and local national employees will likewise be borne by the respective military departments. (NOTE 1).

(3) The Embassy will provide Liquidation Section personnel with the same supporting services as those received by other embassy personnel.

(4) Liquidation Section personnel will wear appropriate civilian clothes and will carry Embassy identification cards.

d. Court-Martial jurisdiction and non-judicial punishment authority: to be prescribed by Chief, MLS, consistent with the UCMJ and service directives, and as approved by CINCEUR.

NOTE 1. Pay and allowances of U. S. civilian and local national employees will be borne by the respective military departments pending approval of the MLS JTD, at which time the Department of the Army assumes this responsibility.

FOR THE COMMANDER IN CHIEF:

OFFICIAL:

J. M. LEE
LT COL, USAF

J. W. BOWEN
LIEUTENANT GENERAL, USA
CHIEF OF STAFF

CHANGE RECORDChange No.

1

Authority & DateUSCINCEUR Msg ECJD-P 05715
11 Apr 67Posted byRevision 1
dtd 12 May 1967

APPENDIX 6

OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE,
Washington, D.C., June 26, 1967.

Mr. MILES Q. ROMNEY,
Associate General Counsel, Special Subcommittee on Donable Property of the
Committee on Government Operations, House of Representatives, Wash-
ington, D.C.

DEAR MR. ROMNEY: Reference is made to your telephone conversation with
Mr. A. T. Bishop, of our Office, concerning sales proceeds experience in connec-
tion with the sale of foreign excess property in France.

I am enclosing a number of sales catalogues, together with lists of success-
ful bidders, which we believe to be representative of the experience of the Paris
Sales Office. The lists of successful bidders are correlated by item number to the
sales announcement, indicating unit price and total price received by item, as
well as the successful bidder, and whether the proceeds were in U. S. dollars
or French francs.

We have attempted to select sales catalogues which concern the sale of end
items of materiel on our understanding that you are not interested in the sale
of scrap or sundry spare parts.

We feel that the sample provided in the enclosed is representative of experi-
ence in France. If, after analysis, you feel a wider range of sales transactions
is essential, please let us know and we will obtain them for you.

Sincerely,

H. S. ZARETZKY,
Director, Supply Management Policy.

(NOTE.—The following lists of successful bidders have been modified by sub-
stituting for last column on the right (which relates to import or export limita-
tions) a column showing the U.S. dollar acquisition cost and apparent condition
for each item, as given in the sales catalog.

(Unless otherwise noted in the last column, apparent condition of each item is
poor, used.)

LOCATIONS: NANCY, METZ
REIMS, DIJON, MIRAMAS,
LYON -

US FOREIGN EXCESS SALES OFFICE
32, rue Marbeuf, Paris 8ème

6 January 1967 MR

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS 91-600-S-67-67
OPENED ON 3 JANUARY 1967 AT 10.00 HOURS

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	TEST AND FINAL ACQUISITION COST	CONDITION
S.A. GENTIER ROBERT 72, rue Laurice Flandin Lyon 3ème (Phone)	19	Truck tractor, 4x4, 150 HP	FRENCH	2	EA	FF 920.00	ALL OR	\$ 26,284.00	-
	20	" " " "	"	2	EA	FF 920.00	NONE FOR	"	-
	21	" " " "	"	2	EA	FF 920.00	A TOTAL OF	13,142.00	-
	22	" " " "	"	1	EA	FF 920.00		13,142.00	-
	23	" " " "	"	1	EA	FF 920.00		3,225.00	-
	28	" " " "	"	1	EA	FF 920.00		65,510.00	-
	37	" " " "	"	3	EA	FF 920.00		52,518.00	-
	38	Trailer, water tank	"	5	EA	FF 920.00		4,610.00	-
	72	Tractor, 150 HP	"	4	EA	FF 1,820.00		8,510.00	-
	73	Tractor, 150 HP	"	10	EA	FF 1,820.00		3,336.00	-
	44	Truck, cargo, 2 1/2 ton	NOT FRENCH	8	EA	FF 1,820.00	NONE FOR	43,200.00	-
	45	" " " "	"	9	EA	FF 1,820.00	A TOTAL OF	43,200.00	-
	46	" " " "	"	9	EA	FF 1,820.00		43,200.00	-
	53	Truck, 2 1/2 ton, 6x6	"	14	EA	FF 270.00		1,196.00	-
	64	" " " "	"	14	EA	FF 270.00		1,002.00	-
	77	Trailer 3/4 ton	FRENCH	1	EA	FF 291.73	FF 875.20	65,710.00	-
CHEVALIER RAYMONDE 149, Ave. de Portailiac Beyan - 17 -	60	Trailer, 1/2 ton	NOT FRENCH	3	EA	FF 291.73	FF 875.20		-
	76	Trailer, 1 ton	FRENCH	1	EA	FF 526.20	FF 526.20		-
LASAR BERNARD 97, rue des Jardins Petange - Luxembourg	27	Truck forklift, 4000 lbs	NOT FRENCH	1	EA	\$ 1,460.00	\$ 1,460.00	4,950.00	-
S.A. HOLBRECHT 89, rue de la Station Lebbeke - Belgium	4	Truck tractor, 4-5 ton	"	1	EA	\$ 126.00	\$ 126.00	8,149.00	-
	26	Trailer, bomb, 2 1/2 ton	"	1	EA	\$ 62.00	\$ 62.00	2,166.00	-
GOUYGOU JEAN Route Nationale 89 Damps - 33 -	3	Truck, 3/4 ton	"	7	EA	FF 451.00	FF 3,157.00	23,093.00	-

CONT'D
Page 2 of 2LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS
91-600-S-67-67

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
DEBACHERE LUYEN Heirweg 18, Roselare - Belgium	39	Truck, forklift, 4000 lbs.	NOT FRENCH	1	EA	\$ 1,057.60	\$ 1,057.60
THIRION PIERRE 73 Ave. Carnot, St. Max Nancy (M & M)	25 61 62 71	Trailer, 3 1/2 ton Trailer, cargo, 1 1/2 ton Truck utility 4 ton Truck, 3/4 ton	FRENCH " " " " " "	1 7 2 2	EA EA EA EA	FF 717.00 FF 317.00 FF 407.00 FF 817.00	FF 717.00 FF 2,219.00 FF 814.00 FF 1,634.00
COOPETRO DU HAUTE LIEU 42, rue d'Alsace - Dijon - 21 -	65 66 67 68 69 70 74 75	Tractor, 3 wheels Truck, 1 1/2 ton Truck, 5 ton Truck, 5 ton Truck, fuel tank, 422 Truck, fire Trailer, 3 1/2 ton Trailer, 1 ton	FRENCH NOT FRENCH FRENCH " " " " " " " " " "	1 1 6 1 2 2 4 8	EA EA EA EA EA EA EA EA	FF 150.00 FF 610.00 FF 285.00 FF 1,105.00 FF 605.00 FF 405.00 FF 805.00 FF 425.00	FF 150.00 FF 610.00 FF 1,710.00 FF 1,210.00 FF 810.00 FF 3,220.00 FF 3,400.00
T.S. CABLE Mauricourt - 83 -	17 18 23 24	Truck, 5 ton Truck, 1500 gal Trailer, water tank Trailer, fuel service	FRENCH " " " " " "	2 2 4 2	EA EA EA EA	FF 313.00 FF 826.00 FF 413.00 FF 562.00	FF 626.00 FF 826.00 FF 2,248.00 FF 2,066.00

- 816 Invitations for Bids were mailed to dealers

- 26 Bids were received

- No bid was received on items 30, 33, 34, 35, 36, 78

- Items 65, 66, 67, 68, 69, 70, 74, 75 pending award

- Items 4, 8, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27

- Located at Nancy-Orchey

- Item 28 located at Metz

- Items 30, 33, 37, 38 located at Reims

- Items 39, 44, 45, 46, 60, 61, 62, 63, 64, 65, 66, 67,

- 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 located at Dijon.

Tel: BALzac 54-00
Ext 201MUB
1967
Originator text
Audition

4,000.00 FF

1,295.00

6,111.00

6,866.00

6,328.00

11,215.00

21,180.00

38,272.00

6,311.00

21,000.00

6,286.00

5,580.00

12,112.00

21,000.00

4,000.00

AGENTS: KILMAS, VARENES S/ALLIER

SEI LES VANCY VERNON, CLEMENT-

FRAND, VINCENTS VERRAILES

MIN CHATRES-LUCE, ST-JACQUES

US FOREIGN EXCESS SALES OFFICE

32, rue Harbeuf, PARIS 8ème

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS 91-600-S-67-45
OPENED ON 18 NOVEMBER 1966 at 10.00 HOURS

22 November 1966

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
BELLAMY GUY 4, Pl. Grelet Angoulême - 16 -	44	Trailer, 2 1/2 ton	NOT FRENCH	6	EA	FF 31.01	FF 186.06	\$6,432.00	Poor, used.
MES. PIERRE SIBRAIN 61, rue G. Chaulet LUX (Lindes)	37	Aircraft 1180	"	1	EA	FF 1,200.00	FF 1,200.00	17,500.00	Poor, used.
PEGAZ & PUGRAT 5, rue Costa Beauregard Chambery (Savoie)	54	Trailer, 2 1/2 ton	"	5	EA	FF 42.00	FF 210.00	5,360.00	Poor, used.
CR. TRIZZINI Lazer (Hautes Alpes)	45	Truck, water tank, 2 1/2 ton	"	2	EA	FF 1,550.00	FF 3,100.00	12,182.00	Poor, used.
STE. BOUT 182, Ave. de Stalingrad Cisvilly Larue (Seine)	* 46	Trailer, water tank 1 ton	"	10	EA	FF 466.00	FF 4,660.00	9,690.00	Fair, used.
* 47	"	"	"	12	EA	FF 466.00	FF 5,592.00	11,638.00	Fair, used.
SALE CLUB D'ILES & VILAINES Aerodrome de Rennes St. Jacques (35)	55	Truck, water tank, 1180	"	1	EA	FF 1,700.00	FF 1,700.00	17,500.00	Poor, used.
SALE CLUB D'ILES & VILAINES Aerodrome de Rennes St. Jacques (35)	* 34	Truck, water tank, 1 1/2 ton, 3/4 ton - Mfg: Dodge	"	1	Lot	FF 9,300.00	FF 9,300.00	9,300.00	Poor, used.
* 40	"	Truck ambulance, 3/4 ton	"	10	EA	FF 711.00	FF 7,110.00	41,140.00	Poor, used.
* 41	"	"	"	10	EA	FF 611.00	FF 6,110.00	41,140.00	Poor, used.

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR
BIDS 91-600-S-67-45

Page 2 of 3 JUNE 12

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
ERS. ANFAN 27 rue Carnot Stains - 93 -	42	Transfer case	NOT FRENCH	1	EA	FF 101.00	FF 101.00	\$ 1,128.00	G-Unused
	43	Final drive, left	"	42	EA	FF 71.00	FF 2,982.00	\$ 3,634.00	G-Unused
LOS G. BACE 21 Bd. Montmorency Paris 16me	8	Motor outboard, 25 HP	"	1	EA	FF 53.00	FF 53.00	456.00	F-U
	50	Motor outboard, 25 HP	"	10	EA	FF 53.00	FF 530.00	4,560.00	"
	51	"	"	10	EA	FF 53.00	FF 530.00	4,560.00	"
	52	"	"	17	EA	FF 53.00	FF 901.00	7,916.00	"
	53	Motor outboard, 50-55 HP	"	3	EA	FF 110.00	FF 330.00	1,998.00	"
								650,000.00	G-Unused
T. HUIZER Hollandsstraat 11 Slijkerveer, Holland	59	MISC. repair Parts	"	1	Lot	\$ 17,777.00	\$ 17,777.00		
G.S.A. 89, Ave. du General Isclerc 62 - La Garenne	35	Generator Set	"	7	EA	FF 10.00	ALL OR NONE FOR	4,942.00	"
	36	Generator Set	"	7	EA	FF 10.00	FF 3,105.00	11,942.00	"
P. GUINNESS 39, Cours d'Ormarc Mérignac (Gironde)	48	Truck, Ponton, 6 ton	"	1	EA	FF 4,822.01	FF 4,822.01	16,337.00	"
								50,645.00	F-U
	10	Truck, 2 1/2 ton, Amphibi	"	5	EA	FF 1,505.00	ALL OR	50,645.00	F-U
	11	"	"	5	EA	FF 1,505.00	NONE FOR	50,645.00	F-U
	12	"	"	5	EA	FF 1,505.00	FF 25,755.00	20,258.00	F-U
	13	"	"	2	EA	FF 1,505.00			

LOCATIONS: CREIL, REIMS, CHARTRES
TERNON, DAX, TOULOUSE, LE MANS
ORLÉANS, MIRAMAS, VAYRES.

US FOREIGN EXCHANGE SALES OFFICE
32, rue Marbeuf, Paris 8eme

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS 91-600-S-67-40
OPENED ON 31 OCTOBER 1966 at 14.00 Hours

7 November 1966

304

MR. C. J. P. C.

5-11-10

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
S.A.L. SCHWAB & CIE. 6, rue Diderot Tinquex Reims, Marne	19 37	Truck, fuel tank Trailer, 1 ton	French " "	1 1	EA EA	FF 462.00 FF 410.00	FF 462.00 FF 410.00
Survenne Surplus Sales P.O. Box 174, Metuchen (New Jersey) USA	78 79 80 81 82 83 84 85 86 87	Truck, cargo, 2 1/2 ton "	Not French "	5 5 5 5 5 5 5 5 5 5	EA EA EA EA EA EA EA EA EA EA	333.33 333.33 333.33 333.33 333.33 333.33 333.33 333.33 333.33 333.33	ALL OR NONE FOR \$16,666.50
Briqueterie Aynault La Boule 79 Parthe- nay	53	Trailer, 1 ton	" "	1	EA	FF 301.40	FF 301.40
Pierre Martin St. Paul de Baye 33	54 89	Truck, 3/4 ton Trailer, 2 wheel	" " " "	1 5	EA EA	FF 500.00 FF 60.00	FF 500.00 FF 300.00
E. G. Poulos Angoulins/Mer Oite. Mme	50	Trailer, cargo, 1 ton	" "	5	EA	FF 133.00	FF 665.00
Bernard Lassar 97, rue des Jardins Petange - Luxembourg	20 25 33	Truck, dump, 2 1/2 ton Truck, cargo, 2 1/2 ton Tractor, wheeled	" " " " " "	1 3 1	EA EA EA	\$ 224.00 \$ 200.00 \$ 80.00	\$ 224.00 \$ 600.00 \$ 80.00
S.A. Grenier 72, rue Maurice Flamin Lyon 3eme - Rue de	8 9	Truck, cargo, 3/4 ton Truck, 3/4 ton	" " French	3 2	EA EA	FF 400.00 FF 500.00	ALL OR NONE item 8, 9, For \$ 10

CONT'D

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS 91-600-S-67-40

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
S... Grenier 72 rue Maurice Flandin Lyon Jeme - Rhone	10	Truck, $\frac{1}{2}$ ton	Not French	1	EA	FF 760.00	FF 2,960.00	\$ 6,330.00	—
	60	Truck, prime mover	"	1	EA	FF 9,020.00	FF 9,020.00	19,136.00	—
	52	Truck, $\frac{1}{2}$ ton	"	1	EA	243.21	243.21	1,960.00	—
Kessler Export Corp. 324-334 Ellery St. Brooklyn (N.Y.) USA	26	Truck, tractor, $\frac{1}{2}$ ton	"	3	EA	1,057.00	3,171.00	33,222.00	—
Peromed di Pierrucci Todi Perugia - Italy	27	Truck, prime mover 12 t	"	1	EA	1,057.00	1,057.00	1,014.00	—
	59	Truck, prime mover 12 t	"	1	EA	1,777.00	1,777.00	1,736.00	—
	61	Truck, prime mover 12 t	"	1	EA	2,037.00	2,037.00	2,037.00	—
	62	Truck, prime mover 12 t	"	1	EA	1,731.00	1,731.00	1,731.00	—
	63	Truck, prime mover 12 t	"	1	EA	1,555.00	1,555.00	1,555.00	—
	64	Truck, prime mover 12 t	"	1	EA	1,360.00	1,360.00	1,360.00	—
	65	Truck, prime mover 12 t	"	1	EA	1,355.00	1,355.00	1,355.00	—
Joseph Masin P.O. Box 1772, 5 Cologne Germany	51	Microcraft, piper	"	1	EA	200.00	200.00	1,500.00	—
S.A. Perin Werptrestres 10 6 Frankfurt/W Germany	66	Truck, Prime mover 12 t	"	1	EA	2,177.42	2,177.42	19,136.00	—
	67	"	"	1	EA	2,177.42	2,177.42	19,136.00	—
	68	"	"	1	EA	2,096.77	2,096.77	19,136.00	—
	71	"	"	1	EA	2,258.06	2,258.06	19,136.00	—
S.A. Holbrecht 89, rue de la Station Lebbeke - Belgium	11	Truck, $2\frac{1}{2}$ ton	"	2	EA	112.00	224.00	13,336.00	—
	45	Tractor, wheeled whse	"	1	EA	82.00	82.00	19,136.00	—
	69	Truck, prime mover 12 ton	"	1	EA	957.00	957.00	19,136.00	—
Patry Roger 175 Ave. de Verdun Chateauxreux - 36 -	6	Truck, $\frac{1}{2}$ ton	French	1	EA	FF 311.00	FF 311.00	2,790.00	—
	15	Trailer, $3\frac{1}{2}$ ton	"	2	EA	FF 255.50	FF 511.00	2,790.00	—
	47	Semi-trailer, Van	"	2	EA	FF 405.50	FF 811.00	2,790.00	—
	55	6 ton	Not French	4	EA	FF 277.75	FF 1,111.00	2,790.00	—

USE OF EXCESS MILITARY PROPERTY IN FRANCE

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LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS 91-600-S-67-40

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
Petry Roger 176 Ave. de Verdun Chateauroux (36)	56	Semi-Trailer, Van 6 t.	Hot French	4	EA	FF 302.75	FF 1,211.00	886.00	-
	74	Truck, cargo, 3/4 ton	"	2	EA	FF 155.50	FF 311.00	294.00	-
	75	Trailer, 3/4 ton	"	2	EA	FF 305.50	FF 611.00	594.00	-
Bonacini Mario E P Elli Via Emilia Ovest 621 Modena - Italy	40	Truck, 3/4 ton	Hot French	2	EA	FF 256.00	FF 512.00	512.00	-
	88	Truck, amphibian	"	5	EA	FF 256.00	FF 1,280.00	501.45.00	-
Sicometal 43 bis P. Marcel St. Claude (Jura)	44	Truck, tractor 4x4	French	2	EA	FF 1,458.00	FF 2,916.00	26,234.00	-
G. Den Otter P.O. Box 139 Dordrecht - Holland	5	Truck, Dump 4 ton	Hot French	4	EA	10.00	all or None For	46,052.00	-
	7	Truck, 1/2 ton	"	1	EA	10.00	2,000.00	2,000.00	-
	23	Truck, 1/2 ton	"	11	EA	471.00	5,181.00	2,000.00	-
	41	Truck, 1/2 ton	"	2	EA	379.00	758.00	1,160.00	-
	73	Truck, 1/2 ton	"	3	EA	421.00	1,263.00	2,240.00	-
Haure Claude St. Jean de la Huelle - 45 -	22	Truck, Bomb service 1 1/2 ton	"	2	EA	565.00	FF 1,132.00	4,360.00	-
	32	Tractor, 3 wheel	French	5	EA	150.00	FF 750.00	2,000.00	-
	46	Tractor, 3 wheel	French	1	EA	151.00	FF 151.00	2,000.00	-
	77	Truck, 1/2 ton	Hot French	1	EA	678.00	FF 678.00	4,360.00	-
Franecco 43, rue dd l'Universite Paris 7eme	28	Truck, tractor 4-5 ton	"	2	EA	326.11 \$	652.22	17,498.00	-
Tout Materiel 24 rue Ivan Tourguenev neff, Bougival 78	49	Trailer, water tank	"	7	EA	650.00	FF 4,550.00	6,783.00	-

CONT'D
Page 3 of 4

COPYD Page 1 of 1

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS

91-600-8-67-40

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	COMBINATION
Marcel Heran d'l'che 7, rue Caran d'l'che Paris 17ème	13	Truck, tractor 4x4	French	6	EA	FF 1,011.00	FF 6,066.00	1,011.00	
	14	" " " "	" "	6	EA	FF 866.00	FF 5,196.00	866.00	
	29	Truck, tractor 4x4	" "	6	EA	FF 866.00	FF 5,196.00	866.00	
	30	Truck, tractor 4x4	" "	6	EA	FF 866.00	FF 5,196.00	866.00	
	31	Truck, wrecker 5 ton	Not French	1	EA	FF 16,167.00	FF 16,167.00	16,167.00	
	16	Truck, cargo 5 ton	" "	4	EA	FF 1,370.00	FF 5,480.00	1,370.00	
	24	Truck, cargo 5 ton	" "	11	EA	FF 21,175.00	FF 232,925.00	21,175.00	
	34	Grane, 5 ton	" "	1	EA	FF 6,171.00	FF 6,171.00	6,171.00	
	48	Semi-Trailer, 12½	" "	1	EA	FF 817.00	FF 817.00	817.00	
	2	Truck, fuel tank 4x2	French	3	EA	FF 272.33	FF 816.99	272.33	
	3	Truck, dump 2½ ton	" "	2	EA	FF 568.50	FF 1,137.00	568.50	
	4	Truck, 5 ton	" "	1	EA	FF 257.00	FF 257.00	257.00	
	17	Truck, 5 ton	" "	4	EA	FF 1,268.00	FF 5,072.00	1,268.00	
	18	Truck, 5 ton	" "	1	EA	FF 107.00	FF 107.00	107.00	
	12	Truck, tractor, 5 ton	Not French	1	EA	FF 169.00	FF 169.00	169.00	
	70	Truck, Prime mover 12 ton	" "	1	EA	FF 906.00	FF 906.00	906.00	
De Smet Louis 145 Chaussee de Gand Brpe - Belgium	35	Trailer, 3½ ton	French	2	EA	FF 710.00	FF 1,420.00	710.00	
	36	Trailer, 3½ ton	" "	2	EA	FF 710.00	FF 1,420.00	710.00	
	38	Trailer, fuel servicing	" "	2	EA	FF 1,030.00	FF 2,060.00	1,030.00	
	39	Trailer, fuel servicing	" "	2	EA	FF 803.00	FF 1,606.00	803.00	
	21	Truck, wrecker 2½ ton	Not French	4	EA	FF 2,779.00	FF 11,116.00	2,779.00	

1027 Invitations for Bid were mailed to dealers

32 Bids received

No Bid received on item 42, 43, 57, 58, 72, 76,

90, 91 and 92

Tel: Balzac 54.00

Ext 281

M. V. ARAC, Resseuses-
traat 16, Resseu -
Bemmel - HollandRECEIVED
OSPTS
16 3 39 PM '66

LOCATIONS: NOUVEAU LAIRES
ST-REMIEN, CLEMONT-FERRAND
VARÈNES, S'ALLIER, LE PUYET
TOULON, STRESSIN

US FOREIGN EXCESS SALES OFFICE
32, rue Marbeuf Paris 8ème

27 October 1966
MR May

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION FOR BIDS 91-600-S-67-36
OPENED ON 24 OCTOBER 1966 at 14.00 HOURS

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
ETS. SPINELLI & VALMIER 49, Route de Montpeller- Sète - 34 -	51	Misc. Freeway bridging equipment	NOT FRENCH	1	Lot	FF 825.00	FF 825.00	\$ 5,170.00	-
Firme VARHOENACKER- 190 Chaussee de Gand Harelbeke - Belgium	50	Tractor	"	1	Ea	\$ 1,968.00	\$ 1,968.00	\$ 1,154.00	-
ETS. BOE-HEURY Route de Marseille Nationale 113 La Fare les Oliviers 13	45 48 49	Motor, Outboard Generator Set Truck, Shop Van	" " "	5 2 1	Ea Ea Ea	FF 200.00 FF 250.00 FF 2,502.00	FF 1,000.00 FF 500.00 FF 2,502.00	2,290.00 3,750.00 4,800.00	- F-U F-U
IRAI RAPHAEL 28 rue Bourbarand Bergame - 24 -	46	Motor Outboard	"	1	Ea	FF 505.00	FF 505.00	666.00	-
S.A. HOLDRICHT 89, rue de la Station Lebbeke - Belgium	17 18	Truck, Cargo Truck, Cargo	" "	1 1	Ea Ea	\$ 1,067.00 \$ 1,067.00	\$ 1,067.00 \$ 1,067.00	15,562.00 15,562.00	- -
US Automotive Co. Inc. Antwerpen, Belgium Antwerp Docks Hotel Room # 302	4 5 6 7 15 16	Truck, Gasoline Tank " " " " Truck, Cargo, 2 1/2 ton Truck, Dump, 4 ton " "	" " " " " "	2 2 1 11 1 1	Ea Ea Ea Ea Ea Ea	195.00 195.00 195.00 225.00 580.00 580.00	All or None For \$ 975.00 All or None For \$ 3,635.00	9,041.00 9,041.00 9,570.00 55,228.00 10,781.00 10,781.00	- - - - - -

COND'T Page 2

LIST OF BIDDERS FOR BIDS RESULTING FROM INVITATION
FOR BIDS 91-600-S-67-36

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
Pierre THIRION 73, Ave. Carnot Saint Max Nancy (N & M)	27	Semi-trailer, Van	NOT FRENCH	3	Ea	FF 100.00	All or None	\$ 6,111.00	-
	28	Trailer Cargo, 3/4 ton	"	2	Ea	FF 100.00	For	\$ 1,142.00	-
	29	Trailer, 1 ton.	"	2	Ea	FF 100.00	FF 1,579.70	\$ 1,128.00	-
	26	Trucks, Tractor, 4-5 ton	"	1	Ea	\$ 450.00	\$ 450.00	\$ 1,149.00	-
P.J. BAIS Neeldijk 4 - Spijkenisse Holland								\$ 16,476.00	-
ETS. Eduard Mathysseus Boomsesteenvweg, 702 Wilrijk, Antwerpen - Belgium	30	Semi-trailer	"	1	Ea	\$ 307.00	\$ 307.00	\$ 16,476.00	-
	31	"	"	1	Ea	\$ 306.00	\$ 306.00	\$ 16,476.00	-
	32	"	"	1	Ea	\$ 305.00	\$ 305.00	\$ 16,476.00	-
ETS. Saunier 40, rue Jean Bonal La Garenne Colombes - 92 G.S.M. 39, Ave. du General Leclerc - 92 - La Garenne Colombes	25	Truck, Wrecker	"	1	Ea	FF 6,025.00	FF 6,025.00	\$ 13,142.00	-
	3	Truck, 3/4 ton	"	7	Ea	FF 2,250.00	FF 15,750.00	\$ 12,502.00	-
	8	Truck, Cargo, 3/4 ton	"	10	Ea	FF 100.00	ALL OR	\$ 2,130.00	-
	9	Truck, Cargo, 3/4 ton	"	10	Ea	FF 100.00	NONE FOR	\$ 2,130.00	-
	10	"	"	10	Ea	FF 100.00		\$ 2,130.00	-
	11	"	"	10	Ea	FF 100.00		\$ 2,130.00	-
	12	"	"	14	Ea	FF 100.00	FF 3,368.00	\$ 2,130.00	-
	13	Truck, Cargo, 3/4 ton	"	7	Ea	FF 100.00	ALL OR	\$ 2,130.00	-
	33	"	"	7	Ea	FF 100.00	NONE FOR	\$ 2,130.00	-
	34	"	"	7	Ea	FF 100.00		\$ 2,130.00	-
	35	"	"	7	Ea	FF 100.00		\$ 2,130.00	-
	36	"	"	7	Ea	FF 100.00		\$ 2,130.00	-
	37	"	"	7	Ea	FF 100.00		\$ 2,130.00	-
	38	"	"	7	Ea	FF 100.00		\$ 2,130.00	-
	39	"	"	7	Ea	FF 100.00		\$ 2,130.00	-
	40	"	"	6	Ea	FF 100.00		\$ 2,130.00	-
	41	Generator Set, 45	"	5	Ea	FF 110.00	FF 1,836.00	\$ 2,130.00	-

LIST OF SUCCESSFUL BIDDERS RESULTING FROM INVITATION
FOR BIDS 91-600-S-67-36

COND'T Page 3

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIGIN OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
Enli Camponi Via Manlio Gelsomini 20 ROMA - Italy	1	Field Telephone Set EES	NOT FRANCE	431	Ea	\$ 2.10	\$ 905.10	\$ 33,618.00	—
De Smet Louis 145, Chaussee de Gand Cape - Belgium	14	Truck, Cargo, 4 ton	"	1	Ea	\$ 619.00	\$ 619.00	19,745.00	—
	19	Truck, Cargo, 10 ton	"	1	Ea	\$ 2,509.00	\$ 2,509.00	13,562.00	—
	20	"	"	1	Ea	\$ 100.00	All or	13,562.00	—
	21	Truck, Prime mover	"	1	Ea	\$ 100.00	None for	13,562.00	—
	22	"	"	1	Ea	\$ 100.00	100.00	13,562.00	—
	23	"	"	1	Ea	\$ 100.00	100.00	13,562.00	—
	24	"	"	1	Ea	\$ 100.00	100.00	13,562.00	—
								13,562.99	—

Tel: BILZAC 54-00
Ext 281

1029 Invitations for Bid were mailed to dealers
42 Bids were received
No Bid was received on items 47 and 52
Item 2 was deleted from sale
Items 42, 43, 44 and 53 were rejected from sale.

9/600-67-11

Page 1 of 4
9 August 1966 (C)US FOREIGN EXCESS SALES OFFICE
32, Rue Marbeuf PARIS 8ème

LIST OF SUCCESSFUL BIDDERS RESULTING FROM I.F.B. # 91-600-67-11, OPENED: 3 August 1966 at 10,00 Hrs First and final:

LOCATIONS:
TOUL, NANCY, DORNES
ROCHEFORT S/MER

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIG. OF GOODS	QTYN.	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
BERNARD LASAR 97, Rue des Jardins PETANGE, Luxembourg	12	AUTOMOBILE, SEDAN	NOT FRENCH	2 Ea	\$ 30.00	\$ 60.00	\$ 24,244.00	F-U
SOUTHEASTERN EQUIP. CO. INC. 3206 Peach Orchard Rd AUGUSTA Georgia U.S.A.	9	TRUCK 2 1/2 ton w/ 3 boxes of accessories	" "	3 Ea	\$ 411.11	\$ 1,233.33	\$ 46,389.00	-
DELOO CHEMIE Statiestraat 32 KEMZENE Belgium	29	LAUNDRY AND DRY CLEANING EQUIPMENT	" "	1 Lot	FF 650.00	FF 650.00	3,909.00	-
BELLAMY GUY 4, Place Grollet ANGOULEME (Charente)	43 46	DRUM, metal, 55 gal. cap. TRUCK, forklift	" "	197 Ea 2 Ea	FF 1.47 FF2,518.00	FF 289.59 FF 5,036.00	1,403.11 8,146.00	F-U
GARAGE DU CONDROZ 78, Rue Neupre NOTHDIJ Belgium	10	TRUCK, UTILITY, 1 1/2 ton	" "	1 Ea	\$ 396.00	\$ 396.00	3,500.00	-
S.A. HOLBRECHT 89, Rue de la Station LEBENEZ Belgium	23 26 28	MISC. GASOLINE ENGINES MISC. WORK SHOP EQUIP. ROAD SWEEPER	" " " " " "	1 Lot 1 Lot 1 Ea	\$ 316.00 \$ 112.00 \$ 21.00	\$ 316.00 \$ 112.00 \$ 21.00	8,116.00 1,354.00 1,211.00	F-U

LOCATIONS:
TOUL, NANCY, DONGES
ROCHFORT S/MER

US FOREIGN EXCESS SALES OFFICE
32, Rue Marbeuf PARIS 8ème

Page 2 of 4

(UNITED)

LIST OF SUCCESSFUL BIDDERS RESULTING FROM I.F.B. # 91-600-8-67-11, OPENED: 3 August 1966 at 10,00 Hrs First and final

9 August 1966 (CONT)

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIG. QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
P. L. BARS Geeldijk 4 VIERENISSE Holland	34	SEMITRAILER, stake, 12 ton	2	Ea	\$ 825.00	\$ 1,650.00	\$ 8,716.00	—
LAURMAN BROS & SON 508 No. Rainbow Dr FOLLYWOOD Florida U.S.A.	11 17 22	TRUCK CARGO, 3 1/2 ton MISC. SHOP EQUIPMENT ENGINE LATHE, FLOOR MOUNTED, 16 in.	1 1 1	Ea Lot Ea	\$ 166.00 \$ 279.00 \$ 127.00	\$ 166.00 \$ 279.00 \$ 127.00	2,656.00 4,313.00 2,188.00	F-U.
PROKA Deefweg 135 HELSINKI Holland	6 7	DISTRIBUTOR, RITUMI- MUS MATERIAL MISC. ATTACHMENTS FOR ROAD CONSTRUCTION EQU	1 1	Ea Lot	\$2,119.00 \$1,019.00	\$ 2,119.00 \$ 1,019.00	14,512.00 3,263.00	— F-U.
T. KIEBOOM halfweg 26 HELSINKI Holland	24	GASOLINE ENGINE	4	Ea	\$ 48.00	\$ 192.00	13,066.00	—
NGIENS ETS PFISTER 88 Ave. de Stalingrad 4 - CHEVILLY LAINE	19 20	GENERATOR SETS GENERATOR SETS	1 1	Lot Lot	FF2150.00 FF1500.00	FF. 2,150.00 FF. 1,500.00	19,052.00 3,043.00	— —

Page 3 of 4

9 August 66 (CONT'D)

First and final

US FOREIGN EXCESS SALES OFFICE
32, Rue Marbeuf PARIS 8ème

3 August 1966, 10,00 Hrs

LOCATIONS :
TOUL, NANCY, DONGES
ROCHEFORT S/MER

LIST OF SUCCESSFUL BIDDERS RESULTING FROM I.F.B. # 91-600-S-67-11 ; OFFERED: 3 August 1966, 10,00 Hrs

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIG. OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
STE MARDEN 121, Ave de St Denis GENEVILLIERS (Seine)	37	CAN, 5 gal. capacity	NOT FRENCH	16620	Ea	FF 0.21	ALL OR NONE	\$ 37,315.00	—
	38	CAN, 5 gal. capacity	"	21540	Ea	FF 0.22	FOR ITEMS 37,	43,145.00	—
	39	CAN, 5 gal. capacity	"	12720	Ea	FF 0.21	38, 39, 40,	24,120.00	—
	40	CAN, 5 gal. capacity	"	17650	Ea	FF 0.21	41 and 44	39,830.00	—
	41	CAN, 5 gal. capacity	"	14680	Ea	FF 0.20	FOR	54,941.25	—
	44	CAN, 5 gal. capacity	"	24421	Ea	FF 0.22	FF 29,560.00		—
ROBERT BAUTIAA POMAREZ (Iardes)	1	ROLLER, ROAD	"	1	Ea	FF 6,550.00	FF 6,550.00	10,116.00	—
	2	DIESEL ENGINE, 4 cyl.	"	1	Ea	FF 510.00	FF 510.00	1565.00	—
	13	TRAILER, CARGO, 2 tons	"	1	Ea	FF 550.00	FF 550.00	3,224.00	—
	21	GENERATOR SET, diesel eng.	"	3	Ea	FF 236.67	FF 3,710.00	9,749.00	—
	27	MISC. HOUSEHOLD EQUIP.	"	1	Lot	FF 260.00	FF 260.00	5,749.00	—
S.A.R.L. SCHWAB & CIE 6, Rue Diderot l'Inquex REIMS (Marne)	32	MISC. TRAILERS	"	1	Lot	FF 1,200.00	FF 1,200.00	5,868.00	F-U.
	35	ELECTRIC GENERATORS	"	1	Lot	FF 2,881.00	FF 2,881.00	20,295.00	F-U.
	36	AIR COMPRESSOR, gas. eng.	"	2	Ea	FF 1,000.00	FF 8,200.00	24,626.00	F-U.
P.A.S. 168 Ave. de Stalingrad 94 - CHEVILLY LA RUE	25	GASOLINE ENGINE, 6 cyl.	"	2	Ea	FF 550.00	FF 1,100.00	1,104.00	F-U.
	33	TRAILER, 2 wheels, 3/4 ton	"	6	Ea	FF 775.00	FF 4,650.00	40,212.00	—

LOCATIONS:

TOUL, NANCY, DONGES,
ROCHEFORT S/MERUS FOREIGN EXCESS SALES OFFICE
32, Rue Vartbeuf PARIS 8ème

LIST OF SUCCESSFUL BIDDERS RESULTING FROM I.F.B. # 91-600-s-67-11, OPENED: 3 August 1966, 10 00 Hrs
 Page 4 of 4
 9 August 1966 JC
 First and Final

NAME AND ADDRESS	ITEM	SHORT DESCRIPTION	ORIG. OF GOODS	QTY	UNIT	UNIT PRICE	TOTAL PRICE	ACQUISITION COST	CONDITION
M. V. ATRAC Messensestraat 46 HESEN BEMEL Holland	30	TRUCK CARGO, 2 1/2 ton, 6x6	NOT FRENCH	2	Ea	\$ 457.00	\$ 914.00	\$ 11,166.00	F-U.
RECIP AUTO Avenue de Metz VERDON	5 15 16	WHEELED TRACTOR HEATER, duct type HEATING EQUIPMENT	" " "	1 2 1	Ea Ea Lot	FF 178.90 FF 209.45 FF 318.90	FF 178.90 FF 418.90 FF 318.90	1,026.00 1,656.00	- -
DENNIS HENNAU ESNEUX - Belgium	42	LUBRICATING OIL, OE 30	"	80	Drum	\$ 5.00	\$ 400.00	1,936.00	F-U.

15716 - Invitations for Bids were mailed to dealers
 40 - Bids were received
 - No award was made on Items 3 and 45

TEL: BALzac 54-00
 Extension 206

LR
 L. R.
 Sales

