

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 40
2. Contract No.	3. Solicitation No. W15P7T-04-B-E002	4. Type of Solicitation Sealed Bid (IFB)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCB-RT-S 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 04:00pm (hour) local time 2004FEB05 (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 ALYSSA SILIATO E-mail address: ALYSSA.SILIATO@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)532-5538
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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 <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

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 _____ (Signature of Contracting Officer)	28. Award Date

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**

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PIIN/SIIN W15P7T-04-B-E002

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.6106 NOTICE: SOLICITATION OMBUDSMAN	JUN/1997
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(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), Phillip FORGIONE. 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) 532-3028. 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: Mrs. Kathleen T. Walk
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

A-2	52.6307 EXECUTIVE SUMMARY	AUG/1996
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1. Description of the Item(s)/Service(s) being Procured. H250/U RADIO HANDSET, NSN: 5965-00-043-3463
2. Program Objectives/Needs. In accordance with the Statement of Work (see Section J)
3. Delivery Schedule. See Section B
4. Government Testing Requirements. N/A
5. Type of Contract. Firm Fixed Price - Indefinite Delivery, Indefinite Quantity
6. Format of the Contract. N/A
7. Nature of the Work. Production
8. Unusual/Specific Aspects of the Acquisition. N/A
9. Source Selection Methodology. Sealed Bidding
10. Negotiated Procurements. N/A
11. Minimum Order Quantity. 5000
12. Maximum Order Quantity. 50,000
13. Total Contract Quantity. 250,000

14. Disclaimer. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.

A-4 THE PURPOSE OF THIS SOLICITATION, W15P7T-04-B-E002, IS TO ACQUIRE H250/U RADIO HANDSETS.

A-5 THIS WILL BE A FIVE (5) YEAR FIRM FIXED PRICE, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT.

A-6 THIS IS A SMALL BUSINESS SET ASIDE.

A-7 EARLY DELIVERY AT NO ADDITIONAL COST TO THE GOVERNMENT IS ACCEPTABLE AND ENCOURAGED.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																			
0001	SECURITY CLASS: Unclassified																			
0001AA	RADIO HANDSET H250/U YEAR 1		EA	\$ _____	\$ _____															
	NOUN: RADIO HANDSET H250/U																			
	<p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>5000</td> <td>10000</td> <td>\$</td> </tr> <tr> <td>10001</td> <td>18000</td> <td>\$</td> </tr> <tr> <td>18001</td> <td>25000</td> <td>\$</td> </tr> <tr> <td>25001</td> <td>50000</td> <td>\$</td> </tr> </tbody> </table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	5000	10000	\$	10001	18000	\$	18001	25000	\$	25001	50000	\$				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
5000	10000	\$																		
10001	18000	\$																		
18001	25000	\$																		
25001	50000	\$																		
	YEAR 1																			
	THE CONTRACTOR SHALL PROVIDE RADIO HANDSET H250, NSN: 5965-00-043-3463, PRODUCED IAW STATEMENT OF WORK, ATTACHMENT 001, SECTION J.																			
	RANGE QUANTITIES ARE SET FORTH ABOVE.																			
	THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ) CONTRACT. SEE CLAUSES IN SECTION I, ENTITLED "ORDERING" (FAR 52.216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19).																			
	THIS SLIN INCLUDES PRICES FOR HANDSETS ORDERED FROM THE DATE OF AWARD THROUGH 12 MONTHS THEREAFTER (SEE SECTION M FOR EVALUATION FORMULA).																			
	(End of narrative B001)																			
	<u>Packaging and Marking</u>																			
	<u>Inspection and Acceptance</u>																			
	INSPECTION: Origin ACCEPTANCE: Origin																			
	<u>Deliveries or Performance</u>																			
	DOC SUPPL																			
	REL_CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD																			
	001																			
	FOB POINT: Destination																			
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE																			

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>(SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SUPPLIES WILL BE ORDERED BY ISSUANCE OF DELIVERY ORDERS. EACH DELIVERY ORDER SHALL SET FORTH THE QUANTITY, DESCRIPTION, DELIVERY SCHEDULE, SHIPPING INSTRUCTIONS AND UNIT PRICE.</p> <p>(End of narrative F001)</p> <p><u>DELIVERY SCHEDULE</u></p> <p>1000 each 30 days after receipt of order 2000 each 60 days after receipt of order 2000 each 90 days after receipt of order 4200 each 120 days after receipt of order and per month thereafter</p> <p>(End of narrative F002)</p>																			
0002	SECURITY CLASS: Unclassified																			
0002AA	<p><u>RADIO HANDSET H250/U YEAR 2</u></p> <p>NOUN: RADIO HANDSET H250/U</p> <p><u>Range Quantities</u></p> <table border="1" data-bbox="259 1344 649 1501"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>5000</td> <td>10000</td> <td>\$</td> </tr> <tr> <td>10001</td> <td>18000</td> <td>\$</td> </tr> <tr> <td>18001</td> <td>25000</td> <td>\$</td> </tr> <tr> <td>25001</td> <td>50000</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR 2</p> <p>THE CONTRACTOR SHALL PROVIDE RADIO HANDSET H250/U, NSN: 5965-00-043-3463, PRODUCED IAW STATEMENT OF WORK, ATTACHMENT 001, SECTION J.</p> <p>RANGE QUANTITIES ARE SET FORTH ABOVE.</p> <p>THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ) CONTRACT. SEE CLAUSES IN SECTION I, ENTITLED "ORDERING" (FAR 52.216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19).</p> <p>THIS SLIN INCLUDES PRICES FOR HANDSETS ORDERED 12 MONTHS FROM DATE OF AWARD THROUGH</p>	FROM	TO	UNIT PRICE	5000	10000	\$	10001	18000	\$	18001	25000	\$	25001	50000	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE																		
5000	10000	\$																		
10001	18000	\$																		
18001	25000	\$																		
25001	50000	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>12 MONTHS THEREAFTER (SEE SECTION M FOR EVALUATION FORMULA).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SUPPLIES WILL BE ORDERED BY ISSUANCE OF DELIVERY ORDERS. EACH DELIVERY ORDER SHALL SET FORTH THE QUANTITY, DESCRIPTION, DELIVERY SCHEDULE, SHIPPING INSTRUCTIONS AND PRICE.</p> <p>(End of narrative F001)</p> <p><u>DELIVERY SCHEDULE</u></p> <p>1000 each 30 days after receipt of order 2000 each 60 days after receipt of order 2000 each 90 days after receipt of order 4200 each 120 days after receipt of order and per month thereafter</p> <p>(End of narrative F002)</p>				
0003	SECURITY CLASS: Unclassified				
0003AA	<u>RADIO HANDSET H250/U YEAR 3</u>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
	<u>DELIVERY SCHEDULE</u>				
	1000 each 30 days after receipt of order				
	2000 each 60 days after receipt of order				
	2000 each 90 days after receipt of order				
	4200 each 120 days after receipt of order and per month thereafter				
	(End of narrative F002)				
0004	SECURITY CLASS: Unclassified				
0004AA	<u>RADIO HANDSET H250/U YEAR 4</u>		EA	\$ _____	\$ _____
	NOUN: RADIO HANDSET H250/U				
	<u>Range Quantities</u>				
	<u>FROM TO UNIT PRICE</u>				
	5000 10000 \$				
	10001 18000 \$				
	18001 25000 \$				
	25001 50000 \$				
	YEAR 4				
	THE CONTRACTOR SHALL PROVIDE RADIO HANDSET H250, NSN: 5965-00-043-3463, PRODUCED IAW STATEMENT OF WORK, ATTACHMENT 001, SECTION J.				
	RANGE QUANTITIES ARE SET FORTH ABOVE.				
	THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ) CONTRACT. SEE CLAUSES IN SECTION I, ENTITLED "ORDERING" (FAR 52.216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19).				
	THIS SLIN INCLUDES PRICES FOR HANDSETS ORDERED 36 MONTHS FROM DATE OF AWARD THROUGH 12 MONTHS THEREAFTER (SEE SECTION M FOR EVALUATION FORMULA).				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SUPPLIES WILL BE ORDERED BY ISSUANCE OF DELIVERY ORDERS. EACH DELIVERY ORDER SHALL SET FORTH THE QUANTITY, DESCRIPTION, DELIVERY SCHEDULE, SHIPPING INSTRUCTIONS AND PRICE.</p> <p>(End of narrative F001)</p> <p><u>DELIVERY SCHEDULE</u></p> <p>1000 each 30 days after receipt of order 2000 each 60 days after receipt of order 2000 each 90 days after receipt of order 4200 each 120 days after receipt of order and per month thereafter</p> <p>(End of narrative F002)</p>																			
0005	SECURITY CLASS: Unclassified																			
0005AA	<p><u>RADIO HANDSET H250/U YEAR 5</u></p> <p>NOUN: RADIO HANDSET H250/U</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>5000</td> <td>10000</td> <td>\$</td> </tr> <tr> <td>10001</td> <td>18000</td> <td>\$</td> </tr> <tr> <td>18001</td> <td>25000</td> <td>\$</td> </tr> <tr> <td>25001</td> <td>50000</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR 5</p> <p>THE CONTRACTOR SHALL PROVIDE RADIO HANDSET H250, NSN: 5965-00-043-3463, PRODUCED IAW STATEMENT OF WORK, ATTACHMENT 001, SECTION J.</p> <p>RANGE QUANTITIES ARE SET FORTH ABOVE.</p>	FROM	TO	UNIT PRICE	5000	10000	\$	10001	18000	\$	18001	25000	\$	25001	50000	\$		EA	\$ _____	\$ _____
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25001	50000	\$																		

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

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PIIN/SIIN W15P7T-04-B-E002

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999
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1. The Document Summary List (DSL) (see below) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

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

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

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME: DoDD 5230.24 (D)

DOCUMENT TITLE: Distribution Statements on Technical Documents

DOCUMENT DATE: 3/18/87

(CONTRACT REFERENCE): SOW Para 3.4.1

DOCUMENT CATEGORY: Cat 1

DOCUMENT NAME: GL-SC-B-57985

DOCUMENT TITLE: Mechanical Gage Required

DOCUMENT DATE: 2/22/01

(CONTRACT REFERENCE): Cat 1

DOCUMENT CATEGORY: N/A

DOCUMENT NAME: GL-SC-B-58877

DOCUMENT TITLE: Mechanical Gage Required

DOCUMENT DATE: 2/22/01

(CONTRACT REFERENCE): Cat 1

DOCUMENT CATEGORY: N/A

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

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 2002 and DODISS Supplement dated May 1, 2003 or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated April 1, 2003. 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.

Name of Offeror or Contractor:

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.

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.

Name of Offeror or Contractor:

Commander, US Army Communications-Electronics Command
ATTN: AMSEL-LC-LEO-D-DP-P
Fort Monmouth, NJ 07703-5000

3.2.1 A report is required even though there may not be discrepancies to be reported.

3.2.2 The contractor may be requested to submit corrective action under the configuration management requirement of this contract.

3.2.3 Upon receipt of GFE gages/ETFs, the contractor shall promptly record the property in its property control records. The contractor shall report annually (end of July) and 30 days before contract completion or termination the status of gages and ETFs. All reporting shall be to:

Commander, US Army Communications-Electronics Command
ATTN: AMSEL-LC-LEO-D-DP-P (Gage Office)
Fort Monmouth, NJ 07703-5000

The report shall include the basic information listed below regarding each government gage and ETF.

1. Gage number
2. Tool (Serial) number
3. Contract number
4. Physical location of Gage/ETF

3.2.3.1 The contractor shall annually and upon termination or completion of this contract physically inventory all government furnished gages and ETFs in its possession or control, including subcontractors. Personnel who perform the physical inventory shall not be the same individuals who maintain the property record.

3.2.3.2. Audit. The government may audit the contractor's records as frequently as conditions warrant. These audits may take place at any time during contract performance, upon contract completion or termination, or at any time thereafter during the period the contractor is required to retain such records. The contractor shall make all such records and related correspondence available to the auditors.

3.3 The contractor shall establish and maintain a calibration program in accordance with either ISO 10012-1 or ANSI/NCSL Z540-1-1994.

3.4 ETF/GAGES shall be used only for product verification inspection in accordance with applicable specification(s) and/or drawing(s). If such specification(s) and/or drawing(s) do not specify the use of ETF/GAGES, the contractor shall use the ETF/GAGES for electronic/mechanical interchangeability during product verification inspection, using a government acceptable sampling plan.

3.5 The contractor shall make the ETF/GAGES available to the Government Quality Assurance Representative in accordance with inspection requirements specified in Section E of this solicitation/contract.

3.6 ETF/GAGES shall be disposed of in accordance with the 'Schedule of Government-Furnished Property' clause in Section H and the following instructions:

3.6.1 Each submission/delivery of ETF/GAGES shall be packaged and packed in accordance with best commercial practices, and in a manner that will afford protection against corrosion, deterioration, and physical damage during direct shipment to the receiving activity listed below.

3.6.2 ETF/GAGES will be returned to the following address:

U.S. Army District TMDE Support Center
ATTN: AMSAM-TMDE-GA-T(John Peters)
11 Hap Arnold Blvd., Bldg. 12
Tobyhanna, PA 18466-5104

For fixed-price contracts, ETF/Gage shipping charges are the responsibility of the contractor.

3.6.3 The contractor shall forward a copy of DD Form 1149 (as required in Section H) to the addressee specified in paragraph 3.2 above.

3.6.4 The contractor shall return the gages and/or Electronic Test Fixtures (ETFs) in the same working condition as the beginning of the contract except for normal wear and tear. Government personnel at Tobyhanna will inspect the gages/ETFs. If the gages/ETFs are

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
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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.

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

'I certify that on _____ (insert date), the _____ (insert Contractor's name) furnished the supplies or services called for by Contract No. _____ via _____ (Carrier) on _____ (identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.'

Date of Execution: _____

Signature: _____

Title: _____

(End of Clause)

All Certificates of Conformance shall be distributed as follows:

(i) The contractor's signed certificate shall be attached or included on the top of the inspection or receiving report distributed to the payment office.

(ii) One copy will be attached to the applicable inspection and receiving report form (DD Form 250, DD Form 1155, or Standard Form 44) that is included with each shipment.

(iii) Mail one copy to:

Commander, US Army Communication-Electronics Command
ATTN: AMSEL-LC-COM-_____
Fort Monmouth, NJ 07703-5023.

(iv) One copy retained in contractor's file for 1 year.

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to all SLINS.

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	52.7025 PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: TBD
(City, County, State)Packaging and Packing: TBD
(City, County, State)Shipping Point (at or near): TBD
(Street Address, City, State, Zip Code)Producing facilities: TBD
(Owner, Street Address, City, State, Zip Code)Operator: TBD
(Operator, Street Address, City, State, Zip Code)

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

TBD
(Street Address, City, State)

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

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

G-2	52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: H250/U RADIO HANDSETInitiating Activity: CECOM LRC COMMUNICATIONS DIRECTORATE
(Item/Project Manager) Henry LouieControlled Item Report Requirements: N/AInvoice Address: TBD

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Alyssa SiliatoOrganization Code: AMSEL-AC-CB-RT-RTelephone Area Code and No.: (732)-532-5538DSN/Autovon No.: 992-5538

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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: TBD

Address: TBD_
(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-3 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

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

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

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

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail.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-4 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

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

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

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

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

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

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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: MICROSOFT 2000

(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: Phillip.Forgione@mail1.monmouth.army.mil
 The Contract Specialist's e-mail address is Alyssa.Siliato@mail1.monmouth.army.mil
 The Technical Point of Contact's e-mail address is: Henry.Louie@mail1.monmouth.army.mil

(End of clause)

H-3	52.6130	SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (EQUIPMENT)	JUN/2002
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1. The government shall furnish the following property to the contractor for use in performance of this contract.

NATIONAL

DATE TO BE

PURPOSE FOR

ACQUISITION

Name of Offeror or Contractor:

STOCK NUMBER	DESCRIPTION	QUANTITY	DELIVERED	WHICH FURNISHED	VALUE
GL-SC-B-57985	MECHANICAL GAGE	1	90 DAC	ACCEPTANCE/INSPECTION	N/A
GL-SC-B-58877	MECHANICAL GAGE	1	90 DAC	ACCEPTANCE/INSPECTION	N/A

NOTE: If successful bidder already has required gages from an existing contract, use those gages on a rent-free, non-interfering basis for the new contract.

2. Delivery of Government-Furnished Property. Government-Furnished Property (GFP) will be delivered to the 'producing facility' as identified by the contractor in the 'Place of Performance and Shipping Point' provision in Section G of the schedule, unless herein stated otherwise by the contractor:

- a. Except as provided by paragraph 4 below (Procurement Models), delivery schedules shall be based on the GFP delivery dates specified above.
- b. If the GFP is not received in accordance with the above schedule, the contractor shall notify the Procuring Contracting Officer (PCO) within seven days after the date for receipt established by the above schedule.
- c. Note Concerning Electronic Test Fixtures and Mechanical Gages. When Electronic Test Fixtures (ETF) and/or Mechanical Gages (GAGES) are to be acquired by the contractor, such ETF/GAGES will become government property upon government acceptance, and the shipment and disposition instructions of this provision apply.

3. Contractor Inspection of GFP. The contractor shall inspect all GFP within 30 calendar days of its receipt. If the inspection reveals GFP damages or discrepancies, the contractor shall:

- a. Complete the appropriate form:

SF 364 - Report of Discrepancy. Used to report materiel discrepancies including condition of materiel, incorrect supply documentation, misdirected materiel, overages and/or shortages, duplicate shipments, packaging discrepancies, item technical data markings and wrong items.

SF 361 - Discrepancy in Shipment Report. Used to report any transportation discrepancy in shipment through the Defense Transportation System (DTS) and shipment within CONUS moved by commercial carrier (lost or damaged).

SF 368 - Quality Deficiency Report. Used to report defects or nonconforming conditions which limit or prohibit the product from fulfilling its intended purpose, including deficiencies in design, specification, material, manufacturing and workmanship.

- b. Obtain certification from the designated Government Quality Assurance Representative.
- c. Forward the completed, certified form within seven calendar days, as follows:

FORM	DISTRIBUTION
SF 364	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy
SF 361	AMSEL-LC-LEO-D-DP-DT - 2 copies PCO - 1 copy
SF 368	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy ACO - 1 copy

- d. When the contractor considers any damage attributable to the carrier, the contractor will arrange for and document a confirming inspection by the carrier's representative.

Name of Offeror or Contractor:

4. Procurement Models. If the 'Statement of Work for Procurement Model' is included with this contract (see Section J), the contractor may obtain the procurement model, at the contractor's expense and risk, any time after five calendar days after the effective date of this contract. The contractor will contact the PCO to arrange this transaction.

5. Maintenance Data Test Equipment. Any property listed in paragraph 1 as 'Maintenance Data Test Equipment' shall be used by the contractor to test the preproduction model for the purpose of developing maintenance data for the required technical literature. The government's action in furnishing such test equipment shall not in any way modify, limit, or nullify the contractor's responsibility to furnish all required maintenance data. Such test equipment shall be returned to the government concurrently with the initial production delivery.

(X) STANDARD CLAUSE (X will be inserted if paragraph is applicable; if not applicable, N/A should be inserted. See Variable Clause, paragraph 6, at end of clause.)

6. Shipment of GFP. Within 30 calendar days after the contractor receives the applicable shipping instructions from the PCO (or designated property representative), the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO.

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.

(N/A) VARIABLE CLAUSE

6. Shipment and 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 submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO. Once received, the contractor shall return all GFP to the government in accordance with these instructions.

a. 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.

b. 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.

c. 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, marked for:

(TBD) (insert info received from LEO via Request for Avail AMSEL-AC-FL 373).

d. 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 one 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.

Name of Offeror or Contractor:

(End of clause)

H-4 52.7301 ORDERING AUTHORITY

APR/2000

CECOM reserves the right to issue Delivery Orders on behalf of any DOD component.
Ordering Officers are authorized to issue Delivery Orders under this contract.

H-5 52.7302 ORDERING OFFICER AUTHORITY

SEP/2003

The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number (SLIN) in the contract. Ordering Officers are not authorized to negotiate or change any terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contract against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement (AFARS) 5101.602-2-90.

PRICE BANDING

Price banding between separate orders within 30 days of an initial order:

If the Government places an order for an additional quantity within 30 days of an initial order, the additional quantity shall share the same price as the initial quantity ordered.

After 30 days, the price for additional ordered quantities shall be the range price proposed for such quantities.

*** END OF NARRATIVE H 001 ***

The guaranteed minimum quantity for the basic award and under each delivery order is 5,000 units.

*** END OF NARRATIVE H 002 ***

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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	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT/1997
I-14	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING	OCT/1995
I-15	52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT/1997
I-16	52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN/1986
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-28	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-09	REFUND OF ROYALTIES	APR/1984
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.232-01	PAYMENTS	APR/1984
I-33	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-11	EXTRAS	APR/1984
I-35	52.232-16	PROGRESS PAYMENTS (APR 03) AND ALTERNATE I (MAR 2000)	APR/2003
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	OCT/2003
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-43	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-44	52.248-1	VALUE ENGINEERING	FEB/2000
I-45	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-46	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-48	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-49	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-50	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-51	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-52	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-53	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-55	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-56	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-57	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-58	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-59	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-60	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-61	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-62	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-63	52.216-18	ORDERING	OCT/1995
<p>(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 anytime and from time to time from date of award until contract completion.</p> <p>(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.</p> <p>(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.</p> <p>(End of clause)</p>			
I-64	52.216-19	ORDER LIMITATIONS	OCT/1995
<p>(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.</p> <p>(b) Maximum order. The Contractor is not obligated to honor--</p> <ol style="list-style-type: none">(1) Any order for a single item in excess of 50,000;(2) Any order for a combination of items in excess of 50,000 against a given year's CLIN; or(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section. <p>(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.</p> <p>(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.</p> <p>(End of clause)</p>			
I-65	52.216-22	INDEFINITE QUANTITY	OCT/1995
<p>(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.</p> <p>(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.'</p> <p>(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.</p>			

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

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Name of Offeror or Contractor:

(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 1 (one) year past the last ordering point.

(End of clause)

I-66 52.227-03 PATENT INDEMNITY (ALTERNATE II) APR/1984
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:

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-67 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-67 RAMP UP AND SUSTAINED PEAK MONTHLY PRODUCTION RATE

On any initial order against CLIN 0001 through 0005 the contractor shall meet the delivery rates set forth in Section B. Delivery against subsequent orders shall continue at the rate at which deliveries would have occurred had the subsequent quantities been part of the initial orders; except that if deliveries against earlier orders were completed more than 30 days prior to receipt of the next order, the contractor may revert to the ramp-up rate set forth for the initial order (i.e. 1000 at 30 days ARO, 2000 at 60 days ARO, 2000 at 90 days ARO, 4200 at 120 days ARO)

EXAMPLE:

Order 0001 for 5000 is received day X, order 0002 for 16,800 is received day X + 30. The schedule for order 0002 deliveries occur,

4200 day X + 120 days

4200 150 days

4200 180 days

4200 210 days

*** END OF NARRATIVE I 001 ***

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	252.225-7017	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	APR/2002

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

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

(b) Representations.

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

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

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

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

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

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

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

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

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

___ Black American.

Name of Offeror or Contractor:

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

___ Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

Name of Offeror or Contractor:

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

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

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

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

(End of Provision)

K-6 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-7 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 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

Name of Offeror or Contractor:

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.

Name of Offeror or Contractor:

K-8 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-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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Name of Offeror or Contractor:

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of provision)

K-13

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-14

252.225-7000

BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

APR/2003

(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government-

Name of Offeror or Contractor:

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____.

(End of provision)

K-15 252.247-7022 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-16 52.7249 NOTICE--CONNECTOR GAGING JUN/1997

1. The bidder/offeror shall indicate below, if it will:

- Perform connector gaging at its facility, or

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Name of Offeror or Contractor:

- Purchase connectors from a manufacturer that will perform gaging using government-furnished gages.

This information is required to evaluate the bid in accordance with the provision in Section M entitled 'Evaluation of IFBs (RFPs) Where Electronic Test Fixtures/Mechanical Gage Line Item(s) Included in Solicitations May be Deleted Prior to Contract Award' (when applicable), and to determine if the gages will be loaned, purchased, or if government-furnished gages will be used at the subcontractor's facility:

() Perform gaging at bidder/offeror facility.

() Purchase connectors from _____.

2. Absent a response by bidder, the government will assume that gaging will be performed at bidder's facility.

3. Also see 'Statement of Work for Mechanical Gages/Electronic Test Fixtures' in Section C.

K-17 SPECIAL STANDARDS OF RESPONSIBILITY

One of the following requirements must be met in order to be eligible for receipt of an award:

- a. Vendors currently on Government contract to manufacture the H250/U Handsets;
- b. Vendors who manufactured H250/U Handset for the Government within the 36 month period;
- c. Vendors have produced H250/U or H350/U Handsets in the past and can provide evidence to the Government that all test per MIL-PRF-49078A were met and passed.

The bidder represents that-

it () has, () has not met the requirement to meet the Special Standard of Responsibility.

*** END OF NARRATIVE K 001 ***

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-01	SOLICITATION DEFINITIONS - SEALED BIDDING	APR/2002
L-2	52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	APR/2002
L-3	52.214-04	FALSE STATEMENTS IN BIDS	APR/2002
L-4	52.214-5	SUBMISSION OF BIDS	MAR/1997
L-5	52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-6	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-7	52.214-9	RESERVED per FAC 2001-15	AUG/2003
L-8	52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL/1990
L-9	52.214-12	PREPARATION OF BIDS	APR/1984
L-10	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-11	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a five (5) year Indefinite Delivery Indefinite Quantity (IDIQ) Fixed Firm Price (FFP) contract resulting from this solicitation.

(End of Provision)

L-12 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the PCO, Phillip Forgione.

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

(End of provision)

L-13 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-14 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

Name of Offeror or Contractor:

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-14 INSTRUCTION TO BIDDERS

Bidders are to submit prices for all items and all ranges for all production quantities for all five (5) ordering periods. Bidders are to fill in prices in Section B of the solicitation. Failure to submit prices for all items and ranges will result in the offer being considered unresponsive. Include in prices all production, packaging and shipping cost associated with the production quantity for all items.

Award will be made to the lowest priced, responsive, responsible bidder.

Bidder's attention is called to clause 52.214-5 "Submission of Bids".

L15

Hand carried bids will not be accepted. All bids must be either submitted electronically, mailed, FedExed, or some other form of commercial delivery. Bidders must allow enough time for their packages to go through CECOM security measures. It is recommended that bidders send bids through some form of traceable mail, which will provide a form of proof documenting receipt of bid to Fort Monmouth.

L16

Bids must be received by 05 FEBRUARY 2004 at 4:00PM, EST. The date and time of receipt of bid will be stamped by CECOM's TILO office.

The public opening will occur on 06 FEBRUARY 2004 AT 1:00AM, EST.

L-17

Public opening of bids will take place at Monmouth County Public Library, Eastern Branch, Shrewsbury, New Jersey.

*** END OF NARRATIVE L 001 ***

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

Regulatory Cite	Title	Date
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M-1	52.7100 ALL OR NONE BASIS FOR AWARD	SEP/1997
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A bidder/offeror must quote on all items in Section B of this solicitation to be eligible for award. The government reserves the right to award the items in Section B on an 'all-or-none' basis; therefore, evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

M-2	52.7300 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
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a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

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

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

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

SECTION M - BASIS FOR AWARD

EVALUATION PROCEDURES

1.0 BASIS FOR AWARD

1.1 The one award to be made will be based on the lowest priced bid, by a responsible contractor, that is determined by price analysis to be the most beneficial to the Government, with appropriate consideration given to the price-related factors below.

Award will be made to the lowest priced, responsive, responsible bidder.

2.0 MINIMUM REQUIREMENTS

All requirements identified in the Statement of Work (SOW) must be met. Any bid that fails to conform to the essential requirements of the invitation for bids shall be rejected.

3.0 PRICE ANALYSIS

3.1 The Government will evaluate the Bidders proposed prices by comparison of proposed prices received from each Bidder in response to this bid. The evaluation will be based on adding the non-range quantity prices and the range quantity prices in Section B (with weight factors applied to each range quantity). Range prices will be evaluated in accordance with the formula below:

Determination of Evaluated Unit Price for Range Quantities

For evaluation purposes, the following formula will be utilized for calculating the Evaluated Unit Price for each CLIN/SLIN that has a range quantity:

$$EVUP = \frac{(UP1 \times MQR \times WF1) + (UP2 \times MQR2 \times WF2) + (\dots)}{MQR1 \times WF1 + MQR2 \times WF2 + (\dots)}$$

EVUP = Evaluated Unit Price

UP = Bidders proposed Unit Price for each range quantity

MQR = Maximum Quantity in each range

WF = Weight Factor for each range

Explanation

1. Each Bidders proposed Unit Price with range quantities will be multiplied by the Maximum Quantity in each range times the Weight Factor for that range to give a Weighted Range price for that range.

Name of Offeror or Contractor:

2. The weighted range prices will then be added to determine a total Weighted price.
3. The Maximum Quantities for each range will be multiplied by the corresponding Range Weight Factor and will be summed to determine a Weighted Range Quantity.
4. The Weighted Range price from step 2 will be divided by the Weighted Range Quantity from Step 3 to determine the EVUP.
5. The Government Designated quantity for that CLIN/SLIN as shown will then be multiplied by the Evaluated Unit Price (Step 4) to arrive at a Total Evaluated Price for that CLIN/SLIN.
6. This will be repeated for all CLINS/SLINS with ranges and added together to form the Governments Evaluated Price.
7. The designated quantity for each ranged CLIN is 10,000; 50,000 in total for all five ranged CLIN'S.

A hypothetical bid calculation for one CLIN is set forth below to illustrate how prices will be calculated under the formula:

Step 1:

Sample Range Quantity	Proposed Price For Range	Total Price For Range	Range Weight Factor	Weighted Range Price
Step 1: Range A 5,000 to 10,000	10,000 x \$34 =	\$ 340K	x .15 =	\$51K
Range B 10,001 to 18,000	18,000 x \$33 =	\$ 594K	x .2 =	\$118.8K
Range C 18,001 to 25,000	25,000 x \$32 =	\$ 800K	x .35 =	\$280K
Range D 25,001 to 50,000	50,000 x \$31 =	\$ 1.55M	x .3 =	\$465K

Step 2: Total Weighted Price: \$914.8K

Step 3: Weighted Range Quantity: (10000 x .15) + (18000 x .2) + (25000 x .35) + (50000 x .3) = 28850.

Step 4: EVUP = \$914.8K/28850 = \$31.71

Step 5: Total Evaluated Price (for designated qty of 10000):10000 x \$31.71 = \$317,100.00 for this CLIN

3.2 The price analysis shall consider whether bids are materially unbalanced. The Government may elect not to award to an Offeror whose prices are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly overstated for some work and significantly understated for other work.