



19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
--	-----------	---

32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
--	--------------------	---------------------------------	--	------------------

38. S/R Account Number	39. S/R Voucher Number	40. Paid By
------------------------	------------------------	-------------

41a. I Certify This Account Is Correct And Proper For Payment	42a. Received By (Print)	
41b. Signature And Title Of Certifying Officer	41c. Date	
	42b. Received At (Location)	
	42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 2 of 70**

**PIIN/SIIN** W15P7T-04-R-J204

**MOD/AMD**

REPRINT

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001

0002

0003

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204 <b>MOD/AMD</b>	<b>Page 3 of 70</b> REPRINT
---------------------------	---	--------------------------------

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
---	---------	--------------------------------	----------

(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Deborah J. Gilligan, (732) 532-5454 or deborah.gilligan@mail.monmouth.army.mil. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM  
CECOM Acquisition Center  
Solicitation Ombudsman  
Attn: Ms. Diane L. Meickle  
AMSEL-ACCS-B  
Fort Monmouth, NJ 07703-5008

2	52.7225	NOTICE TO CONTRACTORS--ELIMINATION OF MILITARY SPECIFICATIONS AND STANDARDS	NOV/1996
---	---------	---	----------

This solicitation contains military specifications and standards. Any suggested alternatives to these (e.g. industry standards, performance specifications or commercial items) should be identified in writing to the contract specialist as soon as possible prior to bid opening or solicitation closing date.

3 DESCRIPTION OF AGREEMENT

The purpose of this procurement is to satisfy current and future multi-service requirements for spare parts which are used to maintain AN/PVS-4, AN/TVS-5, AN/VVS-2, AN/PVS-7, AN/PVS-14, and AN/AVS-6. AN/PVS-4, AN/TVS-5, and AN/VVS-2 are second generation image intensification systems; AN/PVS-7, AN/PVS-14, and AN/AVS-6 are third generation image intensification systems. AN/PVS-4 is a night vision sight used on small caliber weapons (e.g., M4, M16, M60, M240, M249); AN/TVS-5 is a night vision sight used on large caliber weapons (e.g., M2, MK19). AN/VVS-2 is a night vision periscope, available in four different versions, used in vehicles (e.g., M1 Tank, M2/3 BFVS, M109 Howitzer, M113 APC). AN/PVS-7 and AN/PVS-14 are general purpose night vision goggles used for tasks performed on the ground and in vehicles. AN/AVS-6 is a night vision goggle, available in five different versions, used in aircraft (e.g., AH-1, CH-47, OH-58, UH-1, UH-60). This effort will allow for the procurement of thirty (30) different components. Blanket Purchase Agreements (BPAs) shall be awarded to multiple contractors who have submitted technically acceptable proposals for some or all of the components. The Government, during the FY04-FY09 performance period, will compete Call Orders for required items utilizing the qualified source lists.

Performance Specifications: The specification for the Light Interference Filter (LIF), MIL-PRF49257, dated 9 May 1995, contains distribution statement D. That is, distribution is authorized to the Department of Defense and U.S. DoD Contractors only. Also, a portion of the performance specification is classified "Secret". As such, all offerors must possess a "Secret" Security Clearance to participate in the acquisition of the LIF. Therefore, to obtain a copy of the Performance Specification, contact the Contracting Officer and/or the Contract Specialist with your in the clear company address, a list of the documents requested, Cage code, Security Manager Point of Contact information with title, e-mail address and telephone number. Once your company has been verified as a DoD Contractor possessing a "Secret" clearance, the documents will follow either electronically or via the United States Postal Service.

Extent of Obligation: This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made under the BPA by Call Order.

Purchase Limitation: Individual Call Orders shall not exceed \$5,000,000.00.

Individuals Authorized to place Call Orders under the BPA:

US Army, CECOM Acquisition Center, Contracting Officers

Annual Review: The Contracting Officer shall review the BPA annually and update as necessary. Changes in market conditions, sources of supply or other pertinent factors may warrant making new arrangements with different suppliers or modifying the existing agreement.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

Period of Performance: It is anticipated Call Orders will be placed against this BPA for a period of five (5) years commencing on date of award of the BPA.

Delivery: Delivery will be in accordance with the individual Call Orders issued under this BPA and the lead times and delivery rates delineated below.

Competition Procedures: See Section H-9, Competition Procedures and H-10, Call Order Placement.

Contractor requests to be placed on the qualified list and will be authorized only to participate in competition for the following checked items:

NSN	Item	First Delivery	First Delivery	Delivery Rate
		With First Article Testing	Without First Article Testing	
___6650-01-476-2358	Binocular Subassembly	N/A	4 months ARO	20 per month
___6130-01-476-0943	Power Pack Assembly	8 months ARO	5 months ARO	400 per month
___5855-01-519-4171	Objective Lens Assembly Non-Rotational	9 months ARO	6 months ARO	200 per month
___5855-01-380-5102	Eyepiece Assembly	9 months ARO	6 months ARO	500 per month
___6135-01-447-8948	Case, Battery Assy (Clip-On)	N/A	3 months ARO	300 per month
___5855-01-451-7389	Mount Viewer	N/A	4 months ARO	350 per month
___5855-01-503-4799	MX-10160C High Performance Image Intensifier	10 months ARO	7 months ARO	300 per month
___5855-01-423-1497	MX-10160A Image Intensifier	10 months ARO	7 months ARO	300 per month
___5855-01-381-6036	Pivot & Adjust Assy	N/A	6 months ARO	250 per month
___5855-01-381-6030	Pivot & Adjust Shelf	N/A	6 months ARO	20 per month
___5855-01-379-1410	Light Interference Filter (LIF)	7 months ARO	4 months ARO	2500 per month
___5855-01-151-4230	Mount Assembly	9 months ARO	6 months ARO	75 per month
___6650-01-444-1212	Optical Lens (Objective)	8 months ARO	5 months ARO	75 per month
___6160-01-444-1208	Battery Retainer Cover	8 months ARO	5 months ARO	1500 per month
___5965-01-444-1216	Headset Adapter	8 months ARO	5 months ARO	2000 per month
___5855-01-504-4590	MX-11769 High Performance Image Intensifier	10 months ARO	7 months ARO	200 per month
___5855-01-444-1233	Battery Compartment	8 months ARO	5 months ARO	1000 per month
___5855-01-444-1231	Optical Cell	8 months ARO	5 months ARO	200 per month
___5340-01-446-8588	Weapon Mount	7 months ARO	4 months ARO	500 per month
___5855-01-504-4589	MX-10130 D High Perf. Image Intensifier	10 months ARO	7 months ARO	600 per month
___5855-01-423-0817	Lens Assembly, 3X, MX-11683	9.5 months ARO	6.5 months ARO	600 per month
___5855-01-381-6048	Wired Housing Assembly	7.5 months ARO	4.5 months ARO	800 per month
___5855-01-246-8266	Headmount Assembly	8 months ARO	5 months ARO	2000 per month
___5855-01-246-6810	Rear Cover Assembly	8 months ARO	5 months ARO	700 per month
___5855-01-246-6808	Infrared Collimator	10 months ARO	7 months ARO	100 per month

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 5 of 70</b>
	PIIN/SIIN W15P7T-04-R-J204	MOD/AMD	REPRINT

**Name of Offeror or Contractor:**

___5855-01-246-6807	Objective Mount Assembly	9 months ARO	6 months ARO	500 per month
___5855-01-246-6815	Purge Device	N/A	4 months ARO	25 per month
___5855-01-398-6170	MX-11619 Gen III 25mm Tube & Mag	10 months ARO	7 months ARO	50 per month
___5855-01-027-1554	Gen II 25mm Tube & Mag	10 months ARO	7 months ARO	100 per month
___5855-01-398-6167	MX-11620 Gen III 25 mm	10 months ARO	7 months ARO	100 per month

The Government reserves the right to the tailor post award process to fit the needs of specific requirements.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Solicitation W15P7T-04-R-J204 is hereby amended as follows:

- References in the Statement of Work (SOW) and Document Summary List (DSL) to Drawings and Specification for the MX-10130D/UV tube, the MX-11769/UV tube, and the MX-10160C tube are corrected. Attachment 001 SOW Rev. 2 and Attachment 003 DSL Rev. 2 are included with this amendment.
- The Document Library is updated to include MIL-PRF-49453C, MIL-PRF-A3256363C, and Drawings 3297310- and 3297290-. MIL-PRF-49453B and MIL-PRF-A3256363B are deleted.
- The Proposal Due Date is extended to 28 May 2004.
- All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 002 \*\*\*

Solicitation W15P7T-04-R-J204 is hereby amended as follows:

- The Statement of Work (SOW) is revised to include the NSN for the Objective Lens Assembly Non-Rotational, which was inadvertently change to "TBD" in the last revision.
- The Proposal Due Date is extended to 2 June 2004.
- All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 003 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204 <b>MOD/AMD</b>	<b>Page 6 of 70</b> REPRINT
---------------------------	--	--------------------------------

**Name of Offeror or Contractor:**

SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B IS PROVIDED HERewith FOR INFORMATION PURPOSES ONLY. THIS SOLICITATION IS FOR TECHNICAL PROPOSALS ONLY. NO PRICING IS TO BE SUBMITTED AT THIS TIME. PRICING PROPOSALS WILL BE SOLICITED THROUGH INDIVIDUAL RQUESTS FOR QUOTATIONS (RFQs) AFTER AWARD OF BPAS TO TECHNICALLY QUALIFIED OFFERORS.

\*\*\* END OF NARRATIVE B 001 \*\*\*



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p>PACKAGING/PACKING SHALL BE IAW STANDARD PRACTICE FOR COMMERCIAL PACKAGING (ASTM D 3951-98) UNLESS OTHERWISE STATED IN THE RFQ.</p> <p>SEE SECTION D AND PARAGRAPH 3.1 OF THE STATEMENT OF WORK (SECTION J, ATTACMENT 001).</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p>				
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>FIRST ARTICLE</u></p> <p>NOUN: FIRST ARTICLE</p> <p>FIRST ARTICLE REQUIREMENT IAW PARAGRAPH 3.5 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT 001) AND CLAUSE I-40 OF THIS DOCUMENT (FAR 52.209-3).</p> <p>THE FOLLOWING COMPONENTS WILL REQUIRE FIRST ARTICLE (SLIN 0002AA), FIRST ARTICLE QUALIFICATION PLAN (SLIN 0002AB), AND FIRST ARTICLE TEST/INSPECTION PLAN (SLIN 0002AC) UNLESS A WAIVER OF FIRST ARTICLE IS OBTAINED BY THE CONTRACTOR IAW CLAUSE K-17, FAR 52.7169:</p> <p>6130-01-476-0943 Power Pack Assembly                      5855-01-519-4171 Objective Lens Assembly,                      Non-Rotational                      5855-01-380-5102 Eyepiece Assembly                      5855-01-503-4799 MX-10160C High Performance                      Image Intensifier                      5855-01-423-1497 MX-10160A Image Intensifier                      5855-01-379-1410 Light Interference Filter (LIF)                      5855-01-151-4230 Mount Assembly</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	6650-01-444-1212 Optical Lens (Objective) 6160-01-444-1208 Battery Retainer Cover 5965-01-444-1216 Headset Adapter 5855-01-504-4590 MX-11769 High Performance Image Intensifier 5855-01-444-1233 Battery Compartment 5855-01-444-1231 Optical Cell 5340-01-446-8588 Weapon Mount 5855-01-504-4589 MX-10130 D High Performance Image Intensifier 5855-01-423-0817 Lens Assembly, 3X, MX-11683 5855-01-381-6048 Wired Housing Assembly 5855-01-246-8266 Headmount Assembly 5855-01-246-6810 Rear Cover Assembly 5855-01-246-6808 Infrared Collimator 5855-01-246-6807 Objective Mount Assembly 5855-01-398-6170 MX-11619 Gen III 25mm Tube & Mag 5855-01-027-1554 Gen II 25mm Tube & Mag 5855-01-398-6167 MX-11620 Gen III 25 mm  (End of narrative B001)  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE SECTION J  FABRICATION OF FIRST ARTICLE - INCLUDE UNDER THIS SLIN ALL CHARGES FOR LABOR AND MATERIALS AND OTHER COSTS ALLOCABLE TO THE FABRICATION OF FIRST ARTICLE UNITS IAW SOW PARAGRAPH 3.5 (SECTION J, ATTACHMENT 001). FOR UNITS THAT WILL BE DELIVERED AS PART OF THE PRODUCTION QUANTITY, ONLY INCLUDE COSTS OVER AND ABOVE THE COSTS COVERED BY SLIN 0001AA. INCLUDE COSTS OF REFURBISHMENT THAT MAY BE REQUIRED AFTER TESTING, FOR ACCEPTANCE AS PRODUCTION QUANTITY.  (End of narrative C001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin Government Approval/Disapproval Days: 30  SUBJECT TO APPROVAL OF FIRST ARTICLE TEST REPORT, SLIN 0002AC BELOW.  (End of narrative E001)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>DISPOSITION/DELIVERY OF TESTED UNITS SHALL BE                      IAW THE DISPOSITION INSTRUCTIONS CONTAINED IN                      THE SOW, PARAGRAPH 3.5.9 (SECTION J,                      ATTACHMENT 001).</p> <p>(End of narrative F001)</p>				
0002AB	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE QUAL. PLAN</p> <p>FIRST ARTICLE QUALIFICATION TEST PLAN IAW PARAGRAPH                      3.5 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT                      001) AND EXHIBIT B.</p> <p>ALL COMPONENTS LISTED UNDER SLIN 0002AA FIRST                      ARTICLE WILL REQUIRE A FIRST ARTICLE QUALIFICATION                      PLAN UNLESS A WAIVER OF FIRST ARTICLE IS OBTAINED                      BY THE CONTRACTOR IAW CLAUSE K-17, FAR 52.7169.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SEE SECTION J</p> <p>SAMPLE SIZE FOR FIRST ARTICLE TESTING AND                      DATE OF FAT REPORT SUBMISSION FOR EACH                      COMPONENT IS ITEMIZED IN A TABLE AT PARAGRAPH                      3.5.2 OF THE STATEMENT OF WORK (SECTION J,                      ATTACHMENT 001).</p> <p>(End of narrative C001)</p>	1	EA	\$ _____	\$ _____





Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FIRST ARTICLE TEST REPORT SHALL BE SENT ELECTRONICALLY TO THE FOLLOWING RECIPIENT:</p> <p>SUSAN F. WEIR Susan.Weir@us.army.mil</p> <p>USA CECOM LOGISTICS AND READINESS CENTER AMSEL-LC-IEW-N-II (WEIR) BLDG 1201W RITTKO AVE. FORT MONMOUTH, NJ 07703-5000</p> <p>(End of narrative F001)</p>				
0003	SECURITY CLASS: Unclassified				
0003AA	<p><u>DATA ITEM</u></p> <p>SCIENTIFIC AND TECHNIAL REPORTS: CONFIGURATION CONTROL</p> <p>SCIENTIFIC AND TECHNIAL REPORTS: CONFIGURATION CONTROL IAW PARAGRAPH 3.2 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT 001) AND EXHIBIT A.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE SECTION J</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>CONFIGURATION CONTROL REPORT SHALL BE SENT ELECTRONICALLY TO THE FOLLOWING RECIPIENT:</p> <p>SUSAN F. WEIR Susan.Weir@us.army.mil</p> <p>USA CECOM LOGISTICS AND READINESS CENTER AMSEL-LC-IEW-N-II (WEIR) BLDG 1201W RITTKO AVE. FORT MONMOUTH, NJ 07703-5000</p> <p>(End of narrative F001)</p>		EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECURITY CLASS: Unclassified				
0004AA	<p><u>DATA ITEM</u></p> <p>TEST/INSPECTION REPORT:                      ENVIRONMENTAL RETEST</p> <p>TEST/INSPECTION REPORT: ENVIRONMENTAL RETEST IAW                      PARAGRAPH 3.6 OF THE STATEMENT OF WORK (SECTION J,                      ATTACHMENT 001) AND EXHIBIT D.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SEE SECTION J</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>ENVIRONMENTAL RETEST REPORT SHALL BE SENT                      ELECTRONICALLY TO THE FOLLOWING RECIPIENT:</p> <p>SUSAN F. WEIR                      Susan.Weir@us.army.mil</p> <p>USA CECOM LOGISTICS AND READINESS CENTER                      AMSEL-LC-IEW-N-II (WEIR)                      BLDG 1201W RITTKO AVE.                      FORT MONMOUTH, NJ 07703-5000</p> <p>(End of narrative F001)</p>		EA	\$ ** NSP **	\$ ** NSP **
0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>DATA ITEM</u></p> <p>FAILURE ANALYSIS AND CORRECTIVE ACTION:                      ENVIRONMENTAL TEST FAILURE REPORTING</p> <p>FAILURE ANALYSIS AND CORRECTIVE ACTION:                      ENVIRONMENTAL TEST FAILURE REPORTING IAW PARAGRAPH                      3.6 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT</p>		EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001) AND EXHIBIT E.  (End of narrative B001)  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE SECTION J  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  ENVIRONMENTAL TEST FAILURE REPORT SHALL BE SENT ELECTRONICALLY TO THE FOLLOWING RECIPIENT:  SUSAN F. WEIR Susan.Weir@us.army.mil  USA CECOM LOGISTICS AND READINESS CENTER AMSEL-LC-IEW-N-II (WEIR) BLDG 1201W RITTKO AVE. FORT MONMOUTH, NJ 07703-5000  (End of narrative F001)				
0006	SECURITY CLASS: Unclassified				
0006AA	<u>DATA ITEM</u>  FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT: GROUP D FAILURE REPORTING  FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT: GROUP D FAILURE REPORTING IAW PARAGRAPH 3.7 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT 001) AND EXHIBIT F.  (End of narrative B001)  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE SECTION J  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination		EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>GROUP D FAILURE REPORT SHALL BE SENT ELECTRONICALLY TO THE FOLLOWING RECIPIENT:</p> <p>SUSAN F. WEIR Susan.Weir@us.army.mil</p> <p>USA CECOM LOGISTICS AND READINESS CENTER AMSEL-LC-IEW-N-II (WEIR) BLDG 1201W RITTKO AVE. FORT MONMOUTH, NJ 07703-5000</p> <p>(End of narrative F001)</p>				
0007	SECURITY CLASS: Unclassified				
0007AA	<p><u>DATA ITEM</u></p> <p>TEST/INSPECTION REPORT: GROUP D SAMPLES REPORT</p> <p>TEST/INSPECTION REPORT: GROUP D SAMPLES REPORT IAW PARAGRAPH 3.7 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT 001) AND EXHIBIT G.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE SECTION J</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>GROUP D SAMPLES REPORT SHALL BE SENT ELECTRONICALLY TO THE FOLLOWING RECIPIENT:</p> <p>SUSAN F. WEIR Susan.Weir@us.army.mil</p> <p>USA CECOM LOGISTICS AND READINESS CENTER AMSEL-LC-IEW-N-II (WEIR) BLDG 1201W RITTKO AVE. FORT MONMOUTH, NJ 07703-5000</p> <p>(End of narrative F001)</p>		EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0008	SECURITY CLASS: Unclassified																													
0008AA	<p><u>DATA ITEM</u></p> <p>NOUN: EMITP</p> <p>ELECTROMAGNETIC INTERFERENCE TEST PROCEDURES (EMITP)</p> <p>ELECTROMAGNETIC INTERFERENCE TEST PROCEDURES (EMITP) IAW PARAGRAPH 3.8 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT 001) AND EXHIBIT H.</p> <p>THE FOLLOWING COMPONENTS SHALL BE SUBJECT TO EMITP:</p> <p>5855-01-503-4799 MX-10160C High Performance Image Intensifier                      5855-01-423-1497 MX-10160A Image Intensifier                      5855-01-504-4590 MX-11769 High Performance Image Intensifier                      5855-01-504-4589 MX-10130 D High Performance Image Intensifier                      5855-01-398-6170 MX-11619 Gen III 25mm Tube &amp; Mag                      5855-01-398-6167 MX-11620 Gen III 25 mm</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SEE SECTION J</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u>    <u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>	001				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	SEE DD FORM 1423			1	EA	\$ ** NSP **	\$ ** NSP **
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>																										
001				3																										
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																												
001	1	SEE DD FORM 1423																												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>ELECTROMAGNETIC INTERFERENCE TEST PROCEDURES SHALL BE SENT ELECTRONICALLY TO THE FOLLOWING RECIPIENT:</p> <p>SUSAN F. WEIR                      Susan.Weir@us.army.mil</p> <p>USA CECOM LOGISTICS AND READINESS CENTER                      AMSEL-LC-IEW-N-II (WEIR)                      BLDG 1201W RITTKO AVE.                      FORT MONMOUTH, NJ 07703-5000</p> <p>(End of narrative F001)</p>				
0009	SECURITY CLASS: Unclassified				
0009AA	<p><u>DATA ITEM</u></p> <p>NOUN: EMITR</p> <p>ELECTROMAGNETIC INTERFERENCE TEST REPORT (EMITR)</p> <p>ELECTROMAGNETIC INTERFERENCE TEST REPORT (EMITR) IAW PARAGRAPH 3.8 OF THE STATEMENT OF WORK (SECTION J, ATTACHMENT 001) AND EXHIBIT I.</p> <p>ALL COMPONENTS LISTED IN SLIN 0008AA REQUIRE AN EMITR.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SEE SECTION J</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p>	1	EA	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W15P7T-04-R-J204 MOD/AMD

Page 19 of 70  
 REPRINT

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>001 3</p> <p>DEL REL CD      QUANTITY      DEL DATE</p> <p>001                      1                      SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>ELECTROMAGNETIC INTERFERENCE TEST REPORTS                      SHALL BE SENT ELECTRONICALLY TO THE FOLLOWING                      RECIPIENT:</p> <p>SUSAN F. WEIR                      Susan.Weir@us.army.mil</p> <p>USA CECOM LOGISTICS AND READINESS CENTER                      AMSEL-LC-IEW-N-II (WEIR)                      BLDG 1201W RITTKO AVE.                      FORT MONMOUTH, NJ 07703-5000</p> <p>(End of narrative F001)</p>				

**CONTINUATION SHEET****Reference No. of Document Being Continued**Page 20 of 70  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
-----------------	-------	------

1	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999
---	---------	---	----------

1. The Document Summary List (DSL) (Attachment Nr 003) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

3. The Document Summary List is presented in the following format:

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME (CONTRACT REFERENCE)	DOCUMENT TITLE	DOCUMENT DATE	DOCUMENT CATEGORY
---------------------------------------	----------------	---------------	-------------------

APPLICABLE TAILORING

(SEE ATTACHMENT 003 DOCUMENT SUMMARY LIST)

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated N/A and DODISS Supplement dated N/A or Acquisition Management Systems and Data Requirements Control List (AMS DL) (DoD 5010.12-L) dated N/A . When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.

b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMS DL. Obtain these documents from:

**Name of Offeror or Contractor:**

DODSSP  
Building 4/Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

**Name of Offeror or Contractor:**

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

## DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

( X ) date of contract award.

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 23 of 70**  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.7026	CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS--METHOD OF TRANSMISSION	NOV/1996
---	---------	---	----------

(a) Materiel will be packed to conceal it properly and to avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION APPEAR ON EXTERNAL MARKINGS (EXTERIOR CONTAINERS). (See Chapter 4 of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

(b) Documents will be enclosed in two opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be addressed, return addressed, and sealed. The classification of the documents being transmitted will be clearly marked on the front and back of the inner container. The classified documents will be protected from direct contact with the inner cover by a cover sheet or by folding inward. For SECRET documents, a receipt form identifying the addresser, addressee, and documents will be enclosed in the inner envelope. CONFIDENTIAL documents will be covered by a receipt only when the sender deems it necessary. The inner envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope should not be detectable. The outer envelope will be addressed, return addressed, and sealed. NO CLASSIFICATION MARKINGS WILL APPEAR ON THE OUTER ENVELOPE OR COVER. (See Chapter 5, Section 4, of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

(End of clause)

2	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999
---	---------	--	----------

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

3	52.7047	BAR CODE MARKING	OCT/2001
---	---------	------------------	----------

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

4	52.7048	INSECT INFESTION PREVENTION	SEP/2002
---	---------	-----------------------------	----------

For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

"Nonmanufactured soft and hard wood materials identified as intended for use in the construction of wooden pallets, wood containers, and blocking and bracing shall be Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified, and marked by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001."

For all contracts that require materiel to be packaged by the manufacturer the following applies:

"All wooden pallets, container interior blocking and bracing, and wood containers produced entirely or in part of nonmanufactured

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

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Page 24 of 70**  
REPRINT**Name of Offeror or Contractor:**

species shall be constructed of wood Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified and marked accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001"

(End of Clause)

D-5

SOME SUPPLIES MAY NEED MILITARY PACKAGING DEPENDING ON DESTINATION AND INTENDED USE. PACKAGING REQUIREMENTS FOR THOSE ITEMS WILL BE PROVIDED WITH THE INDIVIDUAL PURCHASE ORDER.

\*\*\* END OF NARRATIVE D 001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 25 of 70**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

REPRINT

**Name of Offeror or Contractor:**

## INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
-------	--------	------	-----------

ISO 9000 or equivalent

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 26 of 70**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

REPRINT

**Name of Offeror or Contractor:**

## DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-34	F.O.B. DESTINATION	NOV/1991
4	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero Percent increase

Zero Percent decrease

This increase or decrease shall apply to all slins in this solicitation.

5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
---	-----------	--	----------

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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

Page 27 of 70

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

REPRINT

**Name of Offeror or Contractor:**

## CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.7025 PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
---	---	----------

1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-  
(City, County, State)Packaging and Packing: -2-  
(City, County, State)Shipping Point (at or near): -3-  
(Street Address, City, State, Zip Code)Producing facilities: -4-  
(Owner, Street Address, City, State, Zip Code)Operator: -5-  
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-  
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

2	52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
---	---	----------

Project Designation: -NV Spares Majorbus

Initiating Activity: USA CECOM Logistics and Readiness Center, AMSEL-LC-IEW-NV-II (Weir), Building 1201W, Fort Monmouth, NJ 07703-5000

Controlled Item Report Requirements: N/A

Invoice Address: See cover page of award document

## INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Janet E. Colyard, Contract Specialist

Organization Code: USA CECOM Acquisition Center, AMSEL-AC-CC-RT-F (COL), Building 1208W Rittko Ave., Fort Monmouth, NJ 07703-5008

Telephone Area Code and No.: (732)427-1464

DSN/Autovon No.: 987-1464

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 28 of 70**  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-Address: -10-  
(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

3 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer  
Instructions to Administrative Contracting Officer\*  
Instructions to other Defense Contract Management Command personnel\*  
Instructions to Defense Finance Administration Services  
Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

4 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204 <b>MOD/AMD</b>	<b>Page 29 of 70</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

**CONTINUATION SHEET****Reference No. of Document Being Continued**Page 30 of 70  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

## SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	OCT/2003
2	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
3	252.212-7001	CONTR TERMS & COND REQ'D TO IMPLEMENT STAT/EXEC. ORDERS APPL TO DEFENSE ACQ OF COMM ITEMS	JUN/2004

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

( X ) \_\_\_52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement Clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ( X ) 252.205-7000  
Provision of Information to Cooperative Agreement Holders (DEC 1991)  
(10 U.S.C. 2416).
- ( X ) 252.219-7003  
Small, Small Disadvantaged and Women-Owned Small Business  
Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).
- ( X ) 252.219-7004  
Small, Small Disadvantaged and Women Owned Small Business  
Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- ( X ) 252.225-7001  
Buy American Act and Balance of Payments Program (APR 2003)  
(41 U.S.C. 10a-10d, E.O. 10582).
- ( X ) 252.225-7012  
Preference for Certain Domestic Commodities (FEB 2003)  
(10 U.S.C. 2533a).
- (N/A) 252.225-7014  
Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- (N/A) 252.225-7015  
Restriction on Acquisition of Hand or Measuring Tools (APR 2003)  
(10 U.S.C.2533a).
- ( X ) 252.212-7016  
Restrictions on Acquisition of Ball and Roller Bearings (APR 2003)  
( \_Alternate I)(APR 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61  
and similar sections in subsequent DoD appropriations acts).
- ( X ) 252.225-7021  
Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ( X ) 252.225-7027  
Restriction on Contingent Fees for Foreign Military Sales (APR 2003)  
(22 U.S.C. 2779).
- ( X ) 252.225-7028  
Exclusionary Policies and Practices of Foreign Governments (APR 2003)  
(22 U.S.C. 2755).
- ( X ) 252.225-7036  
Buy American Act--North American Free Trade Agreement Implementation Act--  
Balance of Payments Program (APR 2003) ( \_Alternate I)(APR 2003)  
(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204 <b>MOD/AMD</b>	<b>Page 31 of 70</b> REPRINT
---------------------------	--	---------------------------------

**Name of Offeror or Contractor:**

- (N/A) 252.225-7038  
Restriction on Acquisition of Air Circuit Breakers (APR 2003)  
(10 U.S.C. 2534(a)(3)).
- ( X ) 252.226-7001  
Utilization of Indian Organizations, Indian-Owned Economic Enterprises,  
and Native Hawaiian Small Business Concerns (OCT 2003)  
(Section 8021 of Pub. L. 107-248).
- (N/A) 252.227-7015  
Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (N/A) 252.227-7037  
Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ( X ) 252.232-7003  
Electronic Submission of Payment Requests (MAR 2003)(10 U.S.C. 2227).
- ( X ) 252.243-7002  
Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ( X ) 252.247-7023  
Transportation of Supplies by Sea (MAY 2002) (\_Alternate I) (MAY 2000)  
(\_Alternate II) (MAR 2000) (10 U.S.C. 2631).
- ( X ) 252.247-7024  
Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014  
Preference for Domestic Specialty Metals, Alternate I (APR 2003)  
(10 U.S.C. 2533a).
- 252.247-7023  
Transportation of Supplies by Sea (MAY 2002)(10 U.S.C. 2631)  
(\_ Alternate I)(MAR 2000) (\_ Alternate II)(MAR 2000) (\_ Alternate III)  
(MAY 2002)(10 U.S.C. 2631)
- 252.247-7024  
Notification of Transportation of Supplies by Sea (MAR 2000)  
(10 U.S.C. 2631)

(End of clause)

4      52.6110      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL      JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: Microsoft Office 2000 Products (i.e. Microsoft Word and Excel) and Adobe Acrobat Version 4.0.

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting

**Name of Offeror or Contractor:**

Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Routine Letters
- Requests for Proposals under the contract
- Price Issues (except contractor pricing data)
- Contract Data Requirements List Submittals
- Contract Data Requirements List Comments
- Approvals/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 megabyte)
- Revised Shipping Instructions
- Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

- (i) The Contracting Officer's e-mail address is: [deborah.gilligan@mail1.monmouth.army.mil](mailto:deborah.gilligan@mail1.monmouth.army.mil)
- The Contract Specialist's e-mail address is [janet.colyard@mail1.monmouth.army.mil](mailto:janet.colyard@mail1.monmouth.army.mil)
- The Technical Point of Contact's e-mail address is: [robert.esposito@mail1.monmouth.army.mil](mailto:robert.esposito@mail1.monmouth.army.mil)

(End of clause)

5            52.6115            MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS            APR/1999  
APPENDIX F

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN:AMSEL-AC-CC-RT-F (COL) Fort Monmouth, NJ 07703-5008	1
Commander, US Army CECOM, ATTN:AMSEL-LC-IEW-N-II (Weir) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E( ALE) Fort Monmouth, NJ 07703-5000	1

**Name of Offeror or Contractor:**

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

6            52.212-5            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            JUN/2004  
EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (AUG 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, (JUL 1995) with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

N/A(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)(15 U.S.C. 657a).

X(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

N/A(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

N/A(ii) Alternate I (MAR 1999) of 52.219-5.

N/A(iii) Alternate II (JUNE 1999) of 52.219-5.

N/A(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A(ii) Alternate I (OCT 1995) of 52.219-6.

N/A(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A(ii) Alternate I (OCT 1995) of 52.219-7.

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

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

Page 34 of 70  
REPRINT**Name of Offeror or Contractor:**

- X(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)).
- X(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C. 637(d)(4)).
- N/A(ii) Alternate I (OCT 2001) of 52.219-9.
- N/A(iii) Alternate II (OCT 2001) of 52.219-9.
- N/A(9) 52.219-14, Limitations on Subcontracting (DEC 1996)(15 U.S.C. 637(a)(14)).
- N/A(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- N/A(ii) Alternate I (JUNE 2003) of 52.219-23.
- N/A(11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- N/A(12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- X(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X(16) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).
- X(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2002)(38 U.S.C. 4212).
- X(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).
- X(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
- N/A(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2002)(42 U.S.C. 6962(c)(3)(A)(ii)).
- N/A(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X(21) 52.225-1, Buy American Act--Supplies (JUNE 2003)(41 U.S.C. 10a-10d).
- X(22)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (JUNE 2003)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- X(ii) Alternate I (MAY 2002) of 52.225-3.
- X(iii) Alternate II (MAY 2002) of 52.225-3.
- X(23) 52.225-5, Trade Agreements (JUNE 2003)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X(24) 52.225-13, Restriction on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- N/A(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).
- N/A(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- X(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**CONTINUATION SHEET****Reference No. of Document Being Continued**Page 35 of 70  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

N/A(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

N/A(30) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

X (31) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

N/A(32) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

X (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

N/A(ii) Alternate I (APR 1984)of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

N/A(1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.).

N/A(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

N/A(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

N/A(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

N/A(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204	<b>MOD/AMD</b>	<b>Page 36 of 70</b> REPRINT
---------------------------	---	----------------	---------------------------------

**Name of Offeror or Contractor:**

create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

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

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

7            252.204-7005            ORAL ATTESTATION OF SECURITY RESPONSIBILITIES            NOV/2001

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

8            Prices:

(1) All requirements shall be synopsisized prior to issuing a Request for Quote (RFQ).

(2) All qualified BPA holders will be given an opportunity to submit pricing in response to RFQ and IAW Competition Procedures in Section H-9.

\*\*\* END OF NARRATIVE H 001 \*\*\*

9            Competition Procedures:

(1) All requirements shall be synopsisized.

**Name of Offeror or Contractor:**

- (2) All qualified BPA holders shall be given the opportunity to provide responses to RFQs issued.
- (3) The RFQ notification may be conducted through various media, and the media type will be based on the number of BPA holders, time restraints, and number of items. The various media will include but not be limited to Reverse Auction, E-mail, IBOP, telephone, and fax.
- (4) All quotation responses shall be submitted via the IBOP. The minimum amount of time for responses shall be 48 hours.
- (5) The competition will be based on price. The method of competition used shall be addressed in the RFQ.
- (6) The Government reserves the right to award more than one Call Order per RFQ based on customer need.
- (7) In the case that a sole offer is received for any of the items, the award(s) may be made as ID/IQ contract(s) instead of BPAs.

\*\*\* END OF NARRATIVE H 002 \*\*\*

10 Call Order Placement:

- (1) No Call Order shall be placed over \$5,000,000.00.
- (2) All terms and conditions of the BPA apply to the Call Orders.

\*\*\* END OF NARRATIVE H 003 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.202-1	DEFINITIONS	JUN/2004
2	52.203-3	GRATUITIES	APR/1984
3	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
4	52.204-2	SECURITY REQUIREMENTS	AUG/1996
5	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
6	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
8	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
9	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
10	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
11	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
12	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
13	52.227-03	PATENT INDEMNITY	APR/1984
14	52.227-09	REFUND OF ROYALTIES	APR/1984
15	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
16	52.227-13	PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT	JAN/1997
17	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
18	52.232-01	PAYMENTS	APR/1984
19	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
20	52.232-11	EXTRAS	APR/1984
21	52.232-17	INTEREST	JUN/1996
22	52.233-3	PROTEST AFTER AWARD	AUG/1996
23	52.242-13	BANKRUPTCY	JUL/1995
24	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
25		*** THIS REFERENCE (IA0197) IS NO LONGER VALID ***	
26	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
27	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
28	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
29	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
30	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
31	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
32	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
33	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
34	252.227-7032	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)	JUN/1975
35	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY Reserved and Removed per DCN 20040608 06/09/04	JAN/1997
36	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
37	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
38	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
39	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
40	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97) AND ALT II(SEP89)	SEP/1989

(a) The Contractor shall test (SEE PARAGRAPH 3.5.2 OF SOW) unit(s) of Lot/Item No. 1 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within (SEE DD FORM 1423 FOR DI-NDTI-80809 - FAT REPORT, BLOCK 12) calendar days from the date of this contract to (SEE DD FORM 1423 FOR DI-NDTI-80809 - FAT REPORT, BLOCK 14) marked 'FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_.' Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204	<b>Page 39 of 70</b> <b>REPRINT</b>
	<b>MOD/AMD</b>	

**Name of Offeror or Contractor:**

contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

41            252.211-7003            UNIQUE ITEM IDENTIFICATION AND VALUATION            JAN/2004

[252.211-7003 Item Identification and Valuation.

As prescribed in 211.274-3, use the following clause:

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

**Name of Offeror or Contractor:**

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

---

**Name of Offeror or Contractor:**

---

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-

(i) All items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
--	------------------


(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall-

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTCl/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier,\*\* consisting of-

**Name of Offeror or Contractor:**

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Quantity shipped.\*

(9) Unit of measure.\*

(10) Governments unit acquisition cost.\*

(11) Ship-to code.

(12) Shipment date.

(13) Contractors CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.\*

(16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of-

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

**CONTINUATION SHEET****Reference No. of Document Being Continued**Page 43 of 70  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)]

42 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

'WARNING: Contains (or manufactured with, if applicable) 1 a substance(s)\* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

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

(End of clause)

43 52.243-07 NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

**CONTINUATION SHEET****Reference No. of Document Being Continued**Page 44 of 70  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

44

52.252-02

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Clause)

45

252.232-7003

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

JAN/2004

(a) Definitions. As used in this clause-

**Name of Offeror or Contractor:**

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 46 of 70**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

REPRINT

**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DI-MISC-80711A - SCIENTIFIC AND TECHNICAL REPORTS - CONFIGURATION CONTROL	08-AUG-2003	001	
Exhibit B	DI-NDTI-81307 - FIRST ARTICLE QUALIFICATION TEST PLAN	08-AUG-2003	001	
Exhibit C	DI-NDTI-80809B - TEST/INSPECTION REPORT - FIRST ARTICLE TEST REPORT	08-AUG-2003	001	
Exhibit D	DI-NDTI-80809B - TEST/INSPECTION REPORT - ENVIRONMENTAL RETEST	08-AUG-2003	001	
Exhibit E	DI-RELI-81315 - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT - ENVIRONMENTAL TEST FAILURE REPORTING	08-AUG-2003	001	
Exhibit F	DI-RELI-81315 - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT - GROUP D FAILURE REPORTING	08-AUG-2003	001	
Exhibit G	DI-NDTI-80809B - TEST/INSPECTION REPORT - GROUP D SAMPLES REPORT	08-AUG-2003	001	
Exhibit H	DI-EMCS-80201B - ELECTROMAGNETIC INTERFERENCE TEST PROCEDURES (EMITP)	08-AUG-2003	001	
Exhibit I	DI-EMCS-80200B - ELECTROMAGNETIC INTERFERENCE TEST REPORT (EMITR)	08-AUG-2003	001	
Attachment 001	STATEMENT OF WORK (SOW), REV 3	26-MAY-2004	028	
Attachment 002	LIST OF CDRLS		001	
Attachment 003	DOCUMENT SUMMARY LIST (DSL), REV 2	20-MAY-2004	005	
Attachment 004	DD254 CONTRACT SECURITY CLASSIFICATION SPECIFICATION	21-APR-2004	005	

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

Page 47 of 70

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

REPRINT

**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ 333314.

(2) The small business size standard is \_\_\_500 EMPLOYEES.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

**Name of Offeror or Contractor:**

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

6 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES

AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

---

---

---

---

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or

**Name of Offeror or Contractor:**

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \* has not \*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

8

52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS

MAY/2004

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38

**Name of Offeror or Contractor:**

U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

**Name of Offeror or Contractor:**

(5) Common parent.

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of

**Name of Offeror or Contractor:**

employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \*has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:  
\_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

**Name of Offeror or Contractor:**

(ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act, is included in this solicitation.)

**Name of Offeror or Contractor:**

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act". The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

Line Item No. : \_\_\_\_\_

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation,

**CONTINUATION SHEET****Reference No. of Document Being Continued**Page 56 of 70  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:

Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \* Are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

**Name of Offeror or Contractor:**

false statements, tax evasion, or receiving stolen property; and

(3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

9                    52.215-6                    PLACE OF PERFORMANCE                    OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street  
Address, City, State, County,  
Zip Code)

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Offeror  
or respondent

(End of provision)

10                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that-

(a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, -filed all required compliance reports; and

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 58 of 70**  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of provision)

13 52.227-06 ROYALTY INFORMATION

APR/1984

**Name of Offeror or Contractor:**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

14 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204 <b>MOD/AMD</b>	<b>Page 61 of 70</b> REPRINT
---------------------------	--	---------------------------------

**Name of Offeror or Contractor:** \_\_\_\_\_

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

17                    52.7169                    WAIVER OF FIRST ARTICLE                    APR/1991

a. The Government reserves the right, with respect to offerors who offer products previously accepted or tested by the Government, to waive the requirements for First Article tests. Offerors who offer such products and wish to rely on such previous acceptance or test must furnish, with their offers, evidence that prior Government acceptance or approval is applicable to the product(s) proposed to be furnished hereunder, as follows:

Item \_\_\_\_\_ Contract No. \_\_\_\_\_

b. If First Article approval testing is waived, the First Article requirement, together with all clauses relating to First Article, will be deleted from the resulting contract.

c. Offerors' attention is directed to the delivery schedule(s) for the production quantity SLIN(s). In the event that two schedules are set forth (a delivery schedule with First Article and an earlier delivery schedule without First Article), the contractor will be required to conform to the earlier schedule if the Government elects to exercise its right to waive First Article testing.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 62 of 70**  
REPRINT

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2004
2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
3	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
4	52.211-3	AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS	JUN/1988

All drawings and specifications related to this acquisition (with the exception of the Light Interference Filter) have been posted in a document library, located at <https://abop.monmouth.army.mil/nvmlibrary.nsf> . Vendors desiring access to this library must first obtain certification through the Defense Logistics Information Service (DLIS) as specified in numbered note 8, which reads as follows:

The solicitation document contains information that has been designated as "Militarily Critical Technical Data." Only businesses that have been certified by the Department of Defense, United States/Canada Joint Certification Office, and have a valid requirement may have a copy of the solicitation document. All requests for copies of the solicitation document must include a certified copy of DD Form 2345, Militarily Critical Technical Data Agreement. To obtain certification, contact: Commander, Defense Logistics Information Service (DLIS), ATTN: U.S./Canada Joint Certification Office, 74 Washington Avenue North, Battle Creek, MI 49017-3084 or call the DLIS at (800)-352-3572. The DLIS Unites States/Canada Joint Certification Lookup service is available via the Internet at: <http://www.dlis.dla.mil/ccal/>.

The application form can be downloaded from the DLIS website listed above.

After the vendor has obtained a certified DD2345, he must fax this document to the attention of Deborah Gilligan/Janet Colyard at (732) 427-1349, along with a request for access including vendors IBOP user name, company name, email address, and telephone number.

The vendor will be notified when his user login information has been added to the authorized access list for the library.

Offerors wishing to obtain specifications for the Light Interference Filter (NSN 5855-01-379-1410) must submit a request to the Contracting Officer accompanied by evidence of the appropriate Secret security clearance:

COMMANDER, USA CECOM  
CECOM ACQUISITION CENTER  
ATTN: AMSEL-AC-CC-RT-F (DEBORAH J. GILLIGAN)  
1208W RITTKO AVE.  
FORT MONMOUTH, NJ 07703-5008

TELEPHONE:  
COMMERCIAL: (732) 532-5454  
DSN: 992-5454

EMAIL: [deborah.gilligan@us.army.mil](mailto:deborah.gilligan@us.army.mil)

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
---	-----------	--	----------

Any contract awarded as a result of this solicitation will be ( ) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.

6	52.216-01	TYPE OF CONTRACT	APR/1984
---	-----------	------------------	----------

The Government contemplates award of multiple Blanket Purchase Agreements (BPAs)resulting from this solicitation.

Each Call Order will be placed on a Firm Fixed Price (FFP) basis.

(End of Provision)

7	52.233-2	SERVICE OF PROTEST	AUG/1996
---	----------	--------------------	----------

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from COMMANDER, USA CECOM, CECOM ACQUISITION CENTER, ATTN: AMSEL-AC-CC-RT-F (DEBORAH J. GILLIGAN), BLDG 1208W RITTKO AVE., FORT MONMOUTH, NJ 07703-5008.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

8	52.6230	PRICE HISTORY				SEP/1997
NSN/ Item	Prev. Contr./D.O.#/SLIN	Award Date	Quantity	Unit Price		
6650-01-476-2358	DAAB0702CJ008/ /0005AB	28FEB2003	56	\$ 213		
Binocular Subassembly	DAAB0702CJ008/ /0005AA	10JUL2002	110	213		
6130-01-476-0943	DAAB0702CJ008/ /0009AF	18APR2003	1,250	204		
Power Pack	DAAB0702CJ008/ /0009AE	28FEB2003	56	204		
Assembly	DAAB0702CJ008/ /0009AD	20DEC2002	1,217	204		
	DAAB0702CJ008/ /0009AC	04DEC2002	450	204		
	DAAB0702CJ008/ /0009AA	10JUL2002	62	204		
	DAAB0702CJ008/ /0009AB	10JUL2002	88	204		
	DAAB0701DN413/0011/0005AA	20MAR2002	360	194		
	DAAB0701DN413/0011/0005AA	20MAR2002	240	289		
5855-01-519-4171	NO SPARES PRICE HISTORY					
Objective Lens Assembly Non-Rotational						
5855-01-380-5102	DAAB0702CJ008/ /0008AB	18APR2003	1,000	140		
Eyepiece Assembly	DAAB0702CJ008/ /0008AA	20DEC2002	2,047	140		
6135-01-447-8948	DAAB0702CJ008/ /0013AB	27DEC2002	1,200	54		
Case,	DAAB0702CJ008/ /0027AB	27DEC2002	1,200	54		
Battery Assy	DAAB0702CJ008/ /0041AB	27DEC2002	2,100	54		
(Clip-On)	DAAB0702CJ008/ /0054AA	27DEC2002	216	54		
	DAAB0702CJ008/ /0041AA	04DEC2002	600	54		
	DAAB0702CJ008/ /0027AA	04DEC2002	1,500	54		
	DAAB0702CJ008/ /0013AA	04DEC2002	1,500	54		
	DAAB0701DN413/0011/0008AA	20MAR2002	360	101		
	DAAB0701DN414/0011/0008AA	20MAR2002	240	62		
5855-01-451-7389	DAAB0702CJ008/ /0014AB	18APR2003	1,725	222		
Mount Viewer	DAAB0702CJ008/ /0014AA	04DEC2002	100	222		
	DAAB0701DN414/0011/0007AA	20MAR2002	80	192		
	DAAB0701DN413/0011/0007AA	20MAR2002	120	285		
5855-01-503-4799	DAAB0702CJ008/ /0004AA	28FEB2003	9	1,920		
MX-10160C High Performance Image Intensifier	DAAB0702CJ008/ /0004AB	28FEB2003	9	1,920		
5855-01-423-1497	DAAB0701DN413/0009/0002AA	05DEC2001	803	1,774		
MX-10160A Image Intensifier	DAAB0701DN414/0009/0004AA	05DEC2001	535	2,008		
5855-01-381-6036	DAAB0702CJ008/ /0010AB	18APR2003	500	153		
Pivot &	DAAB0702CJ008/ /0010AA	20DEC2002	750	153		
Adjust Assy	DAAB0701DN414/0011/0006AA	20MAR2002	280	158		
	DAAB0701DN413/0011/0006AA	20MAR2002	420	277		

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

**Name of Offeror or Contractor:**

5855-01-381-6030	DAAB0702CJ008/ /0011AA	04DEC2002	100	145
Pivot & Adjust Shelf				
5855-01-379-1410	DAAB0701DN413/0021/0008AA	13DEC2002	4,200	87
Light	DAAB0701DN414/0021/0008AA	13DEC2002	2,800	76
Interference	DAAB0701DN413/0020/0007AA	03DEC2002	5,987	87
Filter (LIF)	DAAB0701DN414/0020/0007AA	03DEC2002	3,991	76
	DAAB0701DN414/0019/0006AA	27NOV2002	2,920	76
	DAAB0701DN413/0019/0006AA	27NOV2002	4,380	87
	DAAB0701DN414/0016/0005AA	23OCT2002	2,400	87
	DAAB0701DN413/0016/0005AA	23OCT2002	1,600	76
	DAAB0701DN414/0013/0002AA	16JUL2002	1,200	76
	DAAB0701DN413/0013/0002AA	16JUL2002	1,800	87
	DAAB0701DN413/0011/0003AA	20MAR2002	2,703	87
	DAAB0701DN414/0011/0003AA	20MAR2002	1,800	76
5855-01-151-4230	DAAB0701DN413/0021/0003AA	13DEC2002	300	302
Mount	DAAB0701DN414/0021/0003AA	13DEC2002	200	322
Assembly	DAAB0702CJ008/ /0012AA	04DEC2002	500	222
	DAAB0702CJ008/ /0026AA	04DEC2002	350	222
6650-01-444-1212	DAAB0798CJ418/ /0020AC	29SEP2000	91	177
Optical Lens (Objective)				
6160-01-444-1208	DAAB0701DN410/0011/0001AA	13DEC2002	3,600	13
Battery	DAAB0701DN411/0011/0001AA	13DEC2002	2,400	20
Retainer	DAAB0701DN411/0009/0003AA	20NOV2002	9,440	20
Cover	DAAB0701DN410/0009/0003AA	20NOV2002	14,160	13
	DAAB0701DN410/0008/0002AA	25OCT2002	8,620	13
	DAAB0701DN411/0008/0002AA	25OCT2002	5,746	20
5965-01-444-1216	DAAB0701DN410/0011/0004AA	13DEC2002	6,000	39
Headset	DAAB0701DN411/0011/0004AA	13DEC2002	4,000	34
Adapter	DAAB0701DN411/0010/0003AA	27NOV2002	2,443	34
	DAAB0701DN410/0010/0003AA	27NOV2002	3,664	39
	DAAB0701DN410/0009/0006AA	20NOV2002	7,463	39
	DAAB0701DN411/0009/0006AA	20NOV2002	4,975	34
	DAAB0701DN411/0006/0002AA	16JUL2002	3,762	34
	DAAB0701DN410/0006/0002AA	16JUL2002	5,643	39
	DAAB0701DN410/0005/0001AA	18MAR2002	1,410	40
	DAAB0701DN411/0005/0001AA	18MAR2002	940	34
5855-01-504-4590	DAAB0702CJ010/ /0005AA	30JAN2003	400	2,005
MX-11769	DAAB0702CJ009/ /0005AA	27JAN2003	600	1,900
High Perf. Image Intensifier				
5855-01-444-1233	DAAB0701DN410/0011/0005AA	13DEC2002	3,600	130
Battery	DAAB0701DN411/0011/0005AA	13DEC2002	2,400	72
Compartment	DAAB0701DN410/0010/0002AA	27NOV2002	2,515	130
	DAAB0701DN411/0010/0002AA	27NOV2002	1,677	72
	DAAB0701DN410/0009/0007AA	20NOV2002	4,139	130
	DAAB0701DN411/0009/0007AA	20NOV2002	2,760	72
	DAAB0701DN411/0008/0001AA	25OCT2002	3,271	72
	DAAB0701DN410/0008/0001AA	25OCT2002	4,906	130
	DAAB0701DN410/0005/0003AA	18MAR2002	720	130
	DAAB0701DN411/0005/0003AA	18MAR2002	480	72
5855-01-444-1231	DAAB0701DN410/0012/0001AA	08APR2003	300	33
Optical Cell	DAAB0701DN411/0012/0001AA	08APR2003	200	40

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 65 of 70

PIIN/SIIN W15P7T-04-R-J204

MOD/AMD

REPRINT

## Name of Offeror or Contractor:

5340-01-446-8588	DAAB0701DN410/0011/0006AA	13DEC2002	1,800	43
Weapon Mount	DAAB0701DN411/0011/0006AA	13DEC2002	1,200	61
	DAAB0701DN410/0010/0004AA	27NOV2002	1,061	43
	DAAB0701DN411/0010/0004AA	27NOV2002	708	61
	DAAB0701DN411/0009/0001AA	20NOV2002	1,723	61
	DAAB0701DN410/0009/0001AA	20NOV2002	2,584	43
	DAAB0701DN410/0005/0002AA	18MAR2002	1,080	43
	DAAB0701DN411/0005/0002AA	18MAR2002	720	61
5855-01-504-4589	DAAB0702CJ010/ /0004AA	30JAN2003	400	1,947
MX-10130 D	DAAB0702CJ009/ /0004AB	27JAN2003	600	1,847
High Perf. Image Intensifier				
5855-01-423-0817	DAAB0701DN413/0021/0006AA	13DEC2002	3,750	363
Lens Assembly,	DAAB0701DN414/0021/0006AA	13DEC2002	2,500	353
3X, MX-11683	DAAB0701DN413/0019/0005AA	27NOV2002	3,076	363
	DAAB0701DN414/0019/0005AA	27NOV2002	2,050	353
	DAAB0701DN413/0018/0003AA	22NOV2002	1,750	363
	DAAB0701DN414/0018/0003AA	22NOV2002	1,167	353
	DAAB0701DN414/0015/0001AA	24SEP2002	1,310	353
	DAAB0701DN413/0015/0001AA	24SEP2002	1,964	363
	DAAB0701DN413/0011/0002AA	20MAR2002	621	363
	DAAB0701DN413/0011/0009AA	20MAR2002	636	363
	DAAB0701DN414/0011/0002AA	20MAR2002	422	353
	DAAB0701DN413/0011/0009AA	20MAR2002	424	353
5855-01-381-6048	DAAB0701DN410/0011/0008AA	13DEC2002	2,297	90
Wired Housing	DAAB0701DN411/0011/0008AA	13DEC2002	1,600	97
Assembly	DAAB0701DN410/0009/0002AA	20NOV2002	9,825	86
	DAAB0701DN411/0009/0002AA	20NOV2002	6,550	97
	DAAB0701DN410/0007/0003AA	24OCT2002	3,158	90
	DAAB0701DN411/0007/0003AA	24OCT2002	2,200	97
	DAAB0701DN411/0005/0005AA	18MAR2002	1,770	97
	DAAB0701DN410/0005/0005AA	18MAR2002	2,656	90
5855-01-246-8266	DAAB0701DN410/0012/0002AA	08APR2003	1,200	49
Headmount	DAAB0701DN411/0012/0002AA	08APR2003	800	54
Assembly	DAAB0701DN411/0011/0003AA	13DEC2002	2,800	54
	DAAB0701DN410/0011/0003AA	13DEC2002	4,200	46
	DAAB0701DN410/0010/0006AA	27NOV2002	4,185	46
	DAAB0701DN411/0010/0006AA	27NOV2002	2,790	54
	DAAB0701DN411/0009/0005AA	20NOV2002	4,495	54
	DAAB0701DN410/0009/0005AA	20NOV2002	6,742	46
	DAAB0701DN410/0007/0001AA	24SEP2002	5,702	46
	DAAB0701DN411/0007/0001AA	24SEP2002	3,801	54
	DAAB0701DN411/0005/0004AA	18MAR2002	1,941	54
	DAAB0701DN410/0005/0004AA	18MAR2002	2,912	49
5855-01-246-6810	DAAB0701DN410/0011/0007AA	13DEC2002	2,165	66
Rear Cover	DAAB0701DN411/0011/0007AA	13DEC2002	1,600	68
Assembly	DAAB0701DN410/0009/0004AA	20NOV2002	8,728	59
	DAAB0701DN411/0009/0004AA	20NOV2002	5,818	68
	DAAB0701DN411/0007/0002AA	24SEP2002	2,514	68
	DAAB0701DN410/0007/0002AA	24SEP2002	3,771	59
	DAAB0701DN410/0005/0006AA	18MAR2002	1,402	71
	DAAB0701DN411/0005/0006AA	18MAR2002	935	68
5855-01-246-6808	DAAB0701DN413/0021/0005AA	13DEC2002	240	195
Infrared	DAAB0701DN414/0021/0005AA	13DEC2002	160	182
Collimator	DAAB0701DN414/0020/0003AA	03DEC2002	224	182
	DAAB0701DN413/0020/0003AA	03DEC2002	337	195
	DAAB0701DN413/0017/0002AA	21NOV2002	390	195
	DAAB0701DN414/0017/0002AA	21NOV2002	260	182

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 66 of 70</b>	
	<b>PIIN/SIIN</b> W15P7T-04-R-J204	<b>MOD/AMD</b>	<b>REPRINT</b>	

**Name of Offeror or Contractor:**

	DAAB0701DN414/0011/0004AA	20MAR2002	200	182
	DAAB0701DN413/0011/0004AA	20MAR2002	300	195
5855-01-246-6807	DAAB0798CJ418/ /0384AB	10JAN2003	305	150
Objective Mount	DAAB0798CJ419/ /0387AB	10JAN2003	203	169
Assembly	DAAB0702DN605/0003/0002AA	13DEC2002	2,660	218
	DAAB0702DN605/0002/0001AA	09DEC2002	5,773	218
	DAAB0798CJ419/ /0387AA	24SEP2002	2,441	169
	DAAB0798CJ418/ /0384AA	24SEP2002	2,930	150
	DAAB0702CB620/ /0001AA	10APR2002	2,500	199
5855-01-246-6815	DAAB0798CJ418/ /0006AA	31MAR1999	63	200
Purge Device				
5855-01-398-6170	DAAB0795CJ510/ /0005AA	31JAN1997	861	2,234
MX-11619 Gen III				
25mm Tube & Mag				
5855-01-027-1554	DAAB0799DD791/0013/0001AA	04APR2003	469	2,628
Gen II 25mm	DAAB0799DD791/0012/0001AA	23JAN2003	554	2,628
Tube & Mag	DAAB0799DD791/0011/0001AA	27NOV2002	294	2,628
	DAAB0799DD791/0010/0001AA	26NOV2002	281	2,628
	DAAB0799DD791/0009/0001AA	07NOV2002	422	2,628
	DAAB0799DD791/0008/0001AA	29OCT2002	362	2,628
	DAAB0799DD791/0007/0001AA	27MAR2002	100	2,628
5855-01-398-6167	DAAB0798CJ419/ /0345AA	16AUG2001	40	4,178
MX-11620 Gen III				
25 mm				

The Government provides this data without assuming responsibility for its accuracy or for any conclusions or interpretations which may be drawn from this data. The data are provided solely for informational purposes and should not be relied upon as a basis for preparation of an offer. The solicitation may include more detailed information concerning price history. Therefore, telephone or other request for price history will not be accepted.

9            52.252-01            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil

(End of Provision)

10            52.XXXX            AMC-LEVEL PROTEST PROGRAM            FEB/2004

LM7251            AMC-LEVEL PROTEST PROGRAM            FEB 2004

52.7251

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command

**Name of Offeror or Contractor:**

Office of Command Counsel  
 ATTN: AMCCC-PL  
 9301 Chapek Road  
 Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775  
 Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC).

The CC website address is:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

11            52.7395            COST OF MONEY FOR FACILITIES CAPITAL            SEP/1997

Defense contractors will calculate the cost of money for facilities capital employed in accordance with FAR Part 31. This is an overhead cost that is separately identified for pricing purposes. The contractor will include information regarding existing facilities and new facility investments for evaluation (see FAR 31.205-10(a)(1)). In addition, contractors shall prepare and submit to the Administrative Contracting Officer, Form CASB-CMF (Facilities Capital Cost of Money Factors Computation).

12            PROPOSAL SUBMISSION

1. Administrative Requirements. Proposals shall be submitted via electronic media using Microsoft Office 2000 products (i.e., Microsoft Word and Excel) and Adobe Acrobat version 4.0, in separate files as set forth below. All information pertaining to a particular file shall be confined to that file. The proposal submissions shall be compressed (zipped) into one self-extracting file entitled Proposal.EXE using WinZip version 6.2 or less. Also, the file name shall contain no spaces, i.e., TechnicalVol.Exe. Proposal submissions shall contain no hyperlinks. Proposals shall be submitted in electronic format to the Interactive Business Opportunity Page (IBOP). A copy shall be submitted on Compact Disc (CD) to the Contracting Officer at the address indicated in Block #9 of the SF1449.

FILE	TITLE	COPIES REQUIRED
File I	Technical Overview	Submit via IBOP 1 CD ROM copy to KO
File II	Subfactor A - Specification Compliance	Same as above
File III	Subfactor B - Quality Validation	Same as above
File IV	Subfactor C - Production Capability	Same as above
File V	Subfactor D - Past Performance	Same as above

2. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, a Summary Section and the narrative discussions. Proprietary information shall be clearly marked.

The following shall be included in the narrative discussion:

a. File I - Technical Overview

General description of the offerors overall approach and knowledge producing second and third generation night vision devices/spare parts and support equipment used with night vision devices.

b. File II - Sub-factor (a): Specification compliance

In order to be found acceptable, the offerors shall indicate clearly that he/she intends to fully meet all minimum technical requirements set forth in the Statement of Work (SOW) and applicable performance specifications and drawings.

**Name of Offeror or Contractor:**c. File III - Sub-factor (b): Quality Validation: Quality Validation Plan (QVP)

The Offerors shall provide a detailed narrative indicating the approach (i.e. testing, analysis, demonstration, inspection, etc.) and detailed methods of validation (test conditions, set-up parameters, measurement techniques, etc.) for each requirement in the performance specification(s) related to Production Conformance Testing/Inspection. If test sampling is proposed, the sample size, frequency and pass/fail criteria with appropriate statistical justification shall be provided. The Offerors QVP shall be submitted at time of proposal submission and shall be incorporated into the BPA.

The QVP shall describe the planned approach and schedule associated with formal Production Conformance Testing/Inspection. The approach for each test shall be identified. Unique approaches and Tailored Testing is encouraged; but should be accompanied by rationale supporting the approach.

The QVP shall also discuss the approach to monitoring and controlling production processes to ensure product quality and performance.

d. File IV - Sub-factor (c): Production Capability

The Offeror shall describe their production capability, including the following as a minimum:

(1) A process flow chart depicting, in sequence, all fabrication, assembly, inspection/test, transportation, and storage operations required in the manufacture of the equipment. The chart should differentiate between in-house and outside operations and estimate the time required to perform each operation.

(2) A major event milestone chart depicting all events, which are deemed by the contractor as significant to the successful accomplishment of the terms of the contract.

(3) A personnel requirements chart identifying the personnel required to perform any Purchase Orders issued under the BPA. The chart shall differentiate between administrative, engineering and production personnel. Regarding production personnel, the chart shall further differentiate between each different production work effort (i.e., machinist, assembler, inspector). The chart shall also be accompanied by a brief description of each production work effort.

(4) Discuss capability of accelerating deliveries by amount per month over and above minimum deliveries listed in Section A-3 narrative, Description of Agreement.

e. File V - Sub-factor (d) Past Performance

Offerors shall submit a description of all contracts (prime and major subcontracts in performance during the past three (3) years, which are relevant to the efforts required by this solicitation. This file shall be organized into the following sections:

Section 1 - Contract Descriptions. This section shall include the following information in the following format:

Contractor/Subcontractor place of performance, CAGE Code and DUNS number.

Government contracting activity, address and telephone and fax numbers.

Procuring Contracting Officer's name and telephone and fax numbers and e-mail address.

Governments technical representative/COR name and telephone and fax numbers and e-mail address.

Government contract administration activity and the Administrative Contracting Officer's name, and telephone and fax numbers.

Government contract administration activity's Pre-Award Monitor's name and telephone and fax numbers.

Contract Number.

Contract Type.

Awarded price/cost.

Final, or projected final, price/cost.

Original delivery schedule.

Final, or projected final, delivery schedule.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204 <b>MOD/AMD</b>	<b>Page 69 of 70</b> REPRINT
---------------------------	---	---------------------------------

**Name of Offeror or Contractor:**

Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed describing the objectives achieved and detailing how the effort is similar to the requirements of this solicitation.

For all contracts Offerors shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the Offerors delivered product.

Section 3 - Subcontracts. Offerors shall provide the above-required information for any proposed subcontractor who will perform a significant portion of the effort. This includes all subcontractors who will be providing critical hardware.

Section 4 - New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offerors shall discuss in detail the role performed by such persons in the prior contracts cited.

\*\*\* END OF NARRATIVE L 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-J204 <b>MOD/AMD</b>	<b>Page 70 of 70</b> REPRINT
---------------------------	---	---------------------------------

**Name of Offeror or Contractor:**

EVALUATION FACTORS FOR AWARD

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.7150	EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING)	SEP/1997
---	---------	--	----------

(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.

(b) If the government waives the requirement for First Article Unit(s), test plan(s), testing and test report(s) for eligible offerors, the prices set forth in the SLIN(s) under the First Article CLIN will not be included in the evaluation of their offer, and will not be included in the total contract price of any resultant contract. In addition, all provisions relating to First Article will be deleted from the resulting contract.

(c) Earlier delivery, if required in case of waiver of First Article requirements, shall not be a factor in evaluation for award.

2	52.7300	TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
---	---------	--	----------

a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.

3	EVALUATION	
---	------------	--

A. BASIS FOR AWARD

A Blanket Purchase Agreement (BPA) will be established with each responsible offeror whose proposal is determined to be technically acceptable.

B. FACTOR AND SUBFACTORS TO BE EVALUATED

1. FACTOR I - TECHNICAL

- a) Specification Compliance
- b) Quality Validation
- c) Production Capability
- d) Past Performance

C. TECHNICAL EVALUATION APPROACH

All proposals shall be subject to an evaluation by a team of Government personnel and one contractor from Advanced Design Corporation, who will have access to the Technical portion of the proposals as an advisor to the Government. The evaluation process will consider the extent to which the proposal demonstrates a clear understanding of all technical features involved in meeting the requirements and the extent to which the proposed approach can meet the technical requirements.