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|---|--|--|---|--|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA7 | Page 1 of 99 |
| 2. Contract No. | 3. Solicitation No. W15P7T-04-R-G201 | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued | 6. Requisition/Purchase No. SEE SCHEDULE |
| 7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RT-K FORT MONMOUTH, NJ 07703-5008 | | Code W15P7T | 8. Address Offer To (If Other Than Item 7) | |

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | |
|----------------------------------|---|--|
| 10. For Information Call: | Name BARBARA HANSEN E-mail address: BARBARA.HANSEN@MAIL1.MONMOUTH.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (732)532-4179 |
|----------------------------------|---|--|

11. Table Of Contents

| (X) | Section | Description | Page(s) | (X) | Section | Description | Page(s) |
|------------------------------|---------|---------------------------------------|---------|--|---------|---|---------|
| Part I - The Schedule | | | | Part II - Contract Clauses | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 59 |
| X | B | Supplies or Services and Prices/Costs | 4 | Part III - List Of Documents, Exhibits, And Other Attachments | | | |
| X | C | Description/Specs./Work Statement | 39 | X | J | List of Attachments | 78 |
| X | D | Packaging and Marking | 44 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 46 | X | K | Representations, Certifications, and Other Statements of Offerors | 79 |
| X | F | Deliveries or Performance | 47 | | | | |
| X | G | Contract Administration Data | 48 | X | L | Instr., Conds., and Notices to Offerors | 88 |
| X | H | Special Contract Requirements | 51 | X | M | Evaluation Factors for Award | 96 |

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment 
(See Section I, Clause No. 52.232-8)

| | | | | |
|--|-------------------------|-------------|-------------------------|-------------|
| 14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated: | Amendment Number | Date | Amendment Number | Date |
| | | | | |
| | | | | |

| | | | |
|--|--|----------------------|--|
| 15A. Contractor/Offeror/Quoter | Code | Facility | 16. Name and Title of Person Authorized to Sign Offer (Type or Print) |
| | | | |
| 15B. Telephone Number (Include Area Code) | 15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer | 17. Signature | 18. Offer Date |
| | <input type="checkbox"/> | | |

AWARD (To be completed by Government)

| | | | |
|--|--|---|-------------|
| 19. Accepted As To Items Numbered | 20. Amount | 21. Accounting And Appropriation | |
| 22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | 23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)  | Item | |
| 24. Administered By (If other than Item 7) | Code | 25. Payment Will Be Made By | Code |
| SCD PAS ADP PT | | | |
| 26. Name of Contracting Officer (Type or Print) | 27. United States Of America | 28. Award Date | |
| | _____ (Signature of Contracting Officer) | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

| | | |
|---------------------------|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-G201 MOD/AMD | Page 2 of 99 |
|---------------------------|---|----------------------------|

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

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

| | | | |
|-----|---------|--------------------------------|----------|
| A-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), Mr. Alex J. Matejka, 732-532-4916 or Alex.Matejka@us.army.mil or Alex.Matejka@maill.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

| | | | |
|-----|---------|---|----------|
| A-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.

EXECUTIVE SUMMARY

This Firm Fixed Price (FFP) acquisition will provide for the continuation of the Low Rate Initial Production (LRIP) phase and eventual Full Rate Production (FRP) of the Force XXI Battle Command Brigade and Below (FBCB2) Program. FBCB2 is the Army's digital battle command information system at the Brigade and Below level. FBCB2 provides soldiers and leaders in combat, combat support, and combat service support units at brigade and below with on-the-move, near-real-time Situational Awareness (SA) and Command and Control (C2) information. FBCB2 provides SA and C2 information and functionality down to the squad and platoon level across all Battlefield Functional Areas (BFAs) and provides a means for brigade and battalion commanders to lead when away from their Tactical Operation Centers (TOCs). FBCB2 is a key component of the Army Battle Command System (ABCS) and interfaces with the Ground Command and Control System (GCCS) found in battalion and brigade TOCs.

The FBCB2 V-4 Applique ruggedized computer system consists of a Central Processing Unit (CPU), keyboard unit (KU), display unit (DU), Line Replaceable Unit (LRU) and Removable Hard Disk Drive Cartridge (RHDDC) using FBCB2 software in accordance with Performance Specification for the Force XXI Battlefield Command Brigade and Below (FBCB2) Applique+ V4 Computer System, FBCB2 V4-0001, Version 3.1b, dated 2 October 2003.

PM FBCB2 entered Low Rate Initial Production (LRIP) to ramp up LRIP production capability during 2000 - 2003. The V-4 Applique computer hardware was procured through the software developer Northrop Grumman Mission Systems (formerly TRW), who subcontracted to two manufacturers of computer hardware during the years of 2000 and 2003. The Army has successfully implemented its strategy to bring this technology to the field by providing LRIP FBCB2 Systems to the First Digitized Division. Additional quantities of the LRIP FBCB2 Systems are required and will be acquired under this acquisition. This effort will support requirements as documented in the FBCB2 system Operational Requirements Documents and requirements emanating from current Army guidance for a quantity of up to 11,000 computers, associated spares/accessories and support services for the LRIP/FRP of FBCB2 program. A Sources Sought Notice for Force XXI Battle Command Brigade and Below (FBCB2) V-4 Applique Computer Procurement was posted to the Army Single Face To Industry Interactive Business Opportunities Page under U.S. Army Market Research Opportunities was published on 08 October 2003, and closed on 24 October 2003. As supported by the results of the Army's market research and in accordance with 10 USC 2304(c) (1) / FAR 6.302-1, this effort will be restricted to a limited competition between the two subcontractors who have previously manufactured hardware for the FBCB2 System: L-3 Communications (L-3) Ruggedized Command and Control Solutions, San Diego, California and DRS Tactical Systems, Inc. (DRS), Palm Bay, Florida. A Justification and Approval Document has been staffed and approved in support of this acquisition.

This effort will be a limited competition, best value source selection to: (1) produce and deliver the FBCB2 V-4 Applique ruggedized computer system directly from only one of the current LRIP manufacturers, as a five year Indefinite Delivery Indefinite Quantity (IDIQ)

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 1001 | SECURITY CLASS: Unclassified | | | | |
| 1001AA | <p><u>PERIOD 1 PRICING - PROCESSOR UNIT</u></p> <p>LRU - PROCESSOR UNIT (PU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>DATE OF AWARD THROUGH THE FIRST 12 MONTHS.</p> <p>(End of narrative B002)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7000 _____ ea.</p> <p>(End of narrative B003)</p> | | | | |
| 1002 | SECURITY CLASS: Unclassified | | | | |
| 1002AA | <p><u>PERIOD 1 PRICING - DISPLAY UNIT</u></p> <p>LRU - DISPLAY UNIT (DU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>DATE OF AWARD THROUGH THE FIRST 12 MONTHS.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 1004 | SECURITY CLASS: Unclassified | | | | |
| 1004AA | <p><u>PERIOD 1 PRICING - RHDDC</u></p> <p>LRU - REMOVABLE HARD DISK DRIVE CARTRIDGE (RHDDC) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>DATE OF AWARD THROUGH THE FIRST 12 MONTHS.</p> <p>(End of narrative B003)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea.</p> <p>(End of narrative B004)</p> | | | | |
| 2001 | SECURITY CLASS: Unclassified | | | | |
| 2001AA | <p><u>PERIOD 2 PRICING - PROCESSOR UNIT</u></p> <p>LRU - PROCESSOR UNIT (PU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>MONTHS 13 THROUGH 24.</p> <p>(End of narrative B003)</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 2003AA | <p><u>PERIOD 2 PRICING - KEYBOARD UNIT</u></p> <p>LRU - KEYBOARD UNIT (KU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>MONTHS 13 THROUGH 24.</p> <p>(End of narrative B003)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea.</p> <p>(End of narrative B004)</p> | | | | |
| 2004 | <p>SECURITY CLASS: Unclassified</p> | | | | |
| 2004AA | <p><u>PERIOD 2 PRICING - RHDDC</u></p> <p>LRU - REMOVABLE HARD DISK DRIVE CARTRIDGE (RHDDC) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>MONTHS 13 THROUGH 24.</p> <p>(End of narrative B003)</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B004) | | | | |
| 3004 | SECURITY CLASS: Unclassified | | | | |
| 3004AA | <u>PERIOD 3 PRICING - RHDDC</u> LRU - REMOVABLE HARD DISK DRIVE CARTRIDGE (RHDDC) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION. MONTHS 25 THROUGH 36. (End of narrative B003) Range Qty Range Prices: 1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B004) | | | | |
| 4001 | SECURITY CLASS: Unclassified | | | | |
| 4001AA | <u>PERIOD 4 PRICING - PROCESSOR UNIT</u> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <p>LRU - PROCESSOR UNIT (PU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>MONTHS 37 THROUGH 48.</p> <p>(End of narrative B003)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea.</p> <p>(End of narrative B004)</p> | | | | |
| 4002 | SECURITY CLASS: Unclassified | | | | |
| 4002AA | <p><u>PERIOD 4 PRICING - DISPLAY UNIT</u></p> <p>LRU - DISPLAY UNIT (DU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>MONTHS 37 THROUGH 48.</p> <p>(End of narrative B003)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B004) | | | | |
| 4003 | SECURITY CLASS: Unclassified | | | | |
| 4003AA | <u>PERIOD 4 PRICING - KEYBOARD UNIT</u> LRU - KEYBOARD UNIT (KU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION. MONTHS 37 THROUGH 48. (End of narrative B003) Range Qty Range Prices: 1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B004) | | | | |
| 4004 | SECURITY CLASS: Unclassified | | | | |
| 4004AA | <u>PERIOD 4 PRICING - RHDDC</u> | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-G201 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B004) | | | | |
| 5002 | SECURITY CLASS: Unclassified | | | | |
| 5002AA | <u>PERIOD 5 PRICING - DISPLAY UNIT</u> LRU - DISPLAY UNIT (DU) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION. MONTHS 49 THROUGH 60. (End of narrative B003) Range Qty Range Prices: 1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B004) | | | | |
| 5003 | SECURITY CLASS: Unclassified | | | | |
| 5003AA | <u>PERIOD 5 PRICING - KEYBOARD UNIT</u> LRU - KEYBOARD UNIT (KU) MANUFACTURED IN ACCORDANCE WITH (IAW) | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <p>STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>MONTHS 49 THROUGH 60.</p> <p>(End of narrative B003)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B004)</p> | | | | |
| 5004 | SECURITY CLASS: Unclassified | | | | |
| 5004AA | <p><u>PERIOD 5 PRICING - RHDDC</u></p> <p>LRU - REMOVABLE HARD DISK DRIVE CARTRIDGE (RHDDC) MANUFACTURED IN ACCORDANCE WITH (IAW) STATEMENT OF WORK (SOW) FOR THE PRODUCTION OF COMPUTERS IN SUPPORT OF FBCB2 - SEE ATTACHMENT 001, SECTION J AND, PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE+ V4 COMPUTER SYSTEM - SEE ATTACHMENT 002, SECTION J OF THIS SOLICITATION.</p> <p>MONTHS 49 THROUGH 60.</p> <p>(End of narrative B003)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | 3,001 - 4,000 _____ _ea. 4,001 - 5,000 _____ _ea. 5,001 - 7,000 _____ _ea. (End of narrative B004) | | | | |
| 6001 | SECURITY CLASS: Unclassified | | | | |
| 6001AA | <p><u>FIRST ARTICLE QUAL TEST - FABRICATION & TEST</u></p> <p>FAQT FABRICATION and TESTING.</p> <p>FIRST ARTICLE FABRICATION AND QUALIFICATION TESTING (FAQT) IAW PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE V-4 COMPUTER SYSTEM, PARAG 3.2.6.1 TEMPERATURE, 3.2.6.2 VIBRATION, 3.2.6.3 SHOCK, 3.2.6.4 WATER TIGHTNESS, 3.2.6.5 SOLAR RADIATION, 3.2.6.14 ELECTRO STATIC DISCHARGE (ESD) AND 3.2.6.15 ELECTRO MAGNETIC RADIATION (EMR).</p> <p>Contractor shall perform FAQT in accordance with Government Test Procedures DI-NDTI-80603.</p> <p>APPROVED FIRST ARTICLE UNITS MUST BE DELIVERED AS PART OF THE PRODUCTION QUANTITY CLINS, 1001AA THROUGH 1004AA.</p> <p>SEE SOW and DD1423s for instructions on FIRST ARTICLE TEST PLAN AND TEST REPORT.</p> <p>All charges associated with the conduct of FAQT and rework for first article units that will be delivered as part of the initial production quantity are to be included under this SLIN. Only include costs over and above the costs covered by CLINS 1001AA through 1004AA. Under this Slin include the cost of performing the First Article Tests, as well as costs required for reburishment of Systems that are required for acceptance as part of the initial production quantity. First Article Testing SHALL NOT commence prior to approval of the First Article Test Plan.</p> <p>THIS IS A 5 YEAR IDIQ TYPE CONTRACT. This CLIN SHALL BE USED FOR PRICING Applique V4 System FIRST ARTICLES, TESTING and REFURBISHMENT.</p> <p>PRICING FOR Applique V4 System FIRST ARTICLE Fabrication and Testing Requirement based upon FFP one lot.</p> | 1 LOT | | \$ _____ | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 6001AB | <p>NOTE: The quantity of Production Computer Systems selected for FAQT will be no more than three (3) systems designated for this purpose. FAQT samples shall be randomly selected from the production line and submitted to FAQT. Contractor shall notify the Government thirty days prior to testing.</p> <p>TESTING SHALL ONLY BE PERFORMED ON COMPUTER SYSTEMS THAT HAVE BEEN ORDERED, MANUFACTURED AND ARE TO BE DELIVERED UNDER THIS CONTRACT. TESTING MAY BE CONDUCTED CONCURRENT WITH PRODUCTION DELIVERIES.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>See Section D for appropriate packaging, marking information.</p> <p>(End of narrative D001)</p> <p>Government Approval/Disapproval Days: 30</p> <p><u>FAQT TEST PLANS & PROCEDURES</u></p> <p>FAQT TEST PLANS & PROCEDURES</p> <p>FIRST ARTICLE TEST PLANS & PROCEDURES to support QUALIFICATION TESTING (FAQT) IAW PERFORMANCE SPECIFICATION FOR THE FBCB2 APPLIQUE V-R COMPUTER SYSTEM, PARAG 3.2.6.1 TEMPERATURE, 3.2.6.2 VIBRATION, 3.2.6.3 SHOCK, 3.2.6.4 WATER TIGHTNESS, 3.2.6.5 SOLAR RADIATION, 3.2.6.14 ELECTRO STATIC DISCHARGE (ESD) AND 3.2.6.15 ELECTRO MAGNETIC RADIATION (EMR).</p> <p>SEE SOW PARAGRAPH 3.3.1 AND CDRL DD1423s DOCUMENTS AVAILABLE AT SECTION "J" OF THIS SOLICITATION/CONTRACT.</p> <p>PRICING FOR FIRST ARTICLE TEST PLAN & PROCEDURES IS BASED ON FFP.</p> <p>_____</p> <p>(End of narrative B001)</p> | 1 LOT | | \$ _____ | |
| 6001AC | <p><u>FIRST ARTICLE TEST - RELIABILITY TEST</u></p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| | <p>RELIABILITY TESTING (RT) (OPTION)</p> <p>To demonstrate that the computer system reliability requirements have been achieved. This is an in-plant test. The specifics are described in the FBCB2 V4-001 version 3.1b Performance Specification, paragraph 3.2.4.1c. The RT is to be performed as required and shall be included in the FAQT Procedures. See CDRL P004.</p> <p>Price for Reliability Testing Option is based upon 1 FFP lot.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Marking: For packaging & marking instructions, see Section D and Statement of Work (SOW) 3.1.4.</p> <p>(End of narrative D001)</p> <p>Government Approval/Disapproval Days: 30</p> | 1 LOT | \$ _____ | | |
| 6001AD | <p><u>FIRST ARTICLE QUAL TEST REPORT</u></p> <p>FIRST ARTICLE QUALIFICATION TEST REPORT iaw CDRL P004 DII-NTDI80809B.</p> <p>This REPORT shall document the Results of First Article TESTING IAW STATEMENT OF WORK, PARAGRAPH 3.3.1 F. This report documents THE TESTS NECESSARY TO VALIDATE THE FOLLOWING PARAGRAPHS IN THE PERFORMANCE SPECIFICATION: PARAGRAPHS 3.2.6.1 TEMPERATURE, 3.2.6.2 VIBRATION, 3.2.6.3 SHOCK, 3.2.6.4 WATER TIGHTNESS, 3.2.6.5 SOLAR RADIATION, 3.2.6.14 ELECTRO STATIC DISCHARGE (ESD) AND 3.2.6.15 ELECTROMAGNETIC RADIATION (EMI).</p> <p>FAQT Report is priced FFP based on one lot.</p> <p>(End of narrative B001)</p> | 1 LOT | \$ _____ | | |
| 7001 | SECURITY CLASS: Unclassified | | | | |
| 7001AA | <u>INTEROPERABILITY TEST PROCEDURE</u> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| | <p>INTEROPERABILITY TEST PLAN AND PROCEDURE iaw SOW PARA 3.2.1, AND CDRL P001 DI-NDTI-80603 AND DI-NDTI-80566.</p> <p>CONTRACTOR IS TO PERFORM INTEROPERABILITY TESTING PRIOR TO ANY COMPUTER SYSTEM DELIVERIES EACH CONTRACT YEAR.</p> <p>THIS SLIN IS TO PRICE INTEROPERABILITY TEST PLAN AND PROCEDURE TO BE USED BY THE CONTRACTOR IN PERFORMANCE OF THIS CONTRACT.</p> <p>PRICE IS BASED UPON FFP 1 LOT. _____</p> <p style="text-align: center;">(End of narrative B001)</p> | 1 LOT | | \$ _____ | |
| 7001AB | <p><u>ACCEPTANCE TEST PROCEDURES</u></p> <p>SYSTEM ACCEPTANCE TEST PLAN AND PROCEDUREs IAW SOW PARA 3.2.2 AND CDRL P002 DI-NDTI-80603 FOR THE SYSTEM AND EACH LRU THAT VERIFIES COMPLIANCE WITH THE ACCEPTANCE TEST REQUIREMENTS OUTLINED IN TABLE 4.2-1 OF PERFORMANCE SPEC FBCB2-V4-0001.</p> <p>ACCEPTANCE TEST PLANS AND PROCEDURES ARE TO BE PRICED AS FFP 1 LOT.</p> <p style="text-align: center;">(End of narrative B001)</p> | 1 LOT | | \$ _____ | |
| 7001AC | <p><u>CONTRACT FINANCIAL REPORTING</u></p> <p>CONTRACTOR'S PROGRESS STATUS AND MANAGEMENT REPORT IAW SOW PARA 3.4.5 AND CDRL P005 DI-MGMT-80227.</p> <p>CONTRACTOR SHALL PROVIDE MONTHLY CONTRACT STATUS REPORTS WITH RISK MANAGEMENT AND TECHNOLOGY INSERTION PLAN/STATUS.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | | | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 7001AD | <p><u>CONTRACTOR FINANCIAL REPORTING</u></p> <p>CONTRACT FINANCIAL REPORTING IAW SOW PARA 3.4.6 AND CDRL P006 DI-MGMT-80227. CONTRACTOR SHALL PROVIDE A MONTHLY SUMMARY OF FFP AND T&M FUNDING AND EXPENDITURES.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | | | \$ ** NSP ** | \$ ** NSP ** |
| 7001AE | <p><u>DETAILED DRAWINGS</u></p> <p>SCIENTIFIC AND TECHNICAL REPORTS.</p> <p>DETAILED DRAWINGS IAW SOW PARA 3.5.2.2 AND CDRL P007 DI-MISC-80711.</p> <p>TO BE PRICED AS FFP 1 LOT</p> <p>(End of narrative B001)</p> | 1 LOT | | \$ _____ | |
| 8001 | SECURITY CLASS: Unclassified | | | | |
| 8001AA | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 1 - PROCESSOR UNIT (PU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 8001AB | <p>4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 1 - DISPLAY UNIT (DU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 8001AC | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 1 - KEYBOARD UNIT (KU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 8001AD | <p>3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 1 - REMOVABLE HARD DISK DRIVE CARTRIDGE (RHDDC)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 8001BA | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 2 - PROCESSOR UNIT (PU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B002) | | | | |
| 8001BB | <u>WARRANTY (OPTIONAL)</u> YEAR 2 - DISPLAY UNIT (DU) The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment. (End of narrative B001) | | | | |
| 8001BC | <u>WARRANTY (OPTIONAL)</u> YEAR 2 - KEYBOARD UNIT (KU) The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment. (End of narrative B001) Range Qty Range Prices: 1 - 50 _____ ea. 51 - 500 _____ ea. 501 - 1,000 _____ ea. 1,001 - 1,500 _____ ea. 1,501 - 2,000 _____ ea. 2,001 - 2,500 _____ ea. 2,501 - 3,000 _____ ea. 3,001 - 4,000 _____ ea. 4,001 - 5,000 _____ ea. 5,001 - 7,000 _____ ea. (End of narrative B002) | | | | |
| 8001BD | <u>WARRANTY (OPTIONAL)</u> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <p>YEAR 3 - DISPLAY UNIT (DU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 8001CC | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 3 - KEYBOARD UNIT (KU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 8001CD | <p><u>WARRANTY (OPTIONAL)</u></p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 8001DB | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 4 - DISPLAY UNIT (DU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 8001DC | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 4 - KEYBOARD UNIT (KU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 8001DD | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 4 - REMOVABLE HARD DISK DRIVE CARTRIDGE (RHDDC)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 8001EA | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 5 - PROCESSOR UNIT (PU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 8001EB | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 5 - DISPLAY UNIT (DU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 8001EC | <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 5 - KEYBOARD UNIT (KU)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 8001ED | <p>(End of narrative B002)</p> <p><u>WARRANTY (OPTIONAL)</u></p> <p>YEAR 5 - REMOVABLE HARD DISK DRIVE CARTRIDGE (RHDDC)</p> <p>The Offeror shall provide a warranty of no less than 12 months, commencing after government acceptance of the equipment.</p> <p>(End of narrative B001)</p> <p>Range Qty Range Prices:</p> <p>1 - 50 _____ ea.</p> <p>51 - 500 _____ ea.</p> <p>501 - 1,000 _____ ea.</p> <p>1,001 - 1,500 _____ ea.</p> <p>1,501 - 2,000 _____ ea.</p> <p>2,001 - 2,500 _____ ea.</p> <p>2,501 - 3,000 _____ ea.</p> <p>3,001 - 4,000 _____ ea.</p> <p>4,001 - 5,000 _____ ea.</p> <p>5,001 - 7,000 _____ ea.</p> <p>(End of narrative B002)</p> | | | | |
| 9001 | <p>SECURITY CLASS: Unclassified</p> | | | | |
| 9001AA | <p><u>TIME & MATERIAL SUPPORT SERVICES - YR 1</u></p> <p>Contractor Support Services (Time and Materials). The Contractor shall provide services and materials in accordance with Government issued Task Orders. Task Orders may be issued from time to time to cover the following types of efforts:</p> <p>a. Program and Technical Support Services (e.g. Technology Migration Plans or Studies).</p> <p>b. Technical Representation at meetings, reviews, testing or technical fact-finding events or activities.</p> <p>c. Services and Repair of items in plant and / or a Forward Repair Site. A forward repair site may be established at Fort Hood.</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 9001AB | <p>Services to be provided at the forward repair site include, but are not limited to, screening of turned in items, initial diagnosis, generation of initial estimate or Rough Order of Magnitude (ROM), repair of failed item, or evacuation/shipping as needed to higher repair centers. These services may be required from time to time, as designated by PM-FBCB2, at NTC or deployments</p> <p>d. Deployment services. Setting up a Turn in Point in a deployed military operation such as in the Corps Area of operations (coordinated with the CECOM Logistic Support Element and providing services).</p> <p>e. Additional Turn-In-Points. Basis for establishing TIPS will be determined as production hardware is fielded and data is generated.</p> <p>f. On-Site User Assistance. The Contractor shall be required to provide on-site user support when an unsolvable field problem arises which threatens the operational readiness of the unit. Taskings for support shall be based on direction from PM or the designated PM representative. Travel and living expenses for any off site support that may be required shall require prior Government approval.</p> <p>g. Refurbish, upgrade and perform technology insertion and other services on delivered systems.</p> <p>h Travel. Contractor personnel will travel as directed by the Government in support of the production effort under a Time and Materials Delivery Order. An applicable SOW will be available as part of a separate Delivery Order, if required.</p> <p>i. Interoperability Testing prior to Acceptance. Conduct of Tests set forth in the Interoperability Test Plan and Procedures.</p> <p>j. Support at a Government Test Facility. Tests include High Altitude Electro Magnetic Pulse (HAEMP) and Near-strike lightning, and NBC Survivability and Decontamination.</p> <p>(End of narrative B001)</p> <p><u>TIME & MATERIAL SUPPORT SERVICES - YR 2</u></p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <p>Contractor Support Services (Time and Materials). The Contractor shall provide services and materials in accordance with Government issued Task Orders. Task Orders may be issued from time to time to cover the following types of efforts:</p> <p>a. Program and Technical Support Services (e.g. Technology Migration Plans or Studies).</p> <p>b. Technical Representation at meetings, reviews, testing or technical fact-finding events or activities.</p> <p>c. Services and Repair of items in plant and / or a Forward Repair Site. A forward repair site may be established at Fort Hood. Services to be provided at the forward repair site include, but are not limited to, screening of turned in items, initial diagnosis, generation of initial estimate or Rough Order of Magnitude (ROM), repair of failed item, or evacuation/shipping as needed to higher repair centers. These services may be required from time to time, as designated by PM-FBCB2, at NTC or deployments</p> <p>d. Deployment services. Setting up a Turn in Point in a deployed military operation such as in the Corps Area of operations (coordinated with the CECOM Logistic Support Element and providing services).</p> <p>e. Additional Turn-In-Points. Basis for establishing TIPS will be determined as production hardware is fielded and data is generated.</p> <p>f. On-Site User Assistance. The Contractor shall be required to provide on-site user support when an unsolvable field problem arises which threatens the operational readiness of the unit. Taskings for support shall be based on direction from PM or the designated PM representative. Travel and living expenses for any off site support that may be required shall require prior Government approval.</p> <p>g. Refurbish, upgrade and perform technology insertion and other services on delivered systems.</p> <p>h Travel. Contractor personnel will travel as directed by the Government in support of the production effort under a Time and Materials Delivery Order. An applicable SOW will be available as part of a separate Delivery Order, if required.</p> <p>i. Interoperability Testing prior to Acceptance. Conduct of Tests set forth in the</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 9001AC | <p>Interoperability Test Plan and Procedures.</p> <p>j. Support at a Government Test Facility. Tests include High Altitude Electro Magnetic Pulse (HAEMP) and Near-strike lightning, and NBC Survivability and Decontamination.</p> <p>(End of narrative B001)</p> <p><u>TIME & MATERIAL SUPPORT SERVICES - YR 3</u></p> <p>Contractor Support Services (Time and Materials). The Contractor shall provide services and materials in accordance with Government issued Task Orders. Task Orders may be issued from time to time to cover the following types of efforts:</p> <p>a. Program and Technical Support Services (e.g. Technology Migration Plans or Studies).</p> <p>b. Technical Representation at meetings, reviews, testing or technical fact-finding events or activities.</p> <p>c. Services and Repair of items in plant and / or a Forward Repair Site. A forward repair site may be established at Fort Hood. Services to be provided at the forward repair site include, but are not limited to, screening of turned in items, initial diagnosis, generation of initial estimate or Rough Order of Magnitude (ROM), repair of failed item, or evacuation/shipping as needed to higher repair centers. These services may be required from time to time, as designated by PM-FBCB2, at NTC or deployments</p> <p>d. Deployment services. Setting up a Turn in Point in a deployed military operation such as in the Corps Area of operations (coordinated with the CECOM Logistic Support Element and providing services).</p> <p>e. Additional Turn-In-Points. Basis for establishing TIPS will be determined as production hardware is fielded and data is generated.</p> <p>f. On-Site User Assistance. The Contractor shall be required to provide on-site user support when an unsolvable field problem arises which threatens the operational readiness of the unit. Taskings for support shall be based on direction from PM or the</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 9001AD | <p>designated PM representative. Travel and living expenses for any off site support that may be required shall require prior Government approval.</p> <p>g. Refurbish, upgrade and perform technology insertion and other services on delivered systems.</p> <p>h Travel. Contractor personnel will travel as directed by the Government in support of the production effort under a Time and Materials Delivery Order. An applicable SOW will be available as part of a separate Delivery Order, if required.</p> <p>i. Interoperability Testing prior to Acceptance. Conduct of Tests set forth in the Interoperability Test Plan and Procedures.</p> <p>j. Support at a Government Test Facility. Tests include High Altitude Electro Magnetic Pulse (HAEMP) and Near-strike lightning, and NBC Survivability and Decontamination.</p> <p>(End of narrative B001)</p> <p><u>TIME & MATERIAL SUPPORT SERVICES - YR 4</u></p> <p>Contractor Support Services (Time and Materials). The Contractor shall provide services and materials in accordance with Government issued Task Orders. Task Orders may be issued from time to time to cover the following types of efforts:</p> <p>a. Program and Technical Support Services (e.g. Technology Migration Plans or Studies).</p> <p>b. Technical Representation at meetings, reviews, testing or technical fact-finding events or activities.</p> <p>c. Services and Repair of items in plant and / or a Forward Repair Site. A forward repair site may be established at Fort Hood. Services to be provided at the forward repair site include, but are not limited to, screening of turned in items, initial diagnosis, generation of initial estimate or Rough Order of Magnitude (ROM), repair of failed item, or evacuation/shipping as needed to higher repair centers. These services may be required from time to time, as designated by PM-FBCB2, at NTC or deployments</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 9001AE | <p>d. Deployment services. Setting up a Turn in Point in a deployed military operation such as in the Corps Area of operations (coordinated with the CECOM Logistic Support Element and providing services).</p> <p>e. Additional Turn-In-Points. Basis for establishing TIPS will be determined as production hardware is fielded and data is generated.</p> <p>f. On-Site User Assistance. The Contractor shall be required to provide on-site user support when an unsolvable field problem arises which threatens the operational readiness of the unit. Taskings for support shall be based on direction from PM or the designated PM representative. Travel and living expenses for any off site support that may be required shall require prior Government approval.</p> <p>g. Refurbish, upgrade and perform technology insertion and other services on delivered systems.</p> <p>h Travel. Contractor personnel will travel as directed by the Government in support of the production effort under a Time and Materials Delivery Order. An applicable SOW will be available as part of a separate Delivery Order, if required.</p> <p>i. Interoperability Testing prior to Acceptance. Conduct of Tests set forth in the Interoperability Test Plan and Procedures.</p> <p>j. Support at a Government Test Facility. Tests include High Altitude Electro Magnetic Pulse (HAEMP) and Near-strike lightning, and NBC Survivability and Decontamination.</p> <p>(End of narrative B001)</p> <p><u>TIME & MATERIAL SUPPORT SERVICES - YR 5</u></p> <p>Contractor Support Services (Time and Materials). The Contractor shall provide services and materials in accordance with Government issued Task Orders. Task Orders may be issued from time to time to cover the following types of efforts:</p> <p>a. Program and Technical Support Services</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <p>(e.g. Technology Migration Plans or Studies).</p> <p>b. Technical Representation at meetings, reviews, testing or technical fact-finding events or activities.</p> <p>c. Services and Repair of items in plant and / or a Forward Repair Site. A forward repair site may be established at Fort Hood. Services to be provided at the forward repair site include, but are not limited to, screening of turned in items, initial diagnosis, generation of initial estimate or Rough Order of Magnitude (ROM), repair of failed item, or evacuation/shipping as needed to higher repair centers. These services may be required from time to time, as designated by PM-FBCB2, at NTC or deployments</p> <p>d. Deployment services. Setting up a Turn in Point in a deployed military operation such as in the Corps Area of operations (coordinated with the CECOM Logistic Support Element and providing services).</p> <p>e. Additional Turn-In-Points. Basis for establishing TIPS will be determined as production hardware is fielded and data is generated.</p> <p>f. On-Site User Assistance. The Contractor shall be required to provide on-site user support when an unsolvable field problem arises which threatens the operational readiness of the unit. Taskings for support shall be based on direction from PM or the designated PM representative. Travel and living expenses for any off site support that may be required shall require prior Government approval.</p> <p>g. Refurbish, upgrade and perform technology insertion and other services on delivered systems.</p> <p>h Travel. Contractor personnel will travel as directed by the Government in support of the production effort under a Time and Materials Delivery Order. An applicable SOW will be available as part of a separate Delivery Order, if required.</p> <p>i. Interoperability Testing prior to Acceptance. Conduct of Tests set forth in the Interoperability Test Plan and Procedures.</p> <p>j. Support at a Government Test Facility. Tests include High Altitude Electro Magnetic Pulse (HAEMP) and Near-strike lightning, and NBC Survivability and Decontamination.</p> | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W15P7T-04-R-G201 **MOD/AMD**

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--------------------------|-----------------|-------------|-------------------|---------------|
| | (End of narrative B001) | | | | |

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-G201 | Page 39 of 99 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|--|-------------|
| C-1 | 52.6900 ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK) | SEP/2003 |
| <p>1. The documents listed as Attachments in this solicitation/contract are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.</p> <p>2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 001 through 007 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 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).</p> <p>3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 006. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless explicitly stated elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available online at http://astimage.daps.dla.mil/online/new/. After login to ASSIST-Online click on DIDS in the left frame menu to access the Data Item descriptions; then click on the DIDS browser. When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.</p> <p>4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated [Most current on-line version], and Supplements to the DoDISS. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO), Mr. Alex Matejka 732-532-4916, or Contract Specialist, Ms. Barbara Hansen 732-532-4179, of any conflicts or misunderstandings between this provision and other contractual requirements.</p> <p>5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:</p> <p style="margin-left: 40px;">a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:</p> <div style="margin-left: 80px;"> <p>DODSSP Building 4/Section D 700 Robbins Avenue Philadelphia, PA 19111-5094</p> <p>FAX: (215) 697-1462</p> </div> <p style="margin-left: 40px;">Note that requests for specification MIL-E-1 must include reference to the tube type.</p> <p style="margin-left: 40px;">b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.</p> <p style="margin-left: 40px;">c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:</p> <div style="margin-left: 80px;"> <p>American Society for Testing and Materials 100 Barr Harbor Drive West Conshohoken, PA 19248-2959</p> </div> <p>NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, http://www.dodssp.daps.mil Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: http://assist.daps.mil</p> <p>6. 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.</p> <p style="margin-left: 40px;">a. Drawing Review and Certification.</p> <p style="margin-left: 80px;">(1) The government has examined the Technical Data Package and believes that all drawings and related drawing</p> | | |

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-G201 MOD/AMD | Page 40 of 99 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this 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 documents contain all drawings cited in Attachment N/A, excluding drawings for those items which will be government-furnished for incorporation into 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 certify 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 certification 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 6.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.

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

- 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 time.

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):

() effective date of contract.

(X) date of contract award.

(End of clause)

C-2 52.6905 DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK) JUL/1999
cs 6905

1. The Document Summary List (DSL) 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. [SEE ATTACHMENT 005, SECTION J OF THE SOLICITATION W15P7T-04-R-G201 WHICH LISTS ALL PERTINENT 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.'

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

Page 41 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

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

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

APPLICABLE TAILORING

| DOCUMENT NUMBER | DOCUMENT TITLE | DOCUMENT DATE |
|--|--|---------------|
| PERFORMANCE SPECIFICATIONS | | |
| FBCB2 V4-0001- Version 3.1b(SOW para 1; 3.3.3) Below (FBCB2) Appliqu+ V4 Computer System | Performance Specification for the Force XXI Battle Command Brigade and | 2 Oct 2003 |
| FBCB2-IK-0001-Version 1.5.1(SOW para 3.1.1; 3.5.2.1) Below (FBCB2) Appliqu+ V4 Installation Kit | Performance Specification for the Force XXI Battle Command Brigade and | 05 Nov 2003 |

DATA ITEM DESCRIPTIONS

| | | |
|--|--|------------|
| DI-MGMT-80227(SOW par 3.4.5) | Contractor's Progress, Status and Management | 05 Sept 86 |
| DI-MGMT-81467(SOW par 3.4.6) | Cost/Schedule Status Report | 19 Oct 95 |
| DI-MISC-80711(SOW par 3.5.2.2) | Scientific and Technical Reports | 02 Dec 88 |
| DI-NDTI-80566(SOW par 3.2.1; 3.2.2) | Test Plan | 13 Apr 88 |
| DI-NDTI-80603(SOW par 3.2.1; 3.2.2)(SOW par 3.3.2 d) | Test Procedure | 01 Jun 88 |
| DI-NDTI-80809B(SOW par 3.3.3 f) | Test/Inspection Report | 24 Jan 97 |

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) [see <http://dodssp.daps.mil/> for current information] and DODISS Supplement or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) [<http://www.dtic.mil/whs/directives/corres/html/5010121.htm>]. 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 AMSDL. 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):

TO BE COMPLETED AFTER AWARD:

() effective date of contract.

(X) date of contract award.

(End of clause)

C-3 52.6930 POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK) SEP/1992

Within 30 days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

C-4 52.7910 INSURANCE SEP/1992

Pursuant to the contract clause in Section I entitled 'Insurance - Work on a Government Installation', FAR 52.228-05, the contractor shall carry insurance of the types and in the minimum amounts set forth in FAR 28.307-2.

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

Page 44 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--|-------------|
| D-1 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.

| | | |
|-------------|------------------|----------|
| D-2 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.

| | | |
|-------------|-----------------------------|----------|
| D-3 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 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-4 SPECIAL BAR CODE MARKINGS: For this requirement is commercial, with certain requirements as outlined in Section 3.1.4 of the Statement of Work (Attachment 001, Section J). A copy of "Section 3.1.4 of SOW is as follows:

3.1.4 Packaging and Marking. All equipment shall be preserved, packed, and marked IAW Section D of the contract. Label identification and marking requirements are described in Appendix B of this SOW. In addition to marking and barcoding requirements as specified in MIL-STD-129P, all V4 System LRU's and packaging/shipping containers will contain an additional bar-coded label in accordance with the following specifications:

- a. The Code 39 USD-3, Code 3 of 9 Symbology will be the barcode standard utilized. This symbology conforms with standards LOGMARS, DOD MIL-STD-1189, and DOD MIL-STD-129P
- b. Barcode numbering scheme will contain a 4 digit alpha-numeric hash code followed by the item serial number.
- c. The 4 Digit Hash Code will be defined as follows:
- i. Example: Processor Unit = V4PU

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 45 of 99****PIIN/SIIN** W15P7T-04-R-G201**MOD/AMD****Name of Offeror or Contractor:**

ii. Example: Display Unit = V4DU

iii. Example: Keyboard = V4KU

iv. Example: Hard Drive= V4HD

d. The item serial number will be a 6 digit numeric code uniquely identifying each item.

e. Barcode labels will be affixed on the equipment itself as well as the boxes or containers they are shipped in.

Barcode labels for each component will also be affixed to the exterior on the side of the shipping container.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 46 of 99**

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| E-1 | 52.246-01 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| E-2 | 52.246-02 | INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) AND ALTERNATE I (JUL 1985) | AUG/1996 |
| E-3 | 52.246-04 | INSPECTION OF SERVICES - FIXED PRICE | AUG/1996 |
| E-4 | 52.246-06 | INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR | MAY/2001 |
| E-5 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |

E-6 Inspection & Acceptance

Acceptance & Inspection is at Origin for all hardware CLINs 1001AA through 5004AA, via DD250, In accordance with Statement of Work (SOW) paragraph 3.2.2.

*** END OF NARRATIVE E 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 47 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-3 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| F-4 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-5 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |
| F-6 | 52.6205 | DELIVERY | JUN/1984 |

1. Deliveries will be made in accordance with the schedule of requirements set forth in each Delivery Order. Since each Delivery Order may cover the monthly quantities required for one or more months, it is understood and agreed that Delivery Orders shall be issued a minimum of TBD [see CDRL P004, DI-NTDI 80809B FOR INSTRUCTIONS] calendar days in advance of the month that the first monthly quantity in any Delivery Order is due for delivery, except at least TBD calendar days for first production deliveries as indicated in paragraph 3.(a) below.

2. Shipment of production quantities shall start when indicated in Delivery Order and shall continue monthly thereafter as requested by the Contracting Officer in the Delivery Order. The cumulative monthly quantities to be so delivered shall not be less than TBD nor more than TBD . If the maximum scheduled quantities are not called for, the monthly schedule for the undelivered balance shall be based on the same minimum and maximum monthly quantities or ratios.

3. First Article samples will be required only once during life of the contract (prior to delivery of initial production quantity) and shall not be required for any subsequent Delivery Orders which may be issued, unless contractor proposes to make changes to design of approved First Article samples; in which case, the Government will have the right to require additional samples for test and approval prior to introduction of proposed design changes into production.

F-7 Delivery Instructions for CLINS 1001AA - 5004AA

All hardware (CLINS 1001AA - 5004AA) shall be Freight on Board (FOB): Destination Fort Hood, Texas.

Systems and LRUs shall be packaged and processed for shipment as soon as practicable following government acceptance. Actual shipments to destination shall begin no later than (NLT) 24 hours (weekdays) or per government disposition instructions, following government acceptance.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite Title Date

G-1 52.6080 REPORT REQUIRED BY NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2000 MAY/2000

Report Required by National Defense Authorization Act for Fiscal Year 2000, Section 343 and to Comply fully with the Reporting Requirements at 10 U.S.C. Section 2461 (g)

This submission is expected to be coincident with requests for payment (e.g. contract vouchers, invoices, or requests for progress payments). Respondents under preexisting contracts modified during this period are asked to report from October 1, 1999, or the date the contract action began whichever is later.

CONTRACTORS ARE REQUIRED TO ELECTRONICALLY SUBMIT THE FOLLOWING INFORMATION TO THE ASSISTANT SECRETARY OF THE ARMY MANPOWER AND RESERVE AFFAIRS (ASA (M&RA) DATA COLLECTION POINT SECURE WEB SITE http://contractormanpower.us.army.mil. INFORMATION SUBMITTED WILL BE TREATED AS CONTRACTOR PROPRIETARY INFORMATION:

CONTRACTOR NAME AND ADDRESS

CONTRACT NUMBER (INCLUDE TASK/DELIVERY ORDER NUMBER) . TOTAL ESTIMATED CONTRACT OR TASK/DELIVERY ORDER VALUE . DIRECT LABOR HOURS EXPENDED DURING REPORTING PERIOD: (ALSO INCLUDE ESTIMATED VALUE, INCLUDING ALL LOADINGS (needed for final data reconciliation by Army)) Est'd. Value

CONTRACT LINE ITEM NUMBER (S) (CLIN) (S) (as applicable).

FEDERAL SUPPLY CLASS OR SERVICE CODE relevant to the services reported (if you do not have this information, it can be found at : http://webl.whs.osd.mil/peidhome/guide/mn02/SECT1.HTM; The entire Procurement Coding Manual is at: http://webl.whs.osd.mil/peidhome/guide/mn02/mn02.htm; select the most appropriate code for the predominant services reported per contract or order, and CLIN when applicable). If you are supporting an R&D organization, as opposed to performing R&D, please use the "Other Services and Construction Codes". Please do not use the "Supplies and Equipment Codes" but find the closest fit in Part B, Other Services and Construction ARMY / DOD / PURCHASE REQUEST / PROCUREMENT REQUISITION NUMBER / PROCUREMENT WORK DIRECTIVE NUMBER (PR&C, PWD, etc.) (from Contract or Task / Delivery Order award document APPROPRIATION DATA PERTAINING TO THE SPECIFIC CONTRACT OR TASK / DELIVERY ORDER (if multiple appropriation, by CLIN, when applicable) and ESTIMATED VALUE FOR EACH APPROPRIATION (needed for final data reconciliation with Defense Finance and Accounting System data).

PERIOD FOR WHICH THIS DATA PERTAINS (e.g., from 01 Nov 1999 to 30 Nov 1999).

FROM: Mo / Day / Year
TO: Mo / Day / Year

[NOTE: For preexisting contracts, the first report should start 01 Oct 1999, or start of the contract, whichever is later]

RELEVANT COMPOSITE INDIRECT LABOR RATES FOR THE SERVICES AND PERIOD REPORTED (One composite indirect labor rate will be used to estimate the number of indirect hours and a second composite indirect labor rate will be used to estimate the value of indirect hours (needed for data quality control and rationalization)

NAME AND ADDRESS OF ARMY ORGANIZATION SUPPORTED (immediate Army customer receiving / reviewing work).

NAME AND ADDRESS OF CONTRACTING OFFICE (office that issued the Contract or Task / Delivery Order)

CONTRACTOR POC, PHONE NUMBER, E-MAIL ADDRESS (will only be used to contact the respondent for clarification regarding data submission)

(End of clause)

G-2 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

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

Page 49 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

G-3 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE MAR/1999

Project Designation: -1-Initiating Activity: -2-
(Item/Project Manager)Controlled Item Report Requirements: -3-Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Barbara Hansen, Contract Specialist

Organization Code: CECOM ACQUISITION CENTER (AMSEL-AC-CB-RT-K(HAN))

Telephone Area Code and No.: (732) 532-4179

DSN/Autovon No.: 88-992-4179

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:

Address: _
(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.

G-4 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-

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-G201 MOD/AMD | Page 50 of 99 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

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)

G-5 SPECIAL INSTRUCTIONS: A copy of all invoices submitted by the contractor for payment under this contract is to be provided to Ms. Charity A. Baskerville, 732-427-2786, or e-mail Charity.a.baskerville@us.army.mil at PM FBCB2, SFAE-C3S-FB-BMD, Fort Monmouth, New Jersey 07703.

*** END OF NARRATIVE G 001 ***

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

Page 51 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| H-1 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| H-2 | 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: No less than Windows 97.

(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 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: alex.matejka@us.army.mil or Alex.Matejka@mail1.monmouth.army.mil;
The Contract Specialist's e-mail address is: barbara.ann.hansen@us.army.mil or Barbara.Hansen@mail1.monmouth.army.mil
The Technical Point of Contact's e-mail address is: Major Michael Martyn, michael.a.martyn@us.army.mil.

(End of clause)

| | | | |
|-----|---------|---|----------|
| H-3 | 52.6115 | MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F | APR/1999 |
|-----|---------|---|----------|

(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:

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

Page 52 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

| <u>ADDRESS</u> | <u>NO. OF COPIES</u> |
|--|----------------------|
| Commander, US Army CECOM, ATTN: AMSEL AC-CB-RT-K(HAN) Ms. Barbara Hansen Fort Monmouth, NJ 07703-5000 | 1 |
| Commander, US Army CECOM, ATTN: SFAE-C3S-FB Fort Monmouth, NJ 07703-5000 | 1 |
| Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E(ALE) Fort Monmouth, NJ 07703-5000 | 1 |

(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.

H-4 52.6130 SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (EQUIPMENT) JUN/2002

1. The government shall furnish the following property to the contractor for use in performance of this contract.

| NATIONAL STOCK NUMBER | DESCRIPTION | QUANTITY | DATE TO BE DELIVERED | PURPOSE FOR WHICH FURNISHED | ACQUISITION VALUE |
|-----------------------|-------------|----------|----------------------|-----------------------------|-------------------|
|-----------------------|-------------|----------|----------------------|-----------------------------|-------------------|

GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED MATERIAL (GFM):

Government Furnished Equipment (GFE) and Government Furnished Material (GFM) shall consist of the BB 388-U battery and the FBCB2 software. Batteries shall be provided in time to meet the delivery schedule.

An FBCB2 Processor Unit - Display Unit W2 interconnect cable with integral USB Repeater Hub, will be provided for ATP, will be provided as GFM.

In addition, the computer hardware required to perform the interoperability testing, consisting of all previous year's computer hardware and any interconnecting cables, will be provided as GFM.

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-G201 | Page 53 of 99 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall return to the government all GFP not utilized in performance of this contract or otherwise disposed of by direction of the Contracting Officer. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

a. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures' located in Section C.

b. The contractor shall prepare the property (except AIE) for delivery LOP C/LPK C in accordance with ASTM D 3951-98 and shall ensure that all items comply with all common carrier rules and regulations. The contractor shall deliver the property F.O.B Origin in accordance with the applicable shipping/disposition instructions received from the PCO, unless otherwise stated.

c. The property shall be delivered to the government utilizing DD Form 1149 citing the same document under which it was received. The contractor shall forward a copy of DD Form 1149 to each of the addressees listed below:

Commander
US Army Communications-Electronics Command
ATTN: AMSEL-LC-LEO-D-DP
Fort Monmouth, NJ 07703-5006.

(End of clause)

H-5 52.6400 SPECIAL DEPLOYMENT CONTRACT REQUIREMENTS SEP/2001
HS6400

In accordance with the Contractor Support in the Theatre of Operations Desk Book Supplement dated 28 Mar 01 the following paragraphs address the deployment of contractor personnel into the theater of operations in support of a contingency.

The following list of special contract requirements highlights the broad range of requirements the Requiring Activity, Operations Planner, Contracting Officer, and Contractor should consider for inclusion in all contracts (System, External, or Theater) that will or potentially will be required to support deployed operations in theater. The objective is proactively facilitate peacetime or contingency support, as well as support the transition to war. The suggested language will need to be tailored for specific contractual requirements, stipulations, or Service requirements and should be considered for application on a case by case basis. When possible, these requirements should be written as performance based and incorporated in the Statement of Work.

Overview

The government may direct the contractor to perform in support of a contingency or exercise, as provided by law or defined by the applicable Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the contingency or exercise. In the event contractor employees are deployed or hired into the area of operations in support of a contingency or exercise, the following items and conditions will apply for all three types of contract support, unless otherwise noted:

Management (Systems, External and Theater Support)

The contractor shall ensure that all contractor employees, including sub-contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. Also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The contracting officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

The contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-contractors.

Name of Offeror or Contractor:

The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

The contracting officer may direct the contractor, at the contractors expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

Accounting for Personnel (Systems, External and Theater Support)

As directed by the contracting officer or his/her representative and based on instructions of the Theater Commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

Risk Assessment and MitigationSystems, External and Theater Support

The contractor will ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

If a contractor employee departs an area of operations without contractor permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be in place within 5 days or as directed by the contracting officer.

The contractor will prepare plans for support of military operations as required by contract or as directed by the contracting officer. For badging and access purposes, the contractor will provide the Service with a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information. Changes/updates will be coordinated with service representative.

As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

Systems and External Support ONLY

The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

The contractor will designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

Force Protection (Systems, External and Theater Support)

While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

Vehicle and Equipment Operation (Systems, External and Theater Support)

The contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative.

The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

The contractor and its employees will be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

On-Call Duty or Extended Hours (Systems, External and Theater Support)

The contractor shall be available to work on-call to perform mission essential tasks as directed by the contracting officer.

The contracting officer, or his/her designated representative, will identify the parameters of on-call duty.

The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

The contracting officer may negotiate an equitable adjustment to the contract consistent with pre-award cost negotiations concerning extended hours, surges, and overtime requirements.

Clothing and Equipment Issue

Systems, External and Theater Support: The contractor shall ensure that contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the governments tactical position in the field.

External and Systems Support ONLY: Contractors accompanying the force are not authorized to wear military uniforms, except for specific items required for safety and security. If required, the government shall provide to the contractor all military unique organizational clothing and individual equipment. (Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.)

Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.

The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

The contractor shall ensure that all issued organizational clothing and individual equipment is returned to the government. Upon return of organizational clothing and individual equipment to the government, the contractor shall be responsible for requesting, maintaining, and providing to the contracting officer documentation demonstrating the return of issued organizational clothing and individual equipment to government control.

The contracting officer will require the contractor to reimburse the government for organizational clothing and individual equipment

Name of Offeror or Contractor:

lost or damaged due to contractor negligence.

Legal Assistance (External and Systems Support ONLY)

The contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

While contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions and as permissible under Military Department Regulations:

The legal assistance is in accordance with applicable international or host nation agreements.

The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys.

Central Processing and Departure Point (External and Systems Support ONLY)

The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. For any contractor employee determined by the government at the deployment processing site to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the re-scheduled deployment timeline as determined by the contracting officer.

The contracting officer shall identify to the contractor all required mission training and the location of the required training.

The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

The contracting officer shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

The government shall provide the contractor employees with CDE familiarization training for the performance of mission essential tasks in designated high threat countries. This training will be commensurate with the training provided to Department of Defense civilian employees.

Standard Identification CardsExternal and Systems Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for deployment and shall inform the contractor where the identification cards and tags are to be issued.

The contracting officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a Replacement Center.

Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Theater Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for contract performance in the theater of operations and shall inform the contractor where the identification cards and tags are to be issued.

Upon conclusion of contract performance, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Medical (External and Systems Support ONLY)

The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment. The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The government may require medical screening at the CONUS Replacement Center. (To include DNA sampling and immunizations for Contractors deploying OCONUS)

For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem can not be remedied for the specific employee in question, a replacement, having equivalent qualifications and skills, shall be provided as determined by the contracting officer.

When applicable or IAW with a standing contract, the government may provide to contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

Weapons and Training (External and Systems Support ONLY)

Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the area of operations. The government may choose to issue military specification, personal weapons and ammunition (M9 Pistols) for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. When accepted, the contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor employee must be aware that they may incur civil and criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Also when accepted, only military issued ammunition may be used in the weapon.

Prior to issuing any weapons to contractor employees, the government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war.

The contractor shall ensure that its employees adhere to all guidance and orders issued by the theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

Contractors will screen employees, and Subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. or

Name of Offeror or Contractor:

applicable host nation laws. Evidence of screening will be presented to the contracting officer.

Passports, Visas and Customs

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail).

External and Systems Support ONLY

The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees.

At the contractor employees and/or contractors expense, the contractor employees shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees per U.S. Customs Service rates and restrictions.

Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

Theater Support ONLY

The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are working.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees.

Reception, Staging, Onward Movement and Integration (External and Systems Support ONLY)

Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration (RSO&I), as directed by the Theater Commander or his/her designated representative through the contracting officer or his/her designated representative.

The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

Living Under Field Conditions (External and Systems Support ONLY)

The government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract. If the above support is negotiated in the contract, at any level, the USG/contracting officer will receive consideration.

Morale, Welfare, and Recreation (External and Systems Support ONLY)

(NOTE: The government can provide these services if the CINCs agree to and can handle the increase in personnel.)

The government shall provide to contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

5.18 -- Status of Forces Agreement (External and Systems Support ONLY)

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail and the possible application of the clauses listed below)

After having consulted with the servicing legal advisor, the contracting officer shall inform the contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

The contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements.

The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

Tour of Duty/Hours of Work (External and Systems Support ONLY)

The contracting officer, or his/her representative, shall provide the contractor with the anticipated duration of the deployment.

The contractor, at his/her own expense, may rotate contractor employees into and out of the theater provided there is not degradation in mission. The contractor will coordinate personnel changes with the contracting officer.

The contracting officer shall provide the contractor with the anticipated work schedule.

The contracting officer, or his/her designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

Health and Life Insurance (External and Systems Support ONLY)

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act and Longshoremen and Harbor Workers Compensation Act administered by the Department of Labor.

Next of Kin Notification (External and Systems Support ONLY)

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

Return Procedures (External and Systems Support ONLY)

Upon notification of redeployment, the contracting officer shall authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

Name of Offeror or Contractor:

The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.

The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

Miscellaneous IssuesTraining of Government Personnel (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to train Government Personnel to support the requirement.

The rights and remedies of the Government under this clause is in addition to any other rights and remedies provided by law or under this contract.

Technical Data Rights (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to furnish the Government with all Technical Data Rights necessary, as determined by the Contracting Officer, to support the requirement. These rights and remedies of the Government is in addition to any other rights and remedies provided by law or under this contract.

Purchasing Resources (Systems, External and Theater Support)

When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operation.

Special Legal (Systems, External Support)

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

[BACKGROUND: Essentially, the Act applies to anyone who engages in conduct outside the US that would constitute an offense punishable by imprisonment for more than 1 year, the same as if the offense had been committed within the jurisdiction of the US.

The person must be employed by or accompanying the Armed Forces outside the US. The term employed by the Armed Forces outside the US means employed as a civilian employee of DoD, as a DoD contractor or as an employee of a DoD contractor, who is present or residing outside the US in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the US means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD contractor or an employee of a DoD contractor, not a national of or ordinarily resident in the host nation.

H-6

52.7106

USE OF GOVERNMENT INFORMATION TECHNOLOGY (IT) PROPERTY

SEP/2001

The contractor is reminded that, in addition to the "Government Property" clause(s) included in this contract, there are substantial restrictions on the use of Government property. Any property so provided shall only be used for contract performance-related purposes. For example, information resources (computers, telephones, facsimile machines, etc.) shall not be used for activities such as accessing pornographic materials/ websites, personal business, playing games, or "surfing" the internet. Prior to beginning performance under this contract, the contractor shall instruct each employee on the proper use of Government property. As each new employee is hired, they shall also be briefed before performing work under this contract. Each employee should also be informed that use of Government information resources constitutes consent to monitoring/search. A copy of the content of the briefing shall be submitted to the Contracting Officer prior to the contract start date. A record of who was briefed, and when, shall be kept in a file that shall be made available to the Contracting Officer or Contracting Officer's Representative upon request.

H-7

52.7400

CONTRACTOR SUPPORT SERVICES AND KNOWLEDGE CENTER REQUIREMENTS

SEP/2002

It is understood by the parties to this contract that the Knowledge Center (KC) is a secure Internet-based Knowledge Management Tool that the Program Executive Office for Command, Control & Communications Tactical (PEO C3T), the Program Executive Office for Intelligence, Electronic Warfare, and Sensors (PEO IEWS), the Program Executive Office for Enterprise Information Systems (PEO EIS) and the Communications-Electronics Command (CECOM) are using to collaborate internally and externally with customers, business partners and other Government agencies. Any person who is given access to the KC will have access to information that is considered by the Government to be sensitive and non-public in nature. Accordingly, every person given access to this secure application must consent to be bound by a specific Non-Disclosure Agreement articulated on the KC Registration Form before such access is granted. Consistent with this procedure, the contractor shall require each of its employees who are given access to the KC to immediately notify the Director of Contracts, or the individual in a position of equivalent responsibility, of the fact that they have consented to a Non-Disclosure

Name of Offeror or Contractor:

Agreement and have been given access to the KC. The contractor shall also require any employee giving such notice to provide the Director of Contracts, or the individual in a position of equivalent responsibility, with a copy of the Non-Disclosure Agreement they have consented to. It is the contractor's responsibility under this contract to supervise, administer and oversee these employees in such a manner as to ensure strict compliance with the terms of the Non-Disclosure Agreement these employees have consented to. The contractor is also prohibited from further releasing or disseminating any information that the contractor has improperly received, in violation of the terms of the Non-Disclosure Agreement, through the inadvertent or intentional actions of its employees, or in any other manner. Furthermore, the contractor is responsible for ensuring that the requirements of this clause are satisfied with respect to all subcontractor employees or subcontractor organizations working under this contract.

H-8

52.7630

YEAR 2000 COMPLIANCE

APR/2001

The contractor shall ensure that products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are year 2000 compliant as defined at FAR Part 39.

H-10 WARRANTY FOR APPLIQUE V-4 COMPUTER SYSTEM

Time period for warranty: For Each FBCB2 System and for all FBCB2 hardware purchased under this solicitation/contract, the Contractor shall provided a failure free warranty for 12 Months. The Contractor becomes responsible for warranty repair after the computer systems, LRU or Removable Hard Disk Drive Cartridge (RHDDC) has been processed thru the Turn-In-Point. The Contractor shall provide a monthly warranty status report of all items repaired under warranty. Time period for contractor submission of a corrective action plan is as follows: Turn Around Time for a replacement item shall be 7 days. On a monthly basis, the Government will assess the average Turn Around Time for replacement items, to determine if the monthly average has been 7 days.

H-11 CUMULATIVE ORDER QUANTITIES WITHIN 30 DAYS

For any order placed within 30 days of placement of a delivery order, the offeror agrees to combine all quantities into a cumulative order for range quantity pricing purposes to permit the Government to realize any price savings. The delivery order will be modified to allow the Government to realize any price savings associated with more advantageous range pricing as a result of the cumulative order.

H-12 OPTIONS

This contract contains a number of priced options that may be exercised should the Government determine that a need exists for the specific supplies and/or services during performance of the contract. These options will be exercised by issuance of delivery orders, as necessary, during contract performance. Warranty options, if exercised, will be awarded concurrent with the award for hardware items to be warranted.

*** END OF NARRATIVE H 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 59 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | DEC/2001 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | CONVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
| I-5 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995) | JUL/1995 |
| I-6 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-7 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-9 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/2003 |
| I-10 | 52.204-2 | SECURITY REQUIREMENTS | AUG/1996 |
| I-11 | 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-12 | 52.208-9 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY | FEB/2002 |
| I-13 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-14 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-15 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-16 | 52.213-3 | NOTICE TO SUPPLIER | APR/1984 |
| I-17 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN/1999 |
| I-18 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-19 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT/1997 |
| I-20 | 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS | OCT/1997 |
| I-21 | 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT/1997 |
| I-22 | 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS | OCT/1997 |
| I-23 | 52.215-14 | INTEGRITY OF UNIT PRICES | OCT/1997 |
| I-24 | 52.215-14 | INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997) | OCT/1997 |
| I-25 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-26 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN/2002 |
| I-27 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN ALT. II (OCT 01) | JAN/2002 |
| I-28 | 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN | JAN/1999 |
| I-29 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-30 | 52.222-03 | CONVICT LABOR | JUN/2003 |
| I-31 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-32 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-33 | 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS for CONSTRUCTION | FEB/1999 |
| I-34 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-35 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES | JUN/1998 |
| I-36 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-37 | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN/1997 |
| I-38 | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | AUG/2003 |
| I-39 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-40 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-41 | 52.225-3 | BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE ACT. | JUN/2003 |
| I-42 | 52.225-5 | TRADE AGREEMENTS | OCT/2003 |
| I-43 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) | JAN/2004 |
| I-44 | 52.227-1 | AUTHORIZATION AND CONSENT | JUL/1995 |
| I-45 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-46 | 52.227-09 | REFUND OF ROYALTIES | APR/1984 |
| I-47 | 52.227-14 | RIGHTS IN DATA--GENERAL | JUN/1987 |
| I-48 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-49 | 52.230-2 | COST ACCOUNTING STANDARDS | APR/1998 |
| I-50 | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | NOV/1999 |
| I-51 | 52.232-01 | PAYMENTS | APR/1984 |
| I-52 | 52.232-07 | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS | DEC/2002 |
| I-53 | 52.232-08 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-54 | 52.232-09 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-55 | 52.232-11 | EXTRAS | APR/1984 |
| I-56 | 52.232-16 | PROGRESS PAYMENTS (APR 03) AND ALTERNATE III (APR 03) | APR/2003 |

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 60 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------|------------------------|---|-------------|
| I-57 | 52.232-17 | INTEREST | JUN/1996 |
| I-58 | 52.232-23 ALT I | ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984) | JAN/1986 |
| I-59 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-60 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-61 | 52.233-1 | DISPUTES | JUL/2002 |
| I-62 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-63 | 52.237-02 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR/1984 |
| I-64 | 52.242-2 | PRODUCTION PROGRESS REPORTS | APR/1991 |
| I-65 | 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN/1997 |
| I-66 | 52.242-12 | REPORT OF SHIPMENT (REPSHIP) | JUN/2003 |
| I-67 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-68 | 52.243-01 | CHANGES - FIXED PRICE | AUG/1987 |
| I-69 | 52.243-03 | CHANGES - TIME-AND-MATERIAL OR LABOR-HOURS | SEP/2000 |
| I-70 | 52.243-06 | CHANGE ORDER ACCOUNTING | APR/1984 |
| I-71 | 52.244-2 | SUBCONTRACTS | AUG/1998 |
| I-72 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-73 | 52.245-01 | PROPERTY RECORDS | APR/1984 |
| I-74 | 52.245-2 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) | JUN/2003 |
| I-75 | 52.245-19 | GOVERNMENT PROPERTY FURNISHED 'AS IS' | APR/1984 |
| I-76 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-77 | 52.246-24 | LIMITATION OF LIABILITY--HIGH-VALUE ITEMS | FEB/1997 |
| I-78 | 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB/1997 |
| I-79 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-80 | 52.249-02 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-81 | 52.249-08 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-82 | 52.251-01 | GOVERNMENT SUPPLY SOURCES | APR/1984 |
| I-83 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-84 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES | MAR/1999 |
| I-85 | 252.203-7002 | DISPLAY OF DOD HOTLINE POSTER | DEC/1991 |
| I-86 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-87 | 252.204-7002 | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED | DEC/1991 |
| I-88 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-89 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-90 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | OCT/1998 |
| I-91 | 252.219-7003 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) | APR/1996 |
| I-92 | 252.219-7004 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) | JUN/1997 |
| I-93 | 252.223-7004 | DRUG-FREE WORK FORCE | SEP/1988 |
| I-94 | 252.223-7006 | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS | APR/1993 |
| I-95 | 252.225-7001 | BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| I-96 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| I-97 | 252.225-7004 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | APR/2003 |
| I-98 | 252.225-7007 | BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM | OCT/2002 |
| I-99 | 252.225-7009 | ***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY-- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| I-100 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2003 |
| I-101 | 252.225-7022 | RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER | APR/2003 |
| I-102 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | APR/2003 |
| I-103 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | APR/2003 |
| I-104 | 252.225-7036 | BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM | OCT/2003 |
| I-105 | 252.227-7013 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS | NOV/1995 |
| I-106 | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION | JUN/1995 |
| I-107 | 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | JUN/1995 |
| I-108 | 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE | APR/1988 |
| I-109 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT | MAR/2000 |
| I-110 | 252.227-7036 | DECLARATION OF TECHNICAL DATA CONFORMITY | JAN/1997 |

Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------|------------------------|--|-------------|
| I-111 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | SEP/1999 |
| I-112 | 252.228-7000 | REIMBURSEMENT FOR WAR-HAZARD LOSSES | DEC/1991 |
| I-113 | 252.228-7003 | CAPTURE AND DETENTION | DEC/1991 |
| I-114 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-115 | 252.239-7000 | PROTECTION AGAINST COMPROMISING EMANATIONS | DEC/1991 |
| I-116 | 252.241-7001 | GOVERNMENT ACCESS | DEC/1991 |
| I-117 | 252.242-7000 | POST AWARD CONFERENCE | DEC/1991 |
| I-118 | 252.242-7004 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM | DEC/2000 |
| I-119 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-120 | 252.243-7002 | CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-121 | 252.245-7001 | REPORTS OF GOVERNMENT PROPERTY | MAY/1994 |
| I-122 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| I-123 | 252.246-7001 | WARRANTY OF DATA | DEC/1991 |
| I-124 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-125 | 252.249-7002 | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION | DEC/1996 |
| I-126 | 252.251-7000 | ORDERING FROM GOVERNMENT SUPPLY SOURCES | OCT/2002 |
| I-127 | 52.209-3 | FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97) AND ALT II(SEP89) | SEP/1989 |

ALL VARIABLES PERTINENT TO FIRST ARTICLE TESTING SHALL BE IN ACCORDANCE WITH CDRL P004, DI-NTDI-80809B, LOCATED IN THE STATEMENT OF WORK ASSOCIATED WITH THIS SOLICITATION/CONTRACT.

(a) The Contractor shall test TO BE PROPOSED unit(s) of Lot/Item CLIN 1001AA through 1004AA 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 CDRL P004, DI-NTDI-80809B] calendar days from the date of this contract to [SEE CDRL P004] 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 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.

Name of Offeror or Contractor:

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans,

Name of Offeror or Contractor:

veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract

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

Page 65 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor),
and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

I-131 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND JUN/1998
ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract: N/A.

I-132 52.XXX CONTINUED PERFORMANCE DURING CRISES SITUATIONS JUL/1988
IM6105

a. The requirements of this contract have been identified by the US Government as being essential to the mission and operational readiness of the US Army and allied forces operating within (1); therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below.

b. The contractor shall be responsible for performing all requirements of this contract notwithstanding crises situations including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States (US) or -2-, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of US and allied forces in -3-. Failure by the contractor to perform may subject the contractor to a termination of this contract by default.

c. Crises situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) three (3) is declared for that area.

d. Continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during war or state of emergency. The contractor shall notify the contracting officer of any increase or decrease in costs within ninety (90) days after continued performance has been directed by the contracting officer, or within any additional period that the contracting officer may approve in writing, but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an adjustment and any data supporting the increase or decrease in the form prescribed by the contracting officer. As soon as practicable after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the disputes clause.

e. Contractor personnel and dependents will be integrated into Government Contingency Plans, and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The Government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.

I-133 52.222-26 EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999) APR/2002
Notice: The following terms of this clause are waived for this contract: _N/A

Name of Offeror or Contractor:

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

Name of Offeror or Contractor:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

I-135 52.232-16 PROGRESS PAYMENTS

APR/2003

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

Name of Offeror or Contractor:

- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall
- (i) exclude the allocable costs of the property from the costs of contract performance, and
 - (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (h) Special terms regarding default. If this contract is terminated under the Default clause,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
 - (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
- (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause --
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to --
- (i) The unliquidated remainder of financing payments made; plus
 - (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
- (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
 - (ii) Are at least as favorable to the Government as the terms of this clause;
 - (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

Name of Offeror or Contractor:

- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
- (ii) Are in conformance with the requirements of FAR 32.504(g); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
- (l) Due date. The designated payment office will make progress payments on the _____ [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.
- (End of Clause)

(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

Name of Offeror or Contractor:

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 ____ 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;

(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 ____ 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

Name of Offeror or 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.

I-137 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS APR/2003

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)

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

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

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

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

(End of Clause)

I-138 52.245-2 ALT I GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (JUN 2003) AND ALTERNATE JUN/2003

(DEV) I (APR 1984) (DEVIATION DAR TRACKING No. 99-00008 (JUL 99)

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished

Name of Offeror or Contractor:

"as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract, or

(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract.

The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph(h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph(b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph(collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

Name of Offeror or Contractor:

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon --
- (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration.
- (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
 - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
 - (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
 - (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--
- (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
 - (iii) A separate and complete major industrial operation connected with performing this contract.
- (2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.
- (3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss,

Name of Offeror or Contractor:

destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

Para (6) for DoD:

(6) [The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, [with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. T]he Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

Name of Offeror or Contractor:

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government --

- (1) May abandon any Government property in place, at which time all obligations

Name of Offeror or Contractor:

of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

I-139 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)

I-140 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS MAR/2003

(a) Definitions. As used in this clause-

(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://rmb.ogden.disa.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)

I-141 232.501-1 CUSTOMARY PROGRESS PAYMENT RATES OCT/2001

(a)(i) The customary uniform progress payment rate for DoD contracts, including contracts that contain foreign military sales (FMS) requirements, are 80 percent for large business concerns, 90 percent for small business concerns, and 95 percent for small disadvantaged business concerns.

(End of Regulation)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 77 of 99****PIIN/SIIN** W15P7T-04-R-G201**MOD/AMD**

Name of Offeror or Contractor:

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 78 of 99**

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION J - 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 | INTEROPERABILITY TEST PROCEDURE | 24-FEB-2004 | 001 | EMAIL |
| Exhibit B | SYSTEMS ACCEPT TEST PLAN & PROCEDURE | 24-FEB-2004 | 001 | EMAIL |
| Exhibit C | 1ST ARTICLE (FAQT) PLAN & PROCEDURE | 24-FEB-2004 | 001 | EMAIL |
| Exhibit D | 1ST ARTICLE (FAQT) TEST REPORT | 24-FEB-2004 | 001 | EMAIL |
| Exhibit E | CONTRACT STATUS REPORT (CSR) | 24-FEB-2004 | 001 | EMAIL |
| Exhibit F | CONTRACT FINANCIAL REPORT | 24-FEB-2004 | 001 | EMAIL |
| Exhibit G | DETAILED DRAWINGS | 24-FEB-2004 | 001 | EMAIL |
| Attachment 001 | STATEMENT OF WORK | 24-FEB-2004 | 018 | EMAIL |
| Attachment 002 | FBCB2 SPECIFICATION (SYSTEM) | 02-OCT-2003 | 099 | EMAIL |
| Attachment 003 | GOVM'T FURNISHED EQUIP/PROPERTY | 23-DEC-2003 | 002 | EMAIL |
| Attachment 004 | T&M LABOR CATEGORY PRICING SPREADSHEET | 20-FEB-2004 | 004 | EMAIL |
| Attachment 005 | DOCUMENT SUMMARY LIST | 24-FEB-2004 | 001 | EMAIL |
| Attachment 006 | CONTRACT DATA REQ'MT LIST (CDRL) | 24-FEB-2004 | 001 | EMAIL |
| Attachment 007 | LIST OF SPECIFICATIONS & DRAWINGS | 23-DEC-2003 | 001 | EMAIL |

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

Page 79 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | APR/1991 |
| K-2 | 52.222-19 | CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES | SEP/2002 |
| K-3 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| K-4 | 52.222-38 | COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS | DEC/2001 |
| K-5 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998 |
| K-6 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS | JUN/1995 |
| K-7 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995 |
| K-8 | 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION | APR/1985 |

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

| | | | |
|-----|----------|-------------------------|----------|
| K-9 | 52.204-3 | TAXPAYER IDENTIFICATION | OCT/1998 |
|-----|----------|-------------------------|----------|

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this

Name of Offeror or Contractor:

provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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 a Federal Government;

() Other. State basis._____

(e) 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 _____.

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

K-10 52.204-5 WOMEN-OWNED BUSINESS

MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [] is a women-owned business concern.

K-11 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.

K-12 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-

Name of Offeror or Contractor:

(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 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)

K-13

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)

K-14

52.215-7

ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION

OCT/1997

The offeror has (check the appropriate block):

____(a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated_____(insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if 'none,' so state):

____(b) Enclosed its annual representations and certifications.

(End of provision)

K-15

52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

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

Page 83 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

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

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

K-16 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)

K-17 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.

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 84 of 99 |
| | PIIN/SIIN W15P7T-04-R-G201 | MOD/AMD |

Name of Offeror or Contractor:

(End of provision)

K-18 52.227-06 ROYALTY INFORMATION APR/1984

(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.

K-19 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively. I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, applicable. Forms may be obtained from the cognizant ACO or from the Federal officer and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Name of Offeror or Contractor:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provision of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

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

Page 86 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

() YES

() NO

NOTE: If the offeror has check 'Yes' above and is awarded the contemplated contract, the offeror will be required to comply with the requirements of subparagraph (a)(i), and paragraphs (b) and (c) of the Administration of Cost Accounting Standards clause.

(End of Provision)

K-20 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

(a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

"(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE

| <u>Line Items</u> | <u>National Stock Number</u> | <u>Commercial Item (Y or N)</u> | <u>Source of Supply</u> | | <u>Part No.</u> | <u>Actual Mfg</u> |
|-------------------|------------------------------|---------------------------------|-------------------------|----------------|-----------------|-------------------|
| | | | <u>Company</u> | <u>Address</u> | | |
| (1) | (2) | (3) | (4) | (4) | (5) | (6) |

"(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none'.

(3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K-21 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES

APR/2003

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

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

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

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

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

(b) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

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

(c) The offeror shall submit the report using-

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

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

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

Name of Offeror or Contractor:

(End of provision)]

K-22 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) 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.

(b) 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.

(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)

K-23 52.7130 INSURANCE STATEMENT OF OFFEROR APR/1991

The contractor represents that it will comply with all federal and state laws pertaining to workers' compensation and employer's liability coverage, and any other insurance coverage required by law. The contractor further agrees to continue such coverage in effect during the performance of this contract and to notify the Contracting Officer of any change in such coverage.

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

Page 88 of 99

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.219-24 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS | OCT/2000 |
| L-2 | 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW | FEB/1999 |
| L-3 | 52.232-13 | NOTICE OF PROGRESS PAYMENTS | APR/1984 |
| L-4 | 52.216-01 | TYPE OF CONTRACT | APR/1984 |

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.
(End of Provision)

L-5 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)

L-6 52.XXXX AMC-LEVEL PROTEST PROGRAM SEP/1998

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
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile Number: (703) 617-4999/5680
Voice Number: (703) 617-8176

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

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

(End of Clause)

L-7 52.7310 AVAILABILITY OF STANDARDIZED MILITARY DRAWINGS AUG/1995

Single copies of Standardized Military Drawings (SMDs) cited in this solicitation's technical data package may be obtained by submitting a request to the supply point listed below. The request must contain the SMD document number.

Name of Offeror or Contractor:

Defense Electronic Supply Center

ATTN: DESC-ELA Library

1507 Wilmington Pike

Dayton, OH 45444-5767

Telephone Number: (513) 296-8447

FAX Number: (513) 296-8871

Answering Service Number: (513) 296-6095

SECTION L - PROPOSAL SUBMISSION INSTRUCTIONS

L-8 PROPOSAL PREPARATION & ORGANIZATION

1. Offerors shall submit one electronic copy of the proposal in separate volumes as set forth below. Volumes I, II, III, and the Attachments will be submitted on the same day. Volume IV will be submitted two weeks earlier. All information pertaining to a particular volume shall be confined to that volume. For example, all technical information should appear in Volume II; all cost/price data should appear in Volume III. Each volume will contain a Cross Reference Matrix. The Cross Reference Matrix will be an Attachment that maps paragraphs, requirements and tasks of the Performance Specification, the Statement Of Work (SOW) and the Request for Proposal (RFP) to the applicable part, section, paragraph and page number of the Offeror's proposal, in contractor format using MS Word or MS Excel. Offerors shall submit proposals digitally in the Microsoft Windows version of the Microsoft Office XP suite of applications, MS Word, MS Excel, MS PowerPoint, and MS Project 2000 products (e.g., Word 97 or newer (.doc) files, Microsoft Excel (.xls) files and Microsoft Project 2000 (.mpp) files) as defined in the table below. When printed, each MS Word and MS Excel Worksheet electronic page setup of the proposal shall be 8 " x 11", including one inch margins, with each page within a file sequentially page numbered in the center of the footer. Each volume shall use the file name below, and be of the type indicated by the type of file extension (.doc, .mpp, .xls). Type fonts shall not be less than 10 pitch. Hyperlinked information external to the files identified below shall not be included in the Offerors' proposals.

NOTE: Succinct, concise responses are preferred to lengthy, overwritten responses.

| Volume | Title |
|-------------|--|
| I | Executive Summary |
| II | Technical |
| III | Price |
| IV | Performance Risk |
| Attachments | All drawings, charts, graphs, test data and foldouts |

2. No classified material shall appear within the proposal.

3. No price information shall be presented in Volumes I, II, IV and the Attachments. Each volume shall consist of a title page, a table of contents and the body of the proposal. The title page shall contain the title of the volume, name of the Offeror and date of submission.

4. The electronic proposal shall be submitted electronically via the Army Single Face to Industry Business Opportunities Page (IBOP). Offerors must register to submit proposals. Registration instructions can be found on the IBOP home page at <https://abop.monmouth.army.mil>. Problems relating to registering or submission of proposals on the IBOP may be directed to the IBOP help desk, 1-888-414-BOSS (2677).

WARNING: Offerors should not wait until the last minute to submit their proposals. To avoid submission of late proposals, transmission of Offerors' proposal files 24 hours prior to the required proposal due date/time is recommended.

1. EXECUTIVE SUMMARY (VOLUME I). The Offeror shall provide an overview of its proposal, its teaming/subcontracting arrangements (if applicable) and accurately summarize all parts of the proposal except the Price volume. Offerors are reminded that the Executive Summary is an introductory summation of the proposal. No information shall be in the Executive Summary which does not appear elsewhere in the proposal. The Executive Summary is for information only and will not be evaluated.

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 90 of 99 |
| | PIIN/SIIN W15P7T-04-R-G201 | MOD/AMD |

Name of Offeror or Contractor:

2. TECHNICAL FACTOR (VOLUME II).

The Offeror shall provide its Technical Proposal Volume II in separate files as identified below. The Offeror shall provide a detailed proposal that addresses the following:

a. Section 1 - System Design. The Offeror shall propose a FBCB2 V-4 Appliqu computer system design for FY 04 through 08 with operational capabilities that, as a minimum, meet the requirements of the solicitation's Statement of Work (SOW) and the FBCB2 System Performance Specification Number FBCB2-V4-0001, Version 3.1b, dated 2 October 2003. The technical capabilities shall be addressed as a system utilizing GFE FBCB2 software, but should also be described by major Line Replaceable Unit (LRU), e.g., the Processor Unit (PU), Display Unit (DU), Keyboard Unit (KU) and Removable Hard Disk Drive Cartridge (RHDDC). The Offeror shall provide details on its proposed design regarding human factors aspects to include the ease of use of the system, its modularity and its ability to be upgraded by the soldier in the field. The Offeror shall provide details to describe how its system design will be easily operational in a combat environment. All risks associated with achieving the required operational performance shall be addressed along with the methods to mitigate these risks. The Offeror shall identify the quality standards and procedures that will be used in performance of this contract and indicate its compliance with recognized industry quality standards and date of compliance/certification. The Offeror shall also provide details of a warranty of no less than twelve (12) months, commencing after Government acceptance of the equipment.

b. Section 2 - - Schedule. The proposed schedule shall be provided in two parts, a narrative discussion and a MS Project schedule. The Offeror is to assume a notional order for 2,500 systems, made on 1 May, and propose a delivery schedule (all deliveries must be completed within 12 months of order). The Offeror shall provide the narrative discussion that includes production leadtime (from order to first delivery, to include any required qualification and/or regression testing), minimum and maximum weekly production quantities, the proposed ramp up and complete delivery schedule, and weekly delivery quantities. The narrative shall discuss events and activities such as parts ordering, design integration, fabrication, data deliveries, test, training, hardware delivery, financing and any other schedule considerations that the Offeror believes are significant drivers in the performance of contract tasks.

In addition, the Offeror shall propose system delivery schedules for each of the ranges set forth in Section B. These delivery schedules shall be proposed in monthly delivery quantities in a Days After Contract (DAC) award format.

The proposed system delivery schedules, with the associated production leadtimes and monthly delivery quantities, shall become contractual requirements for all LRUs ordered.

c. Section 3 - Technology Insertion Plan for FY04 Design. The Offeror shall explain how its FY 04 computer system will be upgradeable to then current market technologies through FY 08. As a minimum, this section should address the Offeror's plan to achieve a Night Vision capability; ability to upgrade to a solid state hard drive/memory; processor migration plan to include stating the maximum processor for the proposed design; ability to electronically embed each LRU's Serial Number Identification and/or hardware identifiers within each LRU; making hardware configuration information easily accessible to specialized FBCB2 polling/tracking software applications for the purpose of electronically tracking, querying or ascertaining hardware configurations; and a plan to retrofit computer systems acquired under this contract with any upgrades. Include any additional, unique design upgrades that may be implemented.

d. Section 4 Test. The Offeror shall provide a summary of its test plans, describing how the requirements of the FBCB2 System Performance Specification will be met. Specifically, this shall include as a minimum:

The testing plan to verify backward compatibility with previous years' versions, by systems and by LRU and LRU Interoperability (between the two LRIP manufacturers, and by year produced); e. g., the proposed Interoperability Test Plan. Acceptance Test Procedure (ATP), battery installation and Software Loading Plan (a new in-plant requirement). The submittal of all test results of any design changes from the last delivered version of the system. Internal Quality Assurance (QA) procedure. First Article Quality Test (FAQT) Plan summary to describe how the performance requirements will be met.

e. Section 5_ Small Business Participation Plan.

All offerors, both Small and Large Businesses, are required to submit Small Business Participation Information in accordance with DFARS 215.304 that shall include the following:

1. Type of Business of Prime Contractor:

Check all applicable boxes -

{ } Large { } Small

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

- Small Non-Disadvantaged
- Small Disadvantaged
- Women-Owned Small Business
- HUB Zone Small Business
- Veteran Owned Small Business
- Service Disabled Veteran Owned Small Business

NOTE: Small Business Offerors receive credit for Small Business Participation as Prime Contractors.

- 2. Total Contract Value: (Include options, etc) \$_____
- 3. Dollar Value of your participation as a Prime Contractor: \$_____
- 4. Dollar Value and Percentage of Subcontracts Planned For:

| | Dollar Value | Percentage of Total Contract Value |
|-------------------------|--------------|------------------------------------|
| A) Large | \$_____ | %_____ |
| B) Small | \$_____ | %_____ |
| Small Non-Disadvantaged | \$_____ | %_____ |
| *Small Disadvantaged | \$_____ | %_____ |

* Small Disadvantaged Business (SDB) target participation must be expressed as dollars and percentages of total contract value, in each of the applicable, authorized North American Industry Classification System (NAICS) Industry Subsectors, and a total target for SDB participation by the Offeror. SDB targets will be incorporated into any resulting prime contract and the contractor will be required to report SDB participation.

| | | |
|---|---------|--------|
| Women-Owned Small Business | \$_____ | %_____ |
| HUB Zone Small Business | \$_____ | %_____ |
| Veteran Owned Small Business | \$_____ | %_____ |
| Service Disabled Veteran Owned Small Business | \$_____ | %_____ |

Each participation percentage above shall be accompanied by detailed supporting documentation regarding the individual commitments. Detailed explanations shall also be provided when the percentages fall short of the DOD goals.

- 5. List principal supplies/services to be subcontracted to:

| | |
|-----------------|---------------------------------|
| Name of Company | Identify type of service/supply |
|-----------------|---------------------------------|

Large:

Small:

Small Non-Disadvantaged:

Small Disadvantaged:

Women-Owned Small Business:

HUBZone Small Business:

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 92 of 99 |
| | PIIN/SIIN W15P7T-04-R-G201 | MOD/AMD |

Name of Offeror or Contractor:

Veteran Owned Small Business:

Service Disabled Veteran Owned Small Business:

Historically Black Colleges and
Universities/Minority Institutions (HBCUs/MI):

NOTE: For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged and should be broken out separately.

6. Prior Performance Information: Provide any information substantiating the Offeror's track record of utilizing small businesses on past contracts. For Large Businesses: include ACO Rating and SF 295 Information. For Large and Small Businesses: provide descriptive information for all Small Business categories. Any information concerning long-term relationships with Small Business Subcontractors, such as Mentor Protg relationships, should be provided.

Extent of Commitment: Provide documentation regarding enforceable commitments to utilize each Small Business as defined in FAR Part 19, as subcontractors. Bilateral agreements between the Offeror and proposed subcontractor constitute enforceable agreements.

Provide the names of Protege firms being utilized in the proposal as subcontractors.

8. DOD has established small business goals as an assistance to assure small business receives a fair proportion of DOD awards. The goals are as follows: Small Business: 23% of the total contract value; Small Disadvantaged Business: 5% of the total contract value; Women-Owned Small Business: 5% of the total contract value; Historically Underutilized Business Zone (HUBZone) Small Business: 3% of the total contract value; Veteran Owned Small Business: 3% of the total contract value; Service Disabled Veteran Owned Small Business: 3% of the total contract value.

(2) Part II - Small Business Subcontracting Plan.

Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. This plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both Large and Small businesses. The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a Large Business and it will be incorporated into any resultant contract.

3. PRICE FACTOR (VOLUME III).

The Offeror's price proposal shall reflect a Firm Fixed Price (FFP) for the FBCE2 V-4 Appliqu computer system, with separate range prices for each LRU and their related warranties. The price will be evaluated as a total system consisting of the four LRUs and related warranties. The optional support services (e.g. test support and repair services) shall be proposed on a Time and Materials (T&M) basis. This volume of the Offeror's proposal shall contain the following:

a. Section 1 - Price: The evaluated price, consists of a combination of Range Prices for the four LRUs and related warranties for FY 04 - FY 08 requirements, plus the Non Range Prices for non IDIQ items (First Article Requirements, Testing, priced data items, etc.). Offerors are required to submit prices for each range for each Government fiscal year (FY) as set forth in Section B. All line items shall be completed unless the Government has marked them as Not Separately Priced (NSP) as set forth in Section B.

b. Section 2 - T&M Labor Rates for FY 04-08. The Offeror shall propose labor categories and associated loaded labor rates to perform the services described in the SOW for all "Contractor Support Services", for each skill set contained in Attachment 1 to Section L. No composite rates for labor categories are allowed. If an Offeror's labor categories do not match the job description on a one to one basis, the Offeror may add the necessary categories and apportion the labor hours according to its anticipated usage. When subcontracting or teaming is proposed, rates must be clearly distinguished as either the Offeror's rate or the proposed subcontractor's rate. In accordance with FAR 52.232-7(b), prime Offeror profit will not be allowed on proposed subcontractor loaded labor rates, other

Name of Offeror or Contractor:

direct costs and materials. Proposed subcontractors will be held to the same requirements with regard to lower tiered proposed subcontractors. Each Offeror must propose loaded labor rates that demonstrate a reasonable progression between the different skill levels, i.e. - senior engineer, engineer, junior engineer, or engineer I, engineer II, engineer III, etc.

4. PERFORMANCE RISK FACTOR (VOLUME IV).

The Offeror shall submit its Volume IV Performance Risk Factor Proposal in a separate file. Sections 1 & 2 of this file shall contain the Offeror's description of all Government and commercial contracts (prime contracts and subcontracts awarded or ongoing within three years prior to the date of issuance of the solicitation) that are relevant to the efforts required by this solicitation. Relevant is defined as those production or service contracts for equipment similar in complexity and technology to the FBCB2 V-4 Appliqu computer system. Section 3 of this file will be specific FBCB2 contract performance, as described below. The Offeror's description of past performance for each contract shall emphasize technical performance, schedule and cost. Each contract description of relevant past performance shall be submitted as a contiguous description, but shall be organized into the following sections.

a. Section 1 - Related Contract Information. The description shall include information in the following format:

(1) The Offeror's (and the Offeror's major subcontractors') place of performance, CAGE Code and DUNS Number. A major subcontractor is defined as a subcontractor that will perform a significant portion of the effort. A significant portion of the effort is defined as a subcontract effort that is at least 10% of the total proposed price or that is expected to provide critical efforts (e.g., LRU component manufacturing) necessary to meet the Government's requirements.

(2) Government (or commercial) Contracting activity, address, telephone number, e-mail address and FAX number.

(3) Procuring Contracting Officer's name, telephone number, e-mail address and FAX number.

(4) Government (or commercial) Contracting activity technical representative's/COR's name, telephone number, e-mail address and FAX number.

(5) Government (or commercial) Contract Administration activity, and the name, telephone number, e-mail address and FAX number of the Administrative Contracting Officer (ACO).

(6) Government (or commercial) Contract Administration activity's Pre-Award Monitor's name, telephone number, e-mail address and FAX number.

(7) Contract number.

(8) Contract award date.

(9) Contract type (e.g., Firm Fixed Price, Time and Materials, Cost Plus Fixed Fee).

(10) Award price/cost.

(11) Final or projected final, price/cost.

(12) Original delivery schedule.

(13) Final or projected final, delivery schedule (with discussion of major changes).

b. Section 2 - Related Performance. The Offeror shall provide a specific narrative explanation for each contract cited describing the objectives achieved and detailing how the effort is similar to the requirements of this solicitation. For the Government contracts that did not/do not meet cost, schedule, or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken. The Offeror shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

c. Section 3 - Technical Performance. This section will be a review of the items delivered for the FBCB2 LRIP effort to date. Specific areas to be addressed are as follows:

Reliability

Failure rates of warranted and out of warranty items

Ability to meet or exceed the required performance specification

Ability to meet or exceed the required repair turn around time (TAT)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

Design changes from the last system delivered; ECP incorporation and any associated testing

d. Section 4 - New Corporate Entities. New corporate entities may submit contract and Point of Contact (POC) data on prior contracts involving their officers and employees, with a description of the relationship to this project/contract effort. However, in addition to the other requirements described above, the Offeror shall discuss in detail the role performed by such person(s) in the prior contracts cited and compare it to the role to be performed by such person(s) for the effort specified in this solicitation.

e. Section 5 - Subcontracts. The Offeror shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed major subcontractors. The Offeror shall provide the above required contract and POC information for any proposed subcontractor that will perform a significant portion of the effort.

5. CERTIFICATIONS AND REPRESENTATIONS.

The Offeror shall submit the completed forms, representations and certifications required by RFP Form SF-33 and Sections A-L.

SECTION L -

FOR CLARIFY OF T&M Labor Categories & Rates pricing, SEE ATTACHMENT 004 to this solicitation.

TIME AND MATERIALS LABOR CATEGORIES AND RATES

Table with 5 columns: 1. LABOR CATEGORY, 2. SKILL SET, 3. CEILING HOURS/YEAR, LOADED RATE FY04, LOADED RATE FY05. Rows include Systems Engineer, Hardware Engineer, Electrical Engineer (Senior, Mid, Junior Level), Mechanical Engineer (Senior, Mid, Junior Level), and Quality Assurance /Product Assurance Engineer and Technician.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Name of Offeror or Contractor:

| | | | | | | |
|---|---|--------|----|----|---------|----|
| implementation of corrections. Maintains a failure reporting and corrective action system. Prepares reports, specifications and attends meetings and reviews. | 1000 | \$ | \$ | \$ | \$ | \$ |
| \$ | | | | | | |
| Test Engineer | BS degree with five or more years of related job experience. Performs test and analysis of equipment. Troubleshoots system/equipment. Participates in exercises and demonstrations. Witnesses Government and third party test events. Assures quality of systems, equipment and components. Recommends solutions to test related issues and prepares plans, procedures, reports and test documentation. Participates in meetings and reviews. | 1000 | \$ | \$ | \$ | \$ |
| \$ | | | | | | |
| In-Plant Maintenance Technician | Five years experience repairing communications-electronic equipment. Diagnoses, trouble shoots, analyzes and makes repairs. Refurbishes equipment and maintains repair records. Operates all systems and equipment necessary to perform depot maintenance. | 1000 | \$ | \$ | \$ | \$ |
| \$ | | | | | | |
| Project Manager | MS degree with ten or more years of related job experience. Manages and supervises program work efforts, allocates resources, makes program decisions and can obligate the contractor contractually and financially. | 1000 | \$ | \$ | \$ | \$ |
| \$ | | | | | | |
| EACH YEAR | TOTAL STAFF-HOURS | 13,000 | | | xxxxxxx | |
| GRAND | TOTAL STAFF-HOURS | 65,000 | | | \$* | |

*Offerors shall complete this total

*** END OF NARRATIVE L 001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

SECTION M - BASIS FOR AWARD, EVALUATION FACTORS AND EVALUATION APPROACH

M-1 BASIS FOR AWARD.

Any award to be made will be based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government with appropriate consideration given to the three evaluation factors: Technical, Price and Performance Risk. The Technical Factor is more important than the Price Factor, which is more important than the Performance Risk Factor. Within the Technical Factor, the System Design Subfactor is more important than the Schedule Subfactor which is more important than the Technology Insertion Subfactor. The Technology Insertion Subfactor is more important than the Test Subfactor which is more important than the Small Business Participation Plan Subfactor. Offerors are cautioned that award may not necessarily be made to the lowest priced Offeror. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor and all Technical Subfactors.

M-2 FACTORS AND SUBFACTORS TO BE EVALUATED

1. Technical Factor

- (a) System Design Subfactor
- (b) Schedule Subfactor
- (c) Technology Insertion Plan Subfactor
- (d) Test Subfactor
- (e) Small Business Participation Plan Subfactor

2. Price Factor

3. Performance Risk Factor

M-3 EVALUATION APPROACH.

All proposals shall be subject to evaluation by a team of Government personnel. Non-Government advisors ESP, Inc. and JST (a sole proprietorship) will be used in connection with the evaluation of the Technical and Performance Risk Factors.

1. Technical Factor.

Technical Subfactors (a) through (d) will be evaluated considering the following:

(i) Understanding of Problems

The extent to which the proposal demonstrates a clear understanding of all technical features involved in solving the problems and meeting the requirements. The extent to which uncertainties are identified and resolutions proposed.

(ii) Feasibility of Approach

The extent to which the proposed approach is workable and the end results achievable. The extent to which successful performance is contingent upon proven techniques. The proposal will be evaluated to determine whether the Offeror's methods and approach in meeting the requirements in a timely manner provide the Government with a high level of confidence of successful completion.

(iii) Completeness

The extent to which the requirements have been considered, defined, and satisfied, rating each proposal strictly in accordance with its written content. Evaluators will not assume that the Offeror's performance will include areas not specified in the proposal.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-G201 | Page 97 of 99 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

In addition to the above, the Schedule Subfactor's notional order will be evaluated considering production lead time (first production units delivered), production ramp-up rate, monthly production rate and completion of hardware deliverables. Earlier commencement of production and completion of deliveries represent better value to the Government. The Offeror's proposed contract delivery schedules shall be evaluated for consistency with the notional order's schedule.

The Small Business Participation Plan shall be evaluated in accordance with the following:

Small Business Participation Plan. All offerors (both large and small businesses) will be evaluated on their consideration of the DOD goals in paragraph f below, the level of small business commitment that they are demonstrating for the proposed acquisition, and their prior level of commitment to utilizing small businesses in performance of prior contracts. The following shall evidence small business participation:

- a. The extent to which such firms are specifically identified in proposals;
The extent of commitment to use such firms (enforceable commitments will be weighed more heavily than non-enforceable ones). Small Business Offerors will receive Small Business credit at the prime level weighed equally with enforceable commitments with Small Business Subcontractors.
- b. The complexity and variety of the work small firms are to perform;
- c. The realism of the proposal;
- d. Past performance of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan; and
- e. The extent of participation of such firms in terms of the value of the total acquisition.

DOD has established small business goals as an assistance to assure small business receives a fair proportion of DOD awards. The goals are as follows: Small Business: 23% of the total contract value; Small Disadvantaged Business: 5% of the total contract value; Women-Owned Small Business: 5% of the total contract value; Historically Underutilized Business Zone (HUBZone) Small Business: 3% of the total contract value; Veteran Owned Small Business: 3% of the total contract value; Service Disabled Veteran Owned Small Business: 3% of the total contract value (Note, for example, that a participation plan, which reflects 2% of the contract value for Woman-Owned Small Business, would also count towards the overall Small Business Goal.)

f. The extent to which the offeror provides detailed explanations/documentation supporting the proposed participation percentages.

* The Small Disadvantaged Business goal will be evaluated in accordance with the Offeror's plan or efforts to utilize SDBs and the Offeror's rationale as to the percentage of SDBs being utilized for the proposed effort.

2. Price Factor.

The following Price Evaluation Approach will be used:

(a) Total Evaluated Price. The total evaluated Price shall consist of the sum of the evaluated prices for the Range Quantities, Non-Range Quantities, and T&M Total Labor Cost. For Range Quantity CLINs/SLINs listed in Section B (each LRU and related warranty options) the price used for evaluation will be the sum of each LRU's overall average unit price times the contract's lifetime maximum order quantity for each LRU (11,000) plus the overall average unit price for each LRU's warranty times the contract's lifetime maximum order quantity calculated as follows:

Step 1. Each range price for each FY will be summed and divided by the number of ranges to obtain the average unit price for each FY.

Step 2. The average unit price for each FY (result of Step 1) will be summed and divided by the number of FYs applicable to that CLIN/SLIN to obtain the overall average unit price.

Step 3. The overall average unit price (result of Step 2) will be multiplied by the CLIN/SLIN maximum quantity as reflected in Section B. The result will be the evaluated price for that CLIN/SLIN.

Name of Offeror or Contractor:

Step 4. The sum of the evaluated CLIN/SLIN prices (result of Step 3) will be the evaluated price for the range quantities.

Example: For purposes of this example, only three contract years together with five illustrative ranges with a maximum quantity of 4,000 units are set forth below. NOTE: For the competition, all offered prices, for all contract years and for a quantity of 11,000 will be evaluated. For purposes of the price evaluation, all FYs applicable to each respective CLIN/SLIN will be evaluated.

Applicable CLIN/SLIN Maximum Quantity: 4000

| Range Quantity | FY 04 | FY 05 | FY 06 |
|----------------|----------|---------|---------|
| 1 - 50 | \$100.00 | \$98.00 | \$96.00 |
| 51- 500 | \$80.00 | \$78.00 | \$76.00 |
| 501-1500 | \$70.00 | \$68.00 | \$66.00 |
| 1501-3000 | \$65.00 | \$64.00 | \$62.00 |
| 3001-4000 | \$55.00 | \$53.00 | \$51.00 |

Calculation: Step 1. Sum each range price for each FY and divide by the number of ranges.

| Range Quantity | FY 04 | FY 05 | FY 06 |
|---------------------------------|----------|----------|----------|
| 1 - 50 | \$100.00 | \$98.00 | \$96.00 |
| 51- 500 | \$80.00 | \$78.00 | \$76.00 |
| 501-1500 | \$70.00 | \$68.00 | \$66.00 |
| 1501-3000 | \$65.00 | \$64.00 | \$62.00 |
| 3001-4000 | \$55.00 | \$53.00 | \$51.00 |
| | \$370.00 | \$361.00 | \$351.00 |
| Average Unit Price for each FY: | \$74.00 | \$72.20 | \$70.20 |

Step 2. Add the average unit price for each FY and divide by the number of FYs applicable to that CLIN/SLIN to obtain the overall average unit price.

$$(\$74.00 + \$72.20 + \$70.20) \div 3 = \$72.13$$

Step 3. Multiply the CLIN/SLIN maximum quantity as reflected in Section B by the overall average unit price (result of Step 2).

$$\$72.13 \times 4000 = \$288,520.00$$

Step 4. Add each of the evaluated CLIN/SLIN prices from Step 3. The sum of the evaluated CLIN/SLIN prices will be the evaluated price for the range quantities.

Non range prices will be evaluated by summing the price proposed for each non range priced item in Section B.

(b) Time and Materials (T&M) Effort: The Government will evaluate the T&M effort proposed by the Offeror for the Contractor Support Services (SOW Paragraph 3.6), by reviewing the Offeror's proposed labor categories and the loaded labor rates. The total T&M effort will be evaluated by multiplying the loaded hourly labor rates for each of the listed labor categories, for each of the years of the contract, by the number of hours set forth in Paragraph 3.b of Section L. The Offeror's proposed loaded labor rate for each labor category will be multiplied by the total number of hours specified in the attachment referenced below for the corresponding skill set for each FY of the contract to arrive at the sub-total for each labor category. Each sub-total will be added to determine the total labor cost. The total labor cost shall be the evaluated price for the T&M CLIN/SLIN as shown in Section B and the attached spreadsheet that will become the contract Section B.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-G201 | Page 99 of 99 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

3. Performance Risk Factor

(a). The Performance Risk evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance.

(i) The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed major subcontractors as it relates to all solicitation requirements. These requirements include all aspects of cost, schedule and performance, including the Offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) management of subcontractors; 3) adherence to contract schedules, including the administrative aspects of performance; and 4) commitment to customer satisfaction, as evidenced by reasonable and cooperative behavior.

(ii) A significant achievement or problem in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall High Risk rating. Therefore, Offerors are reminded to include all relevant past efforts within the last 3 years (e.g., production of ruggedized computer systems), including demonstrated corrective actions, in their proposals.

(b) Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the Offeror's proposal as well as data obtained from other sources. Since the Government may not interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that the burden of proving Low performance risk rests with the Offerors.

*** END OF NARRATIVE M 001 ***

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

SECTION A - SUPPLEMENTAL INFORMATION

CHANGED AS6106 52.6106 01-JAN-2004 NOTICE: SOLICITATION OMBUDSMAN

(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), Mr. Alex J. Matejka, 732-532-4916 or Alex.Matejka@us.army.mil or Alex.Matejka@mail1.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

CHANGED AS7225 52.7225 01-NOV-1996 NOTICE TO CONTRACTORS--ELIMINATION OF MILITARY SPECIFICATIONS AND STANDARDS

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.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED CS6900 52.6900 01-SEP-2003 ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)

1. The documents listed as Attachments in this solicitation/contract are directly cited within this solicitation/contract and are furnished at Section J. 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 cited at Attachment 001 through 007 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 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 006. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless explicitly stated elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available online at <http://astimage.daps.dla.mil/online/new/>. After login to ASSIST-Online click on DIDS in the left frame menu to access the Data Item descriptions; then click on the DIDS browser. When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated [Most current on-line version], and Supplements to the DoDISS. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO), Mr. Alex Matejka 732-532-4916, or Contract Specialist, Ms. Barbara Hansen 732-532-4179, of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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 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

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. 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) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this 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 documents contain all drawings cited in Attachment N/A, excluding drawings for those items which will be government-furnished for incorporation into 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 certify 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 certification 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 6.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.

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

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 time.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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):

() effective date of contract.

(X) date of contract award.

(End of clause)

CHANGED CS6905 52.6905 01-JUL-1999 DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)

cs 6905

1. The Document Summary List (DSL) 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. [SEE ATTACHMENT 005, SECTION J OF THE SOLICITATION W15P7T-04-R-G201 WHICH LISTS ALL PERTINENT 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

APPLICABLE TAILORING

| DOCUMENT NUMBER | DOCUMENT TITLE | DOCUMENT DATE |
|--|---|---------------|
| PERFORMANCE SPECIFICATIONS | | |
| FBCB2 V4-0001- Version 3.1b(SOW para 1; 3.3.3) | Performance Specification for the Force XXI Battle Command Brigade and Below (FBCB2) Appliqu+ V4 Computer System | 2 Oct 2003 |
| FBCB2-IK-0001-Version 1.5.1(SOW para 3.1.1; 3.5.2.1) | Performance Specification for the Force XXI Battle Command Brigade and Below (FBCB2) Appliqu+ V4 Installation Kit | 05 Nov 2003 |

DATA ITEM DESCRIPTIONS

| | | |
|--|--|------------|
| DI-MGMT-80227(SOW par 3.4.5) | Contractor's Progress, Status and Management | 05 Sept 86 |
| DI-MGMT-81467(SOW par 3.4.6) | Cost/Schedule Status Report | 19 Oct 95 |
| DI-MISC-80711(SOW par 3.5.2.2) | Scientific and Technical Reports | 02 Dec 88 |
| DI-NDTI-80566(SOW par 3.2.1; 3.2.2) | Test Plan | 13 Apr 88 |
| DI-NDTI-80603(SOW par 3.2.1; 3.2.2)(SOW par 3.3.2 d) | Test Procedure | 01 Jun 88 |
| DI-NDTI-80809B(SOW par 3.3.3 f) | Test/Inspection Report | 24 Jan 97 |
| 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

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Defense Index of Specifications and Standards (DODISS) [see <http://dodssp.daps.mil/> for current information] and DODISS Supplement or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) [<http://www.dtic.mil/whs/directives/corres/html/501012l.htm>]. 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 AMSDL. Obtain these documents from:

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.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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:

- 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):

TO BE COMPLETED AFTER AWARD:

- () effective date of contract.
- (X) date of contract award.

(End of clause)

CHANGED CS6930 52.6930 01-SEP-1992 POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK)

Within 30 days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

ADDED CS7910 52.7910 01-SEP-1992 INSURANCE

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

SECTION D - PACKAGING AND MARKING

| | | | | |
|-------|--------|---------|-------------|--|
| ADDED | DS7043 | 52.7043 | 01-APR-1999 | STANDARD PRACTICE FOR COMMERCIAL PACKAGING |
| ADDED | DS7047 | 52.7047 | 01-OCT-2001 | BAR CODE MARKING |
| ADDED | DS7048 | 52.7048 | 01-SEP-2002 | INSECT INFESTION PREVENTION |

SECTION E - INSPECTION AND ACCEPTANCE

| | | | | |
|-------|--------|-----------|-------------|--|
| AUTO | EF0005 | 52.246-01 | 01-APR-1984 | CONTRACTOR INSPECTION REQUIREMENTS |
| ADDED | EF0015 | 52.246-02 | 01-AUG-1996 | INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) AND ALTERNATE I (JUL 1985) |
| ADDED | EF0030 | 52.246-04 | 01-AUG-1996 | INSPECTION OF SERVICES - FIXED PRICE |
| ADDED | EF0040 | 52.246-06 | 01-MAY-2001 | INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR |
| ADDED | EF0090 | 52.246-16 | 01-APR-1984 | RESPONSIBILITY FOR SUPPLIES |

SECTION F - DELIVERIES OR PERFORMANCE

| | | | | |
|---------|--------|-----------|-------------|--|
| ADDED | FF0015 | 52.242-15 | 01-AUG-1989 | STOP-WORK ORDER |
| ADDED | FF0020 | 52.242-17 | 01-APR-1984 | GOVERNMENT DELAY OF WORK |
| ADDED | FF0025 | 52.247-29 | 01-JUN-1988 | F.O.B. ORIGIN |
| ADDED | FF0045 | 52.247-34 | 01-NOV-1991 | F.O.B. DESTINATION |
| ADDED | FF0115 | 52.247-55 | 01-JUN-2003 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY |
| CHANGED | FS6205 | 52.6205 | 01-JUN-1984 | DELIVERY |

1. Deliveries will be made in accordance with the schedule of requirements set forth in each Delivery Order. Since each Delivery Order may cover the monthly quantities required for one or more months, it is understood and agreed that Delivery Orders shall be issued a minimum of TBD [see CDRL P004, DI-NTDI 80809B FOR INSTRUCTIONS] calendar days in advance of the month that the first monthly quantity in any Delivery Order is due for delivery, except at least TBD calendar days for first production deliveries as indicated in paragraph 3.(a) below.

2. Shipment of production quantities shall start when indicated in Delivery Order and shall continue monthly thereafter as requested by the Contracting Officer in the Delivery Order. The cumulative monthly quantities to be so delivered shall not be less than TBD nor more than TBD . If the maximum scheduled quantities are not called for, the monthly schedule for the undelivered balance shall be based on the same minimum and maximum monthly quantities or ratios.

3. First Article samples will be required only once during life of the contract (prior to delivery of initial production quantity) and shall not be required for any subsequent Delivery Orders which may be issued, unless contractor proposes to make changes to design of approved First Article samples; in which case, the Government will have the right to require additional samples for test and approval prior to introduction of proposed design changes into production.

SECTION G - CONTRACT ADMINISTRATION DATA

| | | | | |
|---------|--------|---------|-------------|--|
| CHANGED | GS6080 | 52.6080 | 01-MAY-2000 | REPORT REQUIRED BY NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2000 |
|---------|--------|---------|-------------|--|

Report Required by National Defense Authorization Act for Fiscal Year 2000, Section 343 and to Comply fully with the Reporting Requirements at 10 U.S.C. Section 2461 (g)

This submission is expected to be coincident with requests for payment (e.g. contract vouchers, invoices, or requests for progress

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

payments). Respondents under preexisting contracts modified during this period are asked to report from October 1, 1999, or the date the contract action began whichever is later.

CONTRACTORS ARE REQUIRED TO ELECTRONICALLY SUBMIT THE FOLLOWING INFORMATION TO THE ASSISTANT SECRETARY OF THE ARMY MANPOWER AND RESERVE AFFAIRS (ASA (M&RA) DATA COLLECTION POINT SECURE WEB SITE <http://contractormanpower.us.army.mil>. INFORMATION SUBMITTED WILL BE TREATED AS CONTRACTOR PROPRIETARY INFORMATION:

CONTRACTOR NAME AND ADDRESS _____.
 CONTRACT NUMBER (INCLUDE TASK/DELIVERY ORDER NUMBER) -----_. TOTAL ESTIMATED CONTRACT OR TASK/DELIVERY ORDER VALUE _____. DIRECT LABOR HOURS EXPENDED DURING REPORTING PERIOD: (ALSO INCLUDE ESTIMATED VALUE, INCLUDING ALL LOADINGS (needed for final data reconciliation by Army)) ----- Est'd. Value _-----_.

CONTRACT LINE ITEM NUMBER (S) (CLIN) (S) ----- (as applicable).

FEDERAL SUPPLY CLASS OR SERVICE CODE relevant to the services reported
 (if you do not have this information, it can be found at : <http://web1.whs.osd.mil/peidhome/guide/mn02/SECT1.HTM>; The entire Procurement Coding Manual is at: <http://web1.whs.osd.mil/peidhome/guide/mn02/mn02.htm> ; select the most appropriate code for the predominant services reported per contract or order, and CLIN when applicable). If you are supporting an R&D organization, as opposed to performing R&D , please use the "Other Services and Construction Codes". Please do not use the "Supplies and Equipment Codes" but find the closest fit in Part B, Other Services and Construction ARMY / DOD / PURCHASE REQUEST / PROCUREMENT REQUISITION NUMBER / PROCUREMENT WORK DIRECTIVE NUMBER (PR&C, PWD, etc.) (from Contract or Task / Delivery Order award document ----- APPROPRIATION DATA PERTAINING TO THE SPECIFIC CONTRACT OR TASK / DELIVERY ORDER (if multiple appropriation, by CLIN, when applicable)-----_ and ESTIMATED VALUE FOR EACH APPROPRIATION _----- (needed for final data reconciliation with Defense Finance and Accounting System data).

PERIOD FOR WHICH THIS DATA PERTAINS (e.g., from 01 Nov 1999 to 30 Nov 1999).
 FROM: Mo / Day / Year
 TO: Mo / Day / Year

[NOTE: For preexisting contracts, the first report should start 01 Oct 1999, or start of the contract, whichever is later]

RELEVANT COMPOSITE INDIRECT LABOR RATES FOR THE SERVICES AND PERIOD REPORTED (One composite indirect labor rate will be used to estimate the number of indirect hours and a second composite indirect labor rate will be used to estimate the value of indirect hours (needed for data quality control and rationalization)

NAME AND ADDRESS OF ARMY ORGANIZATION SUPPORTED (immediate Army customer receiving / reviewing work).
 NAME AND ADDRESS OF CONTRACTING OFFICE (office that issued the Contract or Task / Delivery Order) -----
 CONTRACTOR POC, PHONE NUMBER, E-MAIL ADDRESS (will only be used to contact the respondent for clarification regarding data submission) -----.

(End of clause)

CHANGED GS7070 252.204-7004 01-OCT-2003 REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

CHANGED GS7050 52.7050 01-MAR-1999 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE
 Project Designation: -1-
 Initiating Activity: -2-
 (Item/Project Manager)
 Controlled Item Report Requirements: -3-
 Invoice Address: -4-

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Barbara Hansen, Contract Specialist

Organization Code: CECOM ACQUISITION CENTER (AMSEL-AC-CB-RT-K(HAN)

Telephone Area Code and No.: (732) 532-4179

DSN/Autovon No.: 88-992-4179

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:

Address: _
(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.

ADDED GS7055 52.7055 01-JUN-1999 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HA0120 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

CHANGED HS6110 52.6110 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

(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: No less than Windows 97.

(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 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:

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

- 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: alex.matejka@us.army.mil or Alex.Matejka@mail1.monmouth.army.mil;
The Contract Specialist's e-mail address is: barbara.ann.hansen@us.army.mil or Barbara.Hansen@mail1.monmouth.army.mil
The Technical Point of Contact's e-mail address is: Major Michael Martyn, michael.a.martyn@us.army.mil.

(End of clause)

CHANGED HS6115 52.6115 01-APR-1999 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS 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-CB-RT-K(HAN) Ms. Barbara Hansen Fort Monmouth, NJ 07703-5000 | 1 |
| Commander, US Army CECOM, ATTN: SFAE-C3S-FB Fort Monmouth, NJ 07703-5000 | 1 |
| Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E(ALE) Fort Monmouth, NJ 07703-5000 | 1 |

(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:

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

- (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.

CHANGED HS6130 52.6130 01-JUN-2002 SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (EQUIPMENT)
 1. The government shall furnish the following property to the contractor for use in performance of this contract.

| NATIONAL STOCK NUMBER | DESCRIPTION | QUANTITY | DATE TO BE DELIVERED | PURPOSE FOR WHICH FURNISHED | ACQUISITION VALUE |
|-----------------------|-------------|----------|----------------------|-----------------------------|-------------------|
|-----------------------|-------------|----------|----------------------|-----------------------------|-------------------|

GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED MATERIAL (GFM):

Government Furnished Equipment (GFE) and Government Furnished Material (GFM) shall consist of the BB 388-U battery and the FBCB2 software. Batteries shall be provided in time to meet the delivery schedule.

An FBCB2 Processor Unit - Display Unit W2 interconnect cable with integral USB Repeater Hub, will be provided for ATP, will be provided as GFM.

In addition, the computer hardware required to perform the interoperability testing, consisting of all previous year's computer hardware and any interconnecting cables, will be provided as GFM.

Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall return to the government all GFP not utilized in performance of this contract or otherwise disposed of by direction of the Contracting Officer. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

a. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures' located in Section C.

b. The contractor shall prepare the property (except AIE) for delivery LOP C/LPK C in accordance with ASTM D 3951-98 and shall ensure that all items comply with all common carrier rules and regulations. The contractor shall deliver the property F.O.B Origin in accordance with the applicable shipping/disposition instructions received from the PCO, unless otherwise stated.

c. The property shall be delivered to the government utilizing DD Form 1149 citing the same document under which it was received. The contractor shall forward a copy of DD Form 1149 to each of the addressees listed below:

Commander
 US Army Communications-Electronics Command

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

ATTN: AMSEL-LC-LEO-D-DP
Fort Monmouth, NJ 07703-5006.

(End of clause)

CHANGED HS6400 52.6400 01-SEP-2001 SPECIAL DEPLOYMENT CONTRACT REQUIREMENTS
HS6400

In accordance with the Contractor Support in the Theatre of Operations Desk Book Supplement dated 28 Mar 01 the following paragraphs address the deployment of contractor personnel into the theater of operations in support of a contingency.

The following list of special contract requirements highlights the broad range of requirements the Requiring Activity, Operations Planner, Contracting Officer, and Contractor should consider for inclusion in all contracts (System, External, or Theater) that will or potentially will be required to support deployed operations in theater. The objective is proactively facilitate peacetime or contingency support, as well as support the transition to war. The suggested language will need to be tailored for specific contractual requirements, stipulations, or Service requirements and should be considered for application on a case by case basis. When possible, these requirements should be written as performance based and incorporated in the Statement of Work.

Overview

The government may direct the contractor to perform in support of a contingency or exercise, as provided by law or defined by the applicable Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the contingency or exercise. In the event contractor employees are deployed or hired into the area of operations in support of a contingency or exercise, the following items and conditions will apply for all three types of contract support, unless otherwise noted:

Management (Systems, External and Theater Support)

The contractor shall ensure that all contractor employees, including sub-contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. Also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The contracting officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

The contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-contractors.

The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

The contracting officer may direct the contractor, at the contractors expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

Accounting for Personnel (Systems, External and Theater Support)

As directed by the contracting officer or his/her representative and based on instructions of the Theater Commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

Risk Assessment and Mitigation

Systems, External and Theater Support

The contractor will ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

If a contractor employee departs an area of operations without contractor permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be in place within 5 days or as directed by the contracting officer.

The contractor will prepare plans for support of military operations as required by contract or as directed by the contracting officer.

For badging and access purposes, the contractor will provide the Service with a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information. Changes/updates will be coordinated with service representative.

As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Systems and External Support ONLY

The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

The contractor will designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

Force Protection (Systems, External and Theater Support)

While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

Vehicle and Equipment Operation (Systems, External and Theater Support)

The contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative.

The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

The contractor and its employees will be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

On-Call Duty or Extended Hours (Systems, External and Theater Support)

The contractor shall be available to work on-call to perform mission essential tasks as directed by the contracting officer.

The contracting officer, or his/her designated representative, will identify the parameters of on-call duty.

The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

The contracting officer may negotiate an equitable adjustment to the contract consistent with pre-award cost negotiations concerning extended hours, surges, and overtime requirements.

Clothing and Equipment Issue

Systems, External and Theater Support: The contractor shall ensure that contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the governments tactical position in the field.

External and Systems Support ONLY: Contractors accompanying the force are not authorized to wear military uniforms, except for specific items required for safety and security. If required, the government shall provide to the contractor all military unique organizational clothing and individual equipment. (Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.)

Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.

The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

The contractor shall ensure that all issued organizational clothing and individual equipment is returned to the government. Upon return of organizational clothing and individual equipment to the government, the contractor shall be responsible for requesting, maintaining, and providing to the contracting officer documentation demonstrating the return of issued organizational clothing and individual equipment to government control.

The contracting officer will require the contractor to reimburse the government for organizational clothing and individual equipment lost or damaged due to contractor negligence.

Legal Assistance (External and Systems Support ONLY)

The contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

While contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions and as permissible under Military Department Regulations:

The legal assistance is in accordance with applicable international or host nation agreements.

The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys.

Central Processing and Departure Point (External and Systems Support ONLY)

The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. For any contractor employee determined by the government at the deployment processing site to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the re-scheduled deployment timeline as determined by the contracting officer.

The contracting officer shall identify to the contractor all required mission training and the location of the required training.

The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

The contracting officer shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

The government shall provide the contractor employees with CDE familiarization training for the performance of mission essential tasks in designated high threat countries. This training will be commensurate with the training provided to Department of Defense civilian

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

employees.

Standard Identification Cards

External and Systems Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for deployment and shall inform the contractor where the identification cards and tags are to be issued.

The contracting officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a Replacement Center.

Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Theater Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for contract performance in the theater of operations and shall inform the contractor where the identification cards and tags are to be issued.

Upon conclusion of contract performance, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Medical (External and Systems Support ONLY)

The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment. The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The government may require medical screening at the CONUS Replacement Center. (To include DNA sampling and immunizations for Contractors deploying OCONUS)

For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem can not be remedied for the specific employee in question, a replacement, having equivalent qualifications and skills, shall be provided as determined by the contracting officer.

When applicable or IAW with a standing contract, the government may provide to contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

Weapons and Training (External and Systems Support ONLY)

Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the area of operations. The government may choose to issue military specification, personal weapons and ammunition (M9 Pistols) for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. When accepted, the contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor employee must be aware that they may incur civil and criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Also when accepted, only military issued ammunition may be used in the weapon.

Prior to issuing any weapons to contractor employees, the government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war.

The contractor shall ensure that its employees adhere to all guidance and orders issued by the theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

Contractors will screen employees, and Subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. or applicable host nation laws. Evidence of screening will be presented to the contracting officer.

Passports, Visas and Customs

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail).

External and Systems Support ONLY

The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees.

At the contractor employees and/or contractors expense, the contractor employees shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees per U.S. Customs Service rates and restrictions.

Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

Theater Support ONLY

The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are working.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

Reception, Staging, Onward Movement and Integration (External and Systems Support ONLY)

Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration (RSO&I), as directed by the Theater Commander or his/her designated representative through the contracting officer or his/her designated representative.

The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

Living Under Field Conditions (External and Systems Support ONLY)

The government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract. If the above support is negotiated in the contract, at any level, the USG/contracting officer will receive consideration.

Morale, Welfare, and Recreation (External and Systems Support ONLY)

(NOTE: The government can provide these services if the CINCs agree to and can handle the increase in personnel.)

The government shall provide to contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

5.18 -- Status of Forces Agreement (External and Systems Support ONLY)

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail and the possible application of the clauses listed below)

After having consulted with the servicing legal advisor, the contracting officer shall inform the contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

The contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements.

The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

Tour of Duty/Hours of Work (External and Systems Support ONLY)

The contracting officer, or his/her representative, shall provide the contractor with the anticipated duration of the deployment.

The contractor, at his/her own expense, may rotate contractor employees into and out of the theater provided there is not degradation in mission. The contractor will coordinate personnel changes with the contracting officer.

The contracting officer shall provide the contractor with the anticipated work schedule.

The contracting officer, or his/her designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

Health and Life Insurance (External and Systems Support ONLY)

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act and Longshoremen and Harbor Workers Compensation Act administered by the Department of Labor.

Next of Kin Notification (External and Systems Support ONLY)

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

Return Procedures (External and Systems Support ONLY)

Upon notification of redeployment, the contracting officer shall authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.

The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

Miscellaneous IssuesTraining of Government Personnel (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to train Government Personnel to support the requirement. The rights and remedies of the Government under this clause is in addition to any other rights and remedies provided by law or under this contract.

Technical Data Rights (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to furnish the Government with all Technical Data Rights necessary, as determined by the Contracting Officer, to support the requirement. These rights and remedies of the Government is in addition to any other rights and remedies provided by law or under this contract.

Purchasing Resources (Systems, External and Theater Support)

When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operation.

Special Legal (Systems, External Support)

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

[BACKGROUND: Essentially, the Act applies to anyone who engages in conduct outside the US that would constitute an offense punishable by imprisonment for more than 1 year, the same as if the offense had been committed within the jurisdiction of the US. The person must be employed by or accompanying the Armed Forces outside the US. The term employed by the Armed Forces outside the US means employed as a civilian employee of DoD, as a DoD contractor or as an employee of a DoD contractor, who is present or residing outside the US in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the US means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD contractor or an employee of a DoD contractor, not a national of or ordinarily resident in the host nation.

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|------------------------------|--------|-----------|-------------|--|
| ADDED | HS7106 | 52.7106 | 01-SEP-2001 | USE OF GOVERNMENT INFORMATION TECHNOLOGY (IT) PROPERTY |
| ADDED | HS7400 | 52.7400 | 01-SEP-2002 | CONTRACTOR SUPPORT SERVICES AND KNOWLEDGE CENTER REQUIREMENTS |
| ADDED | HS7630 | 52.7630 | 01-APR-2001 | YEAR 2000 COMPLIANCE |
| SECTION I - CONTRACT CLAUSES | | | | |
| ADDED | IF0007 | 52.202-1 | 01-DEC-2001 | DEFINITIONS |
| ADDED | IF0012 | 52.203-3 | 01-APR-1984 | GRATUITIES |
| ADDED | IF0015 | 52.203-5 | 01-APR-1984 | CONVENANT AGAINST CONTINGENT FEES |
| ADDED | IF0013 | 52.203-6 | 01-JUL-1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| ADDED | IF0014 | 52.203-6 | 01-JUL-1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995) |
| ADDED | IF0010 | 52.203-7 | 01-JUL-1995 | ANTI-KICKBACK PROCEDURES |
| ADDED | IF0016 | 52.203-8 | 01-JAN-1997 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| ADDED | IF0017 | 52.203-10 | 01-JAN-1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| ADDED | IF0018 | 52.203-12 | 01-JUN-2003 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| ADDED | IF0020 | 52.204-2 | 01-AUG-1996 | SECURITY REQUIREMENTS |
| ADDED | IF0025 | 52.204-4 | 01-AUG-2000 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER |
| ADDED | IF0031 | 52.208-9 | 01-FEB-2002 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY |
| ADDED | IF0030 | 52.209-6 | 01-JUL-1995 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| ADDED | IF0032 | 52.211-5 | 01-AUG-2000 | MATERIAL REQUIREMENTS |
| ADDED | IF0038 | 52.211-15 | 01-SEP-1990 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS |
| ADDED | IF0041 | 52.213-3 | 01-APR-1984 | NOTICE TO SUPPLIER |
| ADDED | IF0061 | 52.215-2 | 01-JUN-1999 | AUDIT AND RECORDS--NEGOTIATION |
| ADDED | IF0090 | 52.215-8 | 01-OCT-1997 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT |

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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|-------|--------|-----------|-------------|--|
| ADDED | IF0067 | 52.215-10 | 01-OCT-1997 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA |
| ADDED | IF0069 | 52.215-11 | 01-OCT-1997 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS |
| ADDED | IF0070 | 52.215-12 | 01-OCT-1997 | SUBCONTRACTOR COST OR PRICING DATA |
| ADDED | IF0072 | 52.215-13 | 01-OCT-1997 | SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS |
| ADDED | IF0074 | 52.215-14 | 01-OCT-1997 | INTEGRITY OF UNIT PRICES |
| AUTO | IF0075 | 52.215-14 | 01-OCT-1997 | INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997) |
| ADDED | IF0138 | 52.219-8 | 01-OCT-2000 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| ADDED | IF0142 | 52.219-9 | 01-JAN-2002 | SMALL BUSINESS SUBCONTRACTING PLAN |
| ADDED | IF0149 | 52.219-9 | 01-JAN-2002 | SMALL BUSINESS SUBCONTRACTING PLAN ALT. II (OCT 01) |
| ADDED | IF0148 | 52.219-16 | 01-JAN-1999 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN |
| ADDED | IF0150 | 52.222-1 | 01-FEB-1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| ADDED | IF0153 | 52.222-03 | 01-JUN-2003 | CONVICT LABOR |
| AUTO | IF0159 | 52.222-20 | 01-DEC-1996 | WALSH-HEALEY PUBLIC CONTRACTS ACT |
| ADDED | IF0163 | 52.222-26 | 01-APR-2002 | EQUAL OPPORTUNITY |
| ADDED | IF0164 | 52.222-27 | 01-FEB-1999 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS for CONSTRUCTION |
| ADDED | IF0171 | 52.222-35 | 01-DEC-2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS |
| ADDED | IF0174 | 52.222-36 | 01-JUN-1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES |
| ADDED | IF0175 | 52.222-37 | 01-DEC-2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS |
| ADDED | IF0190 | 52.223-3 | 01-JAN-1997 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA |
| ADDED | IF0197 | 52.223-5 | 01-AUG-2003 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION |
| ADDED | IF0193 | 52.223-6 | 01-MAY-2001 | DRUG-FREE WORKPLACE |
| ADDED | IF0196 | 52.223-14 | 01-AUG-2003 | TOXIC CHEMICAL RELEASE REPORTING |
| ADDED | IF0166 | 52.225-3 | 01-JUN-2003 | BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE ACT. |
| ADDED | IF0200 | 52.225-5 | 01-OCT-2003 | TRADE AGREEMENTS |
| AUTO | IF0204 | 52.225-13 | 01-JAN-2004 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) |
| ADDED | IF0253 | 52.227-1 | 01-JUL-1995 | AUTHORIZATION AND CONSENT |
| ADDED | IF0255 | 52.227-2 | 01-AUG-1996 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| ADDED | IF0267 | 52.227-09 | 01-APR-1984 | REFUND OF ROYALTIES |
| ADDED | IF0274 | 52.227-14 | 01-JUN-1987 | RIGHTS IN DATA--GENERAL |
| ADDED | IF0329 | 52.229-3 | 01-APR-2003 | FEDERAL, STATE, AND LOCAL TAXES |
| ADDED | IF0341 | 52.230-2 | 01-APR-1998 | COST ACCOUNTING STANDARDS |

| | PIIN/SIIN | W15P7T-04-R-G201 | | MOD/AMD |
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| ADDED | IF0348 | 52.230-6 | 01-NOV-1999 | ADMINISTRATION OF COST ACCOUNTING STANDARDS |
| AUTO | IF0353 | 52.232-01 | 01-APR-1984 | PAYMENTS |
| ADDED | IF0368 | 52.232-07 | 01-DEC-2002 | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS |
| AUTO | IF0372 | 52.232-08 | 01-FEB-2002 | DISCOUNTS FOR PROMPT PAYMENT |
| ADDED | IF0375 | 52.232-09 | 01-APR-1984 | LIMITATION ON WITHHOLDING OF PAYMENTS |
| ADDED | IF0381 | 52.232-11 | 01-APR-1984 | EXTRAS |
| ADDED | IF0385 | 52.232-16 | 01-APR-2003 | PROGRESS PAYMENTS (APR 03) AND ALTERNATE III (APR 03) |
| ADDED | IF0387 | 52.232-17 | 01-JUN-1996 | INTEREST |
| AUTO | IF0400 | 52.232-23 ALT I | 01-JAN-1986 | ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984) |
| ADDED | IF0404 | 52.232-25 | 01-OCT-2003 | PROMPT PAYMENT |
| ADDED | IF0414 | 52.232-33 | 01-OCT-2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION |
| ADDED | IF0700 | 52.233-1 | 01-JUL-2002 | DISPUTES |
| ADDED | IF0430 | 52.233-3 | 01-AUG-1996 | PROTEST AFTER AWARD |
| ADDED | IF0479 | 52.237-02 | 01-APR-1984 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION |
| ADDED | IF0553 | 52.242-2 | 01-APR-1991 | PRODUCTION PROGRESS REPORTS |
| ADDED | IF0557 | 52.242-4 | 01-JAN-1997 | CERTIFICATION OF FINAL INDIRECT COSTS |
| ADDED | IF0582 | 52.242-12 | 01-JUN-2003 | REPORT OF SHIPMENT (REPSHIP) |
| ADDED | IF0585 | 52.242-13 | 01-JUL-1995 | BANKRUPTCY |
| ADDED | IF0586 | 52.243-01 | 01-AUG-1987 | CHANGES - FIXED PRICE |
| ADDED | IF0601 | 52.243-03 | 01-SEP-2000 | CHANGES - TIME-AND-MATERIAL OR LABOR-HOURS |
| ADDED | IF0607 | 52.243-06 | 01-APR-1984 | CHANGE ORDER ACCOUNTING |
| ADDED | IF0617 | 52.244-2 | 01-AUG-1998 | SUBCONTRACTS |
| ADDED | IF0620 | 52.244-5 | 01-DEC-1996 | COMPETITION IN SUBCONTRACTING |
| ADDED | IF0623 | 52.245-01 | 01-APR-1984 | PROPERTY RECORDS |
| ADDED | IF0626 | 52.245-2 | 01-JUN-2003 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) |
| ADDED | IF0676 | 52.245-19 | 01-APR-1984 | GOVERNMENT PROPERTY FURNISHED 'AS IS' |
| ADDED | IF0679 | 52.246-23 | 01-FEB-1997 | LIMITATION OF LIABILITY |
| ADDED | IF0682 | 52.246-24 | 01-FEB-1997 | LIMITATION OF LIABILITY--HIGH-VALUE ITEMS |
| ADDED | IF0686 | 52.246-25 | 01-FEB-1997 | LIMITATION OF LIABILITY--SERVICES |
| ADDED | IF0760 | 52.248-1 | 01-FEB-2000 | VALUE ENGINEERING |
| ADDED | IF0783 | 52.249-02 | 01-SEP-1996 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) |
| ADDED | IF0810 | 52.249-08 | 01-APR-1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) |

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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|-------|--------|--------------|-------------|--|
| ADDED | IF0837 | 52.251-01 | 01-APR-1984 | GOVERNMENT SUPPLY SOURCES |
| ADDED | IF0850 | 52.253-1 | 01-JAN-1991 | COMPUTER GENERATED FORMS |
| ADDED | IA0020 | 252.203-7001 | 01-MAR-1999 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES |
| ADDED | IA0025 | 252.203-7002 | 01-DEC-1991 | DISPLAY OF DOD HOTLINE POSTER |
| ADDED | IA0030 | 252.204-7000 | 01-DEC-1991 | DISCLOSURE OF INFORMATION |
| ADDED | IA0035 | 252.204-7002 | 01-DEC-1991 | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED |
| ADDED | IA0040 | 252.205-7000 | 01-DEC-1991 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS |
| ADDED | IA0045 | 252.209-7000 | 01-NOV-1995 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY |
| ADDED | IA0130 | 252.215-7002 | 01-OCT-1998 | COST ESTIMATING SYSTEM REQUIREMENTS |
| ADDED | IA0150 | 252.219-7003 | 01-APR-1996 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) |
| ADDED | IA0155 | 252.219-7004 | 01-JUN-1997 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) |
| ADDED | IA0160 | 252.223-7004 | 01-SEP-1988 | DRUG-FREE WORK FORCE |
| ADDED | IA0107 | 252.223-7006 | 01-APR-1993 | PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS |
| ADDED | IA0165 | 252.225-7001 | 01-APR-2003 | BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM |
| ADDED | IA0170 | 252.225-7002 | 01-APR-2003 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS |
| ADDED | IA0210 | 252.225-7004 | 01-APR-2003 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES |
| ADDED | IA0180 | 252.225-7007 | 01-OCT-2002 | BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM |
| AUTO | IA0185 | 252.225-7009 | 01-AUG-2000 | ***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) |
| ADDED | IA0191 | 252.225-7012 | 01-FEB-2003 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES |
| ADDED | IA0195 | 252.225-7022 | 01-APR-2003 | RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER |
| ADDED | IA0205 | 252.225-7025 | 01-APR-2003 | RESTRICTION ON ACQUISITION OF FORGINGS |
| ADDED | IA0100 | 252.225-7031 | 01-APR-2003 | SECONDARY ARAB BOYCOTT OF ISRAEL |
| ADDED | IA0118 | 252.225-7036 | 01-OCT-2003 | BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM |
| ADDED | IA0132 | 252.227-7013 | 01-NOV-1995 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS |
| ADDED | IA0454 | 252.227-7016 | 01-JUN-1995 | RIGHTS IN BID OR PROPOSAL INFORMATION |
| ADDED | IA0469 | 252.227-7025 | 01-JUN-1995 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS |
| ADDED | IA0472 | 252.227-7027 | 01-APR-1988 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE |
| ADDED | IA0476 | 252.227-7030 | 01-MAR-2000 | TECHNICAL DATA--WITHHOLDING OF PAYMENT |
| ADDED | IA0485 | 252.227-7036 | 01-JAN-1997 | DECLARATION OF TECHNICAL DATA CONFORMITY |

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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| ADDED | IA0488 | 252.227-7037 | 01-SEP-1999 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA |
| ADDED | IA0565 | 252.228-7000 | 01-DEC-1991 | REIMBURSEMENT FOR WAR-HAZARD LOSSES |
| ADDED | IA0570 | 252.228-7003 | 01-DEC-1991 | CAPTURE AND DETENTION |
| ADDED | IA0575 | 252.231-7000 | 01-DEC-1991 | SUPPLEMENTAL COST PRINCIPLES |
| ADDED | IA0645 | 252.239-7000 | 01-DEC-1991 | PROTECTION AGAINST COMPROMISING EMANATIONS |
| ADDED | IA0711 | 252.241-7001 | 01-DEC-1991 | GOVERNMENT ACCESS |
| ADDED | IA0715 | 252.242-7000 | 01-DEC-1991 | POST AWARD CONFERENCE |
| ADDED | IA0725 | 252.242-7004 | 01-DEC-2000 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM |
| ADDED | IA0735 | 252.243-7001 | 01-DEC-1991 | PRICING OF CONTRACT MODIFICATIONS |
| ADDED | IA0736 | 252.243-7002 | 01-MAR-1998 | CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT |
| ADDED | IA0751 | 252.245-7001 | 01-MAY-1994 | REPORTS OF GOVERNMENT PROPERTY |
| ADDED | IA0740 | 252.246-7000 | 01-MAR-2003 | MATERIAL INSPECTION AND RECEIVING REPORT |
| ADDED | IA0741 | 252.246-7001 | 01-DEC-1991 | WARRANTY OF DATA |
| ADDED | IA0752 | 252.247-7023 | 01-MAY-2002 | TRANSPORTATION OF SUPPLIES BY SEA |
| ADDED | IA0746 | 252.249-7002 | 01-DEC-1996 | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION |
| ADDED | IA0750 | 252.251-7000 | 01-OCT-2002 | ORDERING FROM GOVERNMENT SUPPLY SOURCES |
| CHANGED | IF6010 | 52.209-3 | 01-SEP-1989 | FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97) AND ALT II(SEP89) |

ALL VARIABLES PERTINENT TO FIRST ARTICLE TESTING SHALL BE IN ACCORDANCE WITH CDRL P004, DI-NTDI-80809B, LOCATED IN THE STATEMENT OF WORK ASSOCIATED WITH THIS SOLICITATION/CONTRACT.

(a) The Contractor shall test TO BE PROPOSED unit(s) of Lot/Item CLIN 1001AA through 1004AA 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 CDRL P004, DI-NTDI-80809B] calendar days from the date of this contract to [SEE CDRL P004] 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 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.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

(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.

CHANGED IF6301 52.216-18 01-OCT-1995 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract through five (5) years after contract award.

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

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

(End of clause)

CHANGED IF6304 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years from date of contract award.

(End of clause)

CHANGED IF6104 52.222-35 01-DEC-2001 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS
(DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract: N/A.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

CHANGED IF6107 52.222-36 01-JUN-1998 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) AND ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract: N/A.

CHANGED IM6105 52.XXX 01-JUL-1988 CONTINUED PERFORMANCE DURING CRISES SITUATIONS
IM6105

a. The requirements of this contract have been identified by the US Government as being essential to the mission and operational readiness of the US Army and allied forces operating within (1); therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below.

b. The contractor shall be responsible for performing all requirements of this contract notwithstanding crises situations including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States (US) or -2-, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of US and allied forces in -3-. Failure by the contractor to perform may subject the contractor to a termination of this contract by default.

c. Crises situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) three (3) is declared for that area.

d. Continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during war or state of emergency. The contractor shall notify the contracting officer of any increase or decrease in costs within ninety (90) days after continued performance has been directed by the contracting officer, or within any additional period that the contracting officer may approve in writing, but not later than the date of final

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

payment under the contract. The contractor's notice shall include the contractor's proposal for an adjustment and any data supporting the increase or decrease in the form prescribed by the contracting officer. As soon as practicable after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the disputes clause.

e. Contractor personnel and dependents will be integrated into Government Contingency Plans, and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The Government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.

CHANGED IF7165 52.222-26 01-APR-2002 EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999)
Notice: The following terms of this clause are waived for this contract: _N/A

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

ADDED IF7075 52.227-03 01-APR-1984 PATENT INDEMNITY (ALTERNATE II)

CHANGED IF7012 52.232-16 01-APR-2003 PROGRESS PAYMENTS

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall
- (i) exclude the allocable costs of the property from the costs of contract performance, and
- (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (h) Special terms regarding default. If this contract is terminated under the Default clause,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
- (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause --
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to --
- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
- (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the _____ [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

ADDED IF7200 52.243-07 01-APR-1984 NOTIFICATION OF CHANGES

ADDED IF7700 52.244-6 01-APR-2003 SUBCONTRACTS FOR COMMERCIAL ITEMS

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

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|-------|--------|----------------------|-------------|--|
| ADDED | IF7626 | 52.245-2 ALT I (DEV) | 01-JUN-2003 | GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (JUN 2003) AND ALTERNATE I (APR 1984) (DEVIATION DAR TRACKING No. 99-00008 (JUL 99)) |
| ADDED | IF7240 | 52.252-02 | 01-FEB-1998 | CLAUSES INCORPORATED BY REFERENCE |
| ADDED | IA7180 | 252.232-7003 | 01-MAR-2003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS |
| ADDED | IS7589 | 232.501-1 | 01-OCT-2001 | CUSTOMARY PROGRESS PAYMENT RATES |

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | | | | |
|-------|--------|--------------|-------------|---|
| ADDED | KF0050 | 52.203-11 | 01-APR-1991 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| ADDED | KF0155 | 52.222-19 | 01-SEP-2002 | CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES |
| ADDED | KF0160 | 52.222-21 | 01-FEB-1999 | PROHIBITION OF SEGREGATED FACILITIES |
| ADDED | KF0018 | 52.222-38 | 01-DEC-2001 | COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS |
| ADDED | KA0015 | 252.209-7001 | 01-MAR-1998 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY |
| ADDED | KA0070 | 252.227-7017 | 01-JUN-1995 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS |
| ADDED | KA0076 | 252.227-7028 | 01-JUN-1995 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT |
| AUTO | KF7010 | 52.203-2 | 01-APR-1985 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION |
| ADDED | KF7016 | 52.204-3 | 01-OCT-1998 | TAXPAYER IDENTIFICATION |
| ADDED | KF7068 | 52.204-5 | 01-MAY-1999 | WOMEN-OWNED BUSINESS |
| AUTO | KF7017 | 52.207-4 | 01-AUG-1987 | ECONOMIC PURCHASE QUANTITY--SUPPLIES |
| ADDED | KF7022 | 52.209-5 | 01-DEC-2001 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS |
| ADDED | KF7075 | 52.215-6 | 01-OCT-1997 | PLACE OF PERFORMANCE |
| ADDED | KF7061 | 52.215-7 | 01-OCT-1997 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION |
| ADDED | KF7085 | 52.222-22 | 01-FEB-1999 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS |
| ADDED | KF7091 | 52.222-25 | 01-APR-1984 | AFFIRMATIVE ACTION COMPLIANCE |
| ADDED | KF7099 | 52.223-13 | 01-AUG-2003 | CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING |
| ADDED | KF7124 | 52.227-06 | 01-APR-1984 | ROYALTY INFORMATION |
| ADDED | KF7150 | 52.230-1 | 01-JUN-2000 | COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION |
| ADDED | KA7030 | 252.217-7026 | 01-NOV-1995 | IDENTIFICATION OF SOURCES OF SUPPLY |
| ADDED | KA7041 | 252.225-7003 | 01-APR-2003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES |
| ADDED | KA7095 | 252.247-7022 | 01-AUG-1992 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA |
| ADDED | KS7130 | 52.7130 | 01-APR-1991 | INSURANCE STATEMENT OF OFFEROR |

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PIIN/SIIN W15P7T-04-R-G201

MOD/AMD

ADDED LF0219 52.219-24 01-OCT-2000 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS

ADDED LF0175 52.222-24 01-FEB-1999 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

ADDED LF0190 52.232-13 01-APR-1984 NOTICE OF PROGRESS PAYMENTS

CHANGED LF6045 52.216-01 01-APR-1984 TYPE OF CONTRACT

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.
(End of Provision)

ADDED LF7240 52.252-01 01-FEB-1998 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

ADDED LM7251 52.XXXX 01-SEP-1998 AMC-LEVEL PROTEST PROGRAM

CHANGED LS7310 52.7310 01-AUG-1995 AVAILABILITY OF STANDARDIZED MILITARY DRAWINGS

Single copies of Standardized Military Drawings (SMDs) cited in this solicitation's technical data package may be obtained by submitting a request to the supply point listed below. The request must contain the SMD document number.

Defense Electronic Supply Center

ATTN: DESC-ELA Library

1507 Wilmington Pike

Dayton, OH 45444-5767

Telephone Number: (513) 296-8447

FAX Number: (513) 296-8871

Answering Service Number: (513) 296-6095