

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 75
2. Contract No.	3. Solicitation No. W15P7T-04-R-J606	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RT-W FORT MONMOUTH, NJ 07703-5008		Code W15P7T	8. Address Offer To (If Other Than Item 7)	

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

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

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

10. For Information Call:	Name PEGGY DELUCA E-mail address: PEGGY.DELUCA@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732) 427-6093
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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.

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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	JAN/2004
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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), -1-. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

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

A-2	52.7225	NOTICE TO CONTRACTORS--ELIMINATION OF MILITARY SPECIFICATIONS AND STANDARDS	NOV/1996
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This solicitation contains military specifications and standards. Any suggested alternatives to these (e.g. industry standards, performance specifications or commercial items) should be identified in writing to the contract specialist as soon as possible prior to bid opening or solicitation closing date.

A-3	52.7651	PARTNERING CLAUSE	OCT/2001
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In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor and its major subcontractors engage in the AMC Partnering for Success process.

Participation in the Partnering process is entirely voluntary and it based upon a mutual commitment between government and industry to work cooperatively as a team to identify and resolve problems and facilitate contract performance. The primary objective of the process is to acquire the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, effective conflict management and the creation of a shared vision for success.

After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop.) If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of the Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of this Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering for Success Guide.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 75****PIIN/SIIN** W15P7T-04-R-J606**MOD/AMD****Name of Offeror or Contractor:**

The United States Army Communication Electronics Command (USA CECOM) is procuring on a Sole Source Basis from L-3 Communications (Communication Systems-East) of Camden, New Jersey REMBASS II (Remote Battlefield Sensor System) and BAIS (Battlefield Anti Intrusion System).

This is a new action for four (4) years. A Firm-Fixed Price, (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) contract is anticipated.

*** 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	NSN: K100-47-864-501 SECURITY CLASS: Unclassified				
0001AA	<u>KIT, SEISMIC/ACOUSTIC SENSOR (REM)</u>		EA	\$ _____	\$ _____
	NOUN: MK-2965/GSR PT#K10047864-501				
	Kit includes:				
	Motion Detector, SA Part No. K10048028-501 NSN: 6350-01-474-2357	1 each			
	Antenna Part No. K10048010-1 NSN: 5985-01-481-8364	1 each			
	Microphone Element Part No. K10048189-501 NSN: 5965-01-481-8568	1 each			
	Cover,Electronic Communication Equipment Part No. K10048017-1 NSN: 8105-01-481-9289	1 each			
	Antenna, Subassembly (REM)_ Part No. SM-D-939848 NSN: 5985-01-184-5601	1 each			
	Cable Assembly, Special Purpose Elec.(REM) Part No. K10048014-501 NSN: 6150-01-477-6538	1 each			
	Plate Identification Part No. K10048021-3 NSN: TBD	1 each			
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Origin				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-J606 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>KIT, SEISMIC/ACOUSTIC SENSOR (BAIS)</u></p> <p>NOUN: K10048845-501</p> <p>Kit includes:</p> <p>Motion Detector, SA 1 each Part No. K10048028-501 NSN: 6350-01-474-2357</p> <p>Antenna 1 each Part No. K10048010-1 NSN: 5985-01-481-8364</p> <p>Microphone Element 1 each Part No. K10048189-501 NSN: 5965-01-481-8568</p> <p>Cover, Electronic Communication Equipment 1 each Part No. K10048854-1 NSN: 8105-01-481-9289</p> <p>Plate Identification 1 each Part No. K10048021-3 NSN: TBD</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>FOB POINT: Origin</p>			\$ _____	\$ _____
0002	<p>NSN: K100-47-865-001 SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>KIT, INFRARED PLUG-IN MODULE</u></p> <p>NOUN: MK-2967/GSR K10047865-501</p> <p>Kit Includes:</p> <p>Motion Detector, IR Part No. K10048026-501 NSN: 6350-01-474-2359</p> <p>Cable Assembly, Special Purpose Elec. 1 each Part No. K10048013-501</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 5995-01-4781-9290 Analyser, Infrared Viewer 1 each Part No. K10048015-501 NSN: 5855-01-482-7900 Bag, Textile 1 each Part No. K10048018-1 NSN: 8105-01-482-5386 Infrared Post assembly 1 each Part No. K10048197-501 NSN: TBD Field Deployment Kit 1 each Part No. SM-D-940031 NSN: 6350-01-292-0840 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin				
0003	NSN: K100-47-866-501 SECURITY CLASS: Unclassified				
0003AA	<u>KIT, MAGNETIC PLUG-IN</u> NOUN: MK-2966/GSR K10047866-501 Kit Includes: Motion Detector 1 each Part No.: K10048027-501 NSN: 6350-01-474-2360 Cable Assembly, Special Purpose Elec. 1 each Part No.: K10048013-501 NSN: 5995-01-4819290 Bag Textile 1 each Part No.: K10048018-1 NSN: 8105-01-482-5386		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Origin				
0004	NSN: 5820-01-477-7767 SECURITY CLASS: Unclassified				
0004AA	<u>REPEATER, RADIO</u>		EA	\$ _____	\$ _____
	NOUN: RT-1175C/GSQ 5010-0155				
	Radio Repeater Includes:				
	1 each Radio Assembly Part No.: 5010-0191 NSN: TBD				
	1 each Antenna Assembly Part No.: 5010-0209 NSN: TBD				
	1 each Bag, Radio Carrier Part No.: 5010-0167 NSN: TBD				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Origin				
0005	NSN: 5996-01-512-5153 SECURITY CLASS: Unclassified				
0005AA	<u>RECEIVING SET, RADIO</u>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: AN/PSQ-16 K10048868-501</p> <p>Receiving Set, Radio, AN/PSQ-16 includes:</p> <p>Receiver, Radio 1 each Part No.: K10048847-2 NSN: TBD</p> <p>Antenna, Receiver 1 each Part No.: 56Z0011 NSN: TBD</p> <p>Cable Assembly, Special Purpose, Elect. 1 each Part No.: K10048867-501 NSN: TBD</p> <p>Earphone 1 each Part No.: ES-ANR003B NSN: TBD</p> <p>Cover, Electronic Communication Equip. 1 each Part No.: K10048853-1 NSN: TBD</p> <p>Cap, Electrical 1 each Part No.: K10048034-1 NSN: 5999-01-481-8565</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>FOB POINT: Origin</p>				
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>REMBASS II LRU/SRU'S</u></p> <p>Motion Detector U/M: each Part No. K10048028-501 NSN: 6350-01-474-2357</p> <p>Microphone, Element U/M: each Part No. K10048189-501 NSN: 5965-01-481-8568</p>		EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Cable Assembly, Special Purpose Elect.(REM)U/M: each Part No. K10048014-501 NSN: 6150-01-477-6538				
	Motion Detector, IR U/M: each Part No. K10048026-501 NSN: 6350-01-474-2359				
	Cable Assembly, Special Purpose Elect.(IR&MAG)U/M: each Part No. K10048013-501 NSN: 5995-01-481-9280				
	Analyzer, Infrared Viewer U/M: each Part No. K10048015-501 NSN: 5855-01-482-7900				
	Motion Detector, MAG U/M: each Part No. K10048027-501 NSN: 6350-01-474-2360				
	Assembly, Radio Repeater U/M: each Part No. 5090-0191 NSN: TBD				
	Cable Assembly, Radio Frequency U/M: each Part No. 5010-0210 NSN: TBD				
	Receiver, Radio U/M: each Part No. K10048847-2 NSN: TBD				
	Cable Assembly, Special Purpose, Elect U/M: each Part No. K10048867-501 NSN: TBD				
	Cable Assembly, Special Purp., Elect(PCM) U/M: each Part No. K10048855-501 NSN: TBD				
	Cable Assembly, Special Purpose, Elect U/M: each (computer/Sensor Int) Part No. K10048012-501 NSN: TBD				
	Cable Assembly, Special Purpose, Elect (AMDS) U/M: each Part No. K10048870-1 NSN: TBD				
	Antenna U/M lot Part No. K10048010-1 NSN: 5985-01-481-8364				
	Cap, Electrical U/M lot Part No. K10048034-1 NSN: TBD				
	Cover, Electronic Communication Equipment (BAIS SA) U/M lot Part No. K10048854-1 NSN: TBD				
	Antenna, Subassembly (REM) U/M: lot Part No. SM-D-939848				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 5985-01-184-5601 Cover, Electronic Communication Equipment (REM SA) U/M lot Part No. K10048017-1 NSN: 8105-01-481-9289 Thumb Screw U/M lot Part No. K10048202-501 NSN: 5305-01-481-8563 Leg Section, Electrical Equipment U/M lot Part No. C5083529 NSN: 5340-01-264-6068 Leg Section, Electrical Equipment U/M lot Part No. C5083534 NSN: 3040-01-483-4375 Bag, Textile U/M lot Part No. K10048018-1 NSN: 8105-01-482-5386 Field Deployment Kit U/M lot Part No. SM-D-940031 NSN: 6350-01-292-0840 Antenna Assembly U/M lot Part No. 5010-0162 NSN: TBD Bag, Textile U/M lot Part No. 5010-0167 NSN: TBD Bag, Textile U/M lot Part No. 5010-0212 NSN: TBD Antenna, Receiver U/M lot Part No. 56Z0011 NSN: TBD Earphone Part No. ES-ANR003B NSN: TBD Cover, Electronic Communication Equip. (HHM) U/M lot Part No. K10048853-1 NSN: 5895-01-514-1880 Cover, Battery U/M lot U/M lot Part No. K10048009-501 NSN: 6160-01-481-8387 Gasket U/M lot Part No. K10048198-501 NSN: 5330-01-481-8367 Rubber Strip U/M lot Part No. K10048016-2 NSN: TBD Cap, Electrical U/M lot				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Part No. K10048002-1 NSN: 5999-01-481-8363				
	Nut, Plain, Hexagon U/M lot Part No. MS3186-A106W NSN: 5310-00-224-0489				
	Knob U/M lot Part No. PKP-12B-1 NSN: 5355-01-481-8567				
	Cap, Electrical U/M lot Part No. K10048003-1 NSN: 5999-01-481-8360				
	Nut, Plain, Hexagon U/M lot Part No. YHN130-1 NSN: TBD				
	Standoff, Threaded, Spacing U/M lot Part No. C5088185 NSN: 5340-01-385-0153				
	Screw, Machine U/M lot Part No. MS24693-6B NSN: 5305-00-340-4748				
	Rubber Strip (Battery Support Bottom) U/M lot Part No. 83A0065 NSN: TBD				
	Rubber Strip (Battery Support Side) U/M lot Part No. 83Z0074 NSN: TBD				
	Cover, Battery, Receiver U/M lot Part No. K10048550-1 NSN: TBD				
	Gasket, Battery Cover U/M lot Part No. 23B0124 NSN: TBD				
	Catch, Clamping (Latch, Battery Cover) U/M lot Part No. 97-99-199-29 NSN: TBD				
	Screw, Machine U/M lot Part No. MS51957-25 NSN: 5305-00-054-6649				
	Knob Part No. KT-500B-1/810048847-2 U/M lot NSN: 5355-01-172-2620				
	Cap, Protective, Dust and Moisture Seal U/M lot Part No. K10048872-1 NSN: TBD				
	Cover, Electronic Communication Equipment U/M lot Part No. K10048843-1 NSN: TBD				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Plate Identification (BAIS) U/M lot Part No. K10048844-1 NSN: TBD				
	Plate, Identification (SA BODY) U/M lot Part No. K10048020-3 NSN: TBD				
	Plate, Identification (RECEIVER RADIO)U/M lot Part No. K10048849-2 NSN: TBD				
	Plate, Identification U/M lot Part No. K10048844-2 NSN: 9950-01-514-1856				
	12V DC/DC Converter Battery Box U/M lot Part No. SRC1886 NSN: TBD				
	Cable Assembly, Batt Box/Laptop U/M lot Part No. SRC1376 NSN: TBD				
	Circuit Card Assembly, Seismic Acoustic Transmit U/M lot Part No. K10047987-501 NSN: TBD				
	Circuit Card Assembly, Seismic Acoustic Processor U/M lot Part No. K10047984-501 NSN: TBD				
	Circuit Card Assembly, Infrared Processor CCA U/M lot Part No. K10047850-501 NSN: TBD				
	Circuit Card Assembly, Magnetic Processor CCA U/M lot Part No. K10047978-501 NSN: TBD				
	Circuit Card Assembly, Magnetic Sensor CCA U/M lot Part No. K10047981-501 NSN: TBD				
	Circuit Card Assembly, Transceiver CCA U/M lot Part No. 5010-0108 NSN: TBD				
	Circuit Card Assembly, Controller, CCA U/M lot Part No. 5010-0112 NSN: TBD				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SECURITY CLASS: Unclassified</p>				
0007AA	<p><u>ENGINEERING SERVICES AND LOGISTICS PRODUCTS</u></p> <p>NOUN: (OPTIONS) FIELDING SUPPORT</p> <p>a) Fielding Support (Packaging systems in BALS Configurations as directed CONUS Del.) IAW SOW 3.1.1</p> <p>(End of narrative B001)</p>		LO		\$ ** NSP **
0008	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>SECURITY CLASS: Unclassified</p>				
0008AA	<p><u>PERFORMANCE SPECIFICATION DOCUMENTS</u></p> <p>IAW SOW 3.4.2 (CDRL A0005)</p> <p>(End of narrative B001)</p>				\$ ** NSP **
0009	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>SECURITY CLASS: Unclassified</p>				
0009AA	<p><u>REMBASS TECHNICAL MANUALS</u></p> <p>REMBASS Technical Manuals IAW SOW 3.5.1</p>				\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
0010	SECURITY CLASS: Unclassified				
0010AA	<u>BASIS AN/PRS-9 OPER & UNIT MAINT. MANUALS</u>				\$ ** NSP **
	IAW SOW 3.5.2 and App B (CDRL A006)				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
0011	SECURITY CLASS: Unclassified				
0011AA	<u>PROVISIONING CHANGES</u>				\$ ** NSP **
	IAW SOW 3.5.3				
	(End of narrative B001)				
0012	SECURITY CLASS: Unclassified				
0012AA	<u>REMBASS TRAINING SUPPORT</u>				\$ ** NSP **
	IAW SOW 3.6				
	(End of narrative B001)				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	SECURITY CLASS: Unclassified				
0013AA	<u>REMBASS TECHNICAL SUPPORT</u>				\$ ** NSP **
	IAW SOW 3.6.1				
	(End of narrative B001)				
0014	SECURITY CLASS: Unclassified				
0014AA	<u>BAIS, AN/PRS-9 TRAINING SUPPORT</u>				\$ ** NSP **
	IAW SOW 3.6				
	(End of narrative B001)				
0015	SECURITY CLASS: Unclassified				
0015AA	<u>BAIS, AN/PRS-9 TECHNICAL SUPPORT</u>				\$ ** NSP **
	IAW SOW 3.6.1				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
0016	SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AA	<p><u>BAIS, AN/PRS-9 TRAINING PACKAGE</u></p> <p>IAW SOW 3.7 and App C CRLS A0007-A0009IAW</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
0017	<p>SECURITY CLASS: Unclassified</p>				
0017AA	<p><u>BAIS, AN/PRS-9</u></p> <p>NOUN: PRODUCTION VERIFICATION TEST</p> <p>Test 1a IAW SOW 3.3.3.2 (CDRLs A0001-A003)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
0018	<p>SECURITY CLASS: Unclassified</p>				
0018AA	<p><u>BAIS AN/PRS-9</u></p> <p>NOUN: SYSTEM ACCEPTANCE TEST</p> <p>Test - 1b IAW SOW 3.3.3.2 (CDRLs A001 - A003)</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
0019	<p>SECURITY CLASS: Unclassified</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019AA	<p><u>BAIS, AN/PRS-9</u></p> <p>NOUN: PRODUCTION VERIFICATION TEST</p> <p>Test - 2 Support IAW SOW 3.3.3.3</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
0020	SECURITY CLASS: Unclassified				
0020AA	<p><u>REMBASS, AN/GRS-8</u></p> <p>NOUN: PRODUCTION VERIFICATION TEST</p> <p>Test - 1a IAW SOW 3.3.3.2 (CDRLs A001 - A003)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			\$	\$
0021	SECURITY CLASS: Unclassified				
0021AA	<p><u>REMBASS AN/GRS-8</u></p> <p>NOUN: SYSTEM ACCEPTANCE TEST</p> <p>IAW SOW 3.3.3.2 (CDRLs A001 - A003)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p> <p>SECURITY CLASS: Unclassified</p>				
0022AA	<p><u>REMBASS, AN/GRS-8</u></p> <p>NOUN: PRODUCTION VERIFICATION TEST</p> <p>Test - 2 Support IAW SOW 3.3.3.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____
0023	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p> <p>SECURITY CLASS: Unclassified</p>				
0023AA	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>IAW SOW 3.4.5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____
0024	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p> <p>SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AA	<p><u>PROGRAM MANAGEMENT</u></p> <p>NOUN: SERVICES AND DELIVERABLES</p> <p>IAW SOW 3.2, 3.3.2, 3.3.3.1, 3.3.4, 3.4</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			\$ _____	\$ _____
0025	<p>SECURITY CLASS: Unclassified</p>				
0025AA	<p><u>WARRANTY OPTION</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			\$ _____	\$ _____

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor:

Regulatory Cite _____ Title _____ Date _____

B-1 52.6205 ALTERNATIVE PRICING WITH COMMERCIAL MANUALS MAR/1992

(a) Bidders/offerors having existing commercial manuals shall also bid/offer on SLIN(s) 0009AA, 0010AA, according to the provision in Section L entitled 'TECHNICAL MANUAL NOTICE-MILITARY VERSUS COMMERCIAL'. Bidders/offerors shall list SLIN(s), Unit Price(s) and the Total Amount in the spaces below.

<u>SLIN(s)</u>	<u>UNIT PRICE(s)</u>	<u>TOTAL AMOUNT</u>
_____	\$ _____	\$ _____

(b) The Government reserves the right to make the award based on the evaluation methods described in the provision in Section M entitled 'TECHNICAL MANUAL EVALUATION', and the dollar amounts listed above by bidders/offerors, without further discussion.

(c) Pricing of full military specification Technical Manual SLIN(s)0009AA, 0010AA is mandatory; failure to price them may render bids nonresponsive/offers unacceptable.

(End of clause)

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MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
C-2	52.6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	SEP/2003

1. The documents listed at Attachment 001, SOW are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 001, SOW govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 002. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless explicitly stated elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available online at <http://astimage.daps.dla.mil/online/new/>. After login to ASSIST-Online click on DIDS in the left frame menu to access the Data Item descriptions; then click on the DIDS browser. When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), and Supplement. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

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

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

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

FAX: (215) 697-1462

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

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

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

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

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

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

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing

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Name of Offeror or Contractor:

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

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment -6-, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

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

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

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

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

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

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

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

DEFINITION OF DAC/DAYS AFTER CONTRACT

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

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

(End of clause)

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

Within 45 days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

C-4 52.7326 SOW FOR SUPPLEMENTAL QUALITY ASSURANCE INSTRUCTIONS AUG/1992

- 1. Scope. This Statement of Work supplements the applicable FAR provision entitled 'Inspection of Supplies'.
- 2. Applicable Documents. N/A
- 3. Requirements.

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contractor and an authorized government representative. Actual dimension shall be entered on AMSEL Form 53 and certified by the government representative. The completed and certified AMSEL Form 53 shall then be forwarded through the PCO to the Gage Office for acceptance. ETF/GAGES must be accepted by the Gage Manager prior to their use in the performance of this contract.

3.3 General. Unless otherwise specified in the bid request and contract, the following applicable requirements shall apply for all gages fabricated.

3.3.1 The limits of the part to be gaged, as specified on the drawings, shall not be exceeded as a result either of tolerance or wear of the gages. Therefore, the extreme sizes for all gages shall not exceed the extreme limits of the part to be gaged. All variations in the gage, whatever their cause or purpose, shall bring the gage within these extreme limits. Thus a gage that checks a minimum dimension may be larger, but never smaller, than the minimum size specified for the part to be gaged. Likewise, the gage that checks the maximum dimensions may be smaller, but never larger, than the maximum size specified for the part to be gaged.

3.3.2 Any part which is so close to either rejection limit as to be improperly rejected, either as a result of tolerance or wear of the inspection gages, can be reinspected by the contractor using a gage as close to the product limit as is practicable, or by use of precision measuring instruments and shown to the government inspector. Any observational errors in the reinspection must, however, be in the direction of danger of acceptance of improper parts.

3.4 Materials. Materials shall be in accordance with the drawings for the required items and the following:

3.4.1 Steel. Steel shall be a high quality, electric furnace alloy steel, alloy tool steel or carbon tool steel having the necessary properties to comply with the hardness, dimensional stability and surface quality requirements.

3.4.2 Machine steel. Machine steel shall be a low carbon, hot rolled steel of high quality having the necessary properties to comply with the hardness, dimensional stability and surface quality requirements. Cold rolled machine steel shall not be used except when the application will not affect the stability and dimensional accuracy of the assembled item (e.g., guard, handles, etc.).

3.4.3 Cast iron. Cast iron shall be a fine grained gray iron of uniform solidity and density, free of all imperfections affecting the survivability or usefulness of the finished surface. The inclusion of wear and corrosion resistant alloying elements is desirable if machinability is not materially impaired.

3.4.4 Special wear resistant materials. Special wear resistant materials such as chromium carbide, boron carbide, ceramics or sapphire shall be of a quality best suited for the particular application. Wear resistant inserts shall be brazed or mechanically fastened in place in accordance with the recognized practice adequately suited for the particular material and application.

3.5 Hardness. The actual gage contact and wearing surfaces shall be hardened to the equivalent of the value specified. Where the gage contact or wearing surface hardness is not specified in procurement documents, the following hardness requirements shall apply based on the finished section of the part.

thickness up to .0625	Rockwell C50 to C55
thickness .0625 to .125 (inclusive)	Rockwell C55 to C60
thickness .125 to .1875 (inclusive)	Rockwell C60 to C63
thickness above .1875	Rockwell C63 to C66
threads and serrated gages	Rockwell C60 to C63
spring steel	Rockwell C45 to C55
machine steel	Rockwell 15N 90 MIN (case or pack hardened .02 min depth after grinding)

3.6 Stability. The material selected and the appropriate artificial seasoning employed shall insure that the distortion or dimensional growth of the critical gage elements is held to a minimum.

3.7 Surface quality. The value specified shall be the maximum acceptable roughness of the surface expressed in micro-inches. These values correspond to the meter indications of surface roughness measuring instruments which from their method of operation show readings in accordance with the standard values prescribed in (ASA) B46.1. When the surface quality is not specified in drawings listed in the bid request and contract, the quality of gaging surfaces shall conform to good gage making practices, shall have a finish no rougher than 8 micro-inches, and shall be lapped or polished free of amorphous or smear metal.

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3.8 Dimensional requirements. All parts and complete items shall comply with the dimensional requirements specified in accordance with the drawings for the required items.

3.8.1 General tolerances. When either specific or general tolerances are not specified, the following tolerances shall apply except for unfinished surfaces of castings:

Two place decimals	+/- .01
Three place decimals	+/- .005
Angular dimensions	+/- 0 degree 30 minutes

3.9 Sharp edges. Edges which are not specifically required to be sharp shall be removed to approximately .03 inch radius or chamfer.

3.10 Reference dimensions. A dimension labeled 'Ref' or 'Calc' is a nonmandatory dimension without tolerance, entered on the drawing for informational purposes only and does not directly govern machining or acceptance inspection.

3.11 Geometric requirements. All surfaces shall be true to geometric form within the limits specified and shall be free of all objectional or detrimental irregularities.

3.11.1 Parallelism. The parallelism of gaging and precision functioning surfaces shall be such that all points on the surfaces fall within the range of the gage tolerance specified for the dimension between the surfaces. The error in parallelism shall in no case exceed 0.0002 inch in the first inch plus 0.0001 inch for each additional inch of surface governed.

3.11.2 Perpendicularity. The perpendicularity of gaging and precision functioning surfaces shall be such that all points on the surface fall within the range of the gage tolerances specified on the dimensions which either directly or indirectly govern the position of the surface. The error in perpendicularity shall in no case exceed 0.0002 inch in the first inch plus 0.0001 for each additional inch of surface governed.

3.11.3 Centrality, alignment or concentricity. The centrality, alignment or concentricity of gaging or precision functioning surfaces or forms shall be such that the displacement of the actual centerlines is limited to one half of the total of the gage tolerances on the two surfaces or forms governed.

3.11.4 Flatness. The flatness of gaging and precision functioning surfaces shall be such that all points on the surface fall within the range of the gage tolerance specified on dimensions located from the surface. The error in flatness shall in no case exceed 0.0002 inch in the first inch plus 0.0001 inch for each additional inch of surface governed.

3.12 Mechanical fits.

3.12.1 Slide or slip fits. A slide or slip fit shall be a fit that will function freely without shake or side play when both members are lubricated with a very light oil. A slide fit feel created by use of heavy oil or grease shall not be acceptable. All abrasive material shall be removed from the sliding contact surfaces.

3.12.2 Push, snug, or wring fit. A push, snug or wring fit shall be the tightest fit which can be assembled and disassembled by hand. Mating members shall have at least 75 percent contact area and shall assemble within the locational tolerance specified.

3.12.3 Drive or press fit. A drive or press fit shall be an interference fit which will require heavy pressure or impact for assembly.

3.12.3.1 Drive fit for dowels. Dowel fits shall be a light drive fit and shall be such that no relative movement can be obtained between the doweled members in the plane of resistance when fastening screws are loosened. The workmanship, surface finish, and allowance shall be such that the doweled members can be removed and reassembled within the locational tolerances specified. Where stock size and location will permit, soft plugs may be used in hardened pieces to facilitate reaming or grinding dowel holes in line.

3.12.4 American Gage Design (AGD) standard type gages). The blanks from which standard gages are finished shall be in accordance with CS-8. When carbide or other special wear resistant blanks are used, they may conform to manufacturer's standards.

3.12.4.1 Plain ring gages. The internal gaging surfaces of plain ring and similar gages shall be free of bell mouth condition to the extent that all points on the gaging surface shall be within the specified tolerance.

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3.12.4.2 Thread plug and thread setting plug gages. All thread plug gages shall be in accordance with Handbook H28.

3.12.4.3 Thread ring and thread snap gages. All thread ring and thread snap gages shall be in accordance with Handbook H28.

3.12.4.4 Adjustable snap, length and plug gages. The pins or buttons shall be precision fitted so that parallelism of gaging surfaces can be obtained and maintained after locking. When locked within the specified size range for each gage frame, the opposing gaging surfaces shall be parallel within the following tolerances:

Size Range (inches)		Parallelism (inches)
above	to & incl.	tolerance
.000	2.5000	.00010
.250	5.6875	.00015
5.6875	11.6250	.00020
11.625	---	.00030

3.12.5 Flat plate or flat sheet gages. Working or construction holes to facilitate multiple grinding are permitted where such holes will not affect the functioning or stability of the gage.

3.12.6 Built up snap similar spacer type gages. Holding screws shall be of the fit specified. The counterbore for the head shall be deeper than the screw head so that the sealing wax will be retained when applied. The entering ends of the threads of all tapped holes shall be countersunk at an angle of 90 degrees to a diameter of 0.010 inch greater than the maximum major diameter of the tapped holes.

3.12.7 Sectional chamber or receiving type gages. The allowance between mating surfaces and the outside housing of chamber type gages shall be such that the parts will assemble snugly and disassemble with a push fit (see 3.12.2).

3.12.8 Flush pin gages. The feeler edges (both steps on the body and top edge of pin) shall be sharp to insure proper gaging accuracy. The pin shall be flush with the steps at the maximum and minimum positions specified and shall function with a slide or slip fit (3.12.1) throughout the required travel. The pin shall always be in contact at both ends of the bearing length when the pin is extended to the limits of travel.

3.13 Special Devices. All special devices, such as pins, buttons, templates, etc., used by the contractor for inspection, adjustment, or calibration of a particular gage, shall be furnished by the contractor, shall become the property of the Government, and shall be shipped with the required gages.

3.14 Protective finish, permanent.

3.14.1 Unless otherwise specified, small gages such as plugs, rings, built-up snaps and length gages, and the precision gaging, locating, and functioning surfaces of fixture gages will not require a protective finish. When specified, the requirements as to size, hardness, and surface quality shall apply after the application of the protective finish.

3.14.2 Large fixture gages shall require that a protective finish be applied to the nonfunctioning, nongaging, and nonlocating surfaces to prevent corrosion of large areas or surfaces. Normally, this includes cast iron or steel bases, and stands and legs of fixture gages, which shall be protected with a suitable enamel, lacquer or commercial finish. Gray and black are the preferred colors. Red and green colors shall not be used except as specified in 3.15.9. Materials which are inherently corrosion resistant need not have an additional protective finish or coating.

3.15 Marking (identification data). Except as otherwise specified in gage drawings listed in the bid request and contract, the following information shall be shown on the gages furnished. (See below for example of form.)

3.15.1 Nomenclature type number of nearest related nomenclatured component on which gage is to be used.

3.15.2 Name of part to be gaged.

3.15.3 Function of gage.

3.15.4 Kind of gage: CECOM (Insp., Master, etc.).

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3.15.5 Gage number: (to be assigned by the contracting officer).

3.15.6 Manufacturer's name or symbol.

RT-1476,147,1478/ARC-201()

PANEL ASS'Y-FRONT

CHK.MAX.LG.,WD.,HGT.,LOC OF

MTG.HOLES & CONNECTOR

CECOM INSP

A3059595

MFG.NAME OR SYMBOL

3.15.7 Type of lettering. Letters shall be Gothic capitals, and the numerals and characteristics shall be of similar appearance. Letters, numerals and other characteristics shall be of such size as to be clearly legible.

3.15.8 Gage marking shall be produced by impression stamping, etching, engraving or other approved means directly in a permanent manner. The marking shall be permanent, legible and logically grouped. Where space does not permit all the information specified above to be marked, the contractor shall confer with the CECOM Gage Manager through the contracting officer to determine the markings to be included.

3.15.9 Gages may be further identified by color applied in a durable fashion. 'Go Gages' shall be identified by green while 'Not Go Gages' shall be identified by red.

3.16 Condition. Gages shall be free of seams, scratches, cracks, nicks, rust spots and other imperfections which will be detrimental to their use or durability.

3.17 Workmanship. The workmanship shall be first class, consistent with the tolerances and finishes specified, and with the best gage manufacturing practices.

3.18 Inspection of ETF/GAGES will require not more than thirty (30) calendar days. ETF/GAGES that are disapproved or rejected shall, at the option of the PCO, be reworked or replaced by the contractor with new ETF/GAGES. Once Gages/ETFs are accepted they shall be considered Government Furnished Equipment (GFE) and shall be incorporated into and handled IAW the GFE requirements in Section H and I of this contract. In the event of an inconsistency, the language in FAR 52.215-8 Order of Precedence?Uniform Contract Format takes precedence.

3.18.1 Upon acceptance of the 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

3.18.1.1 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.

3.18.1.2. Audit. The government may audit the contractor's records as frequently as conditions warrant.

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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.

3.19 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 contract.

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

3.20.1 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.

3.20.2 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.

3.20.3 The contractor shall forward a copy of DD Form 1149 (as required in Section H) to the addressee specified in paragraph 3.1 above.

3.20.4 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 damaged, the contractor will be notified by the Contracting Officer within 30 days after receipt of the Government Property at Tobyhanna Army Depot. The contractor shall repair the gages/ETFs in accordance with the applicable Gage/ETF drawings at contractor expense including shipping cost, or reimburse the government for the repair or replacement of the gages/ETFs. Beyond normal wear and tear are conditions such as but not limited to bent or broken gage pins, broken ETF wires or components, scratches and/or rust on gage surfaces, and other damage that make the gages/ETFs unusable.

3.21 Special Note for Mechanical Gages. If the contractor selects a connector manufacturer that has Government-furnished mechanical gages, the contractor shall request the Defense Contract Management Service to obtain Government Source Inspection in lieu of performing the connector gaging at the contractor's facility in accordance with FAR Part 46 (also see the provision entitled "Notice-Connector Gaging" in Section K).

4.0 Quality assurance provisions.

4.1 Responsibility for inspection. Unless otherwise specified in the bid request and contract, the supplier is responsible for the performance of all inspection requirements specified herein. Inspection and tests of ETF/GAGES fabricated in accordance with this SOW shall be inspected at the facility of manufacture (contractor or subcontractor) by the contractor and the authorized representative of the Procuring Contracting Officer (PCO). At least twenty (20) calendar days prior to the ETF/GAGES being available for inspection, the contractor shall furnish written notice to the PCO of the time and location of inspection, with copy provided to the following address:

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

4.2 Inspection Provisions.

4.3 Upon completion of inspection, the contractor shall furnish a certified AMSEL Form 53 with completed DD Form 250 to the CECOM Gage Office through the PCO for acceptance.

4.3.1 Form 53 shall contain actual ETF/GAGE dimensions and data, as made by the ETF/GAGE manufacturer, confirming that the ETF/GAGES are in accordance with the applicable drawings.

4.3.2 Inspection of these ETF/GAGES and cases will require not more than 30 calendar days. If any ETF/GAGES or cases are disapproved, the rejected ETF/GAGES or case shall be returned to the gage manufacturer. The contractor shall expedite the submission of required ETF/GAGES and cases for reinspection and retest. At the

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option of the contracting officer, rejected ETF/GAGES or cases shall be reworked, or replaced by the contractor, with new ETF/GAGES or cases.

4.3.3 ETF/GAGES and cases shall be inspected at source, and accepted by the Gage Office through the PCO in writing (DD-250), prior to their use in the performance of this contract. Once Gages/ETFs are accepted they shall be considered Government Furnished Equipment (GFE) and shall be incorporated into and handled IAW the GFE requirements in Section H and I of this contract. In the event of an inconsistency, the language in FAR 52.215-8 Order of Precedence-Uniform Contract Format takes precedence.

4.3.3.1 Upon acceptance of the 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

4.3.3.2 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.

4.3.3.3. 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.

4.3.4 Acceptance of production equipment will be contingent upon the prior delivery of approved specified gages for availability and use by the Government inspector.

4.3.5 Inspection. Inspection shall be in accordance with referenced documents and as specified herein.

4.3.6 Examination. Each gage shall be inspected 100% for all requirements of drawings and specifications as stated herein. All nonconforming material shall be rejected.

4.4 Measuring and test equipment. The contractor shall provide and maintain measuring and test devices necessary to assure that items conform to technical requirements. In order to assure continued accuracy, these devices shall be calibrated at established intervals against certified standards which have known valid relationships to national standards. When required, the contractor's measuring and test equipment shall be made available for use by the Government to determine conformance of product with contract requirements. In addition, if conditions warrant, contractor's personnel shall be available for operation of such devices and for verification of their accuracy and condition.

4.4.1 Test methods and procedures.

4.4.2 Hardness test. Hardness test shall be made on standard type hardness testers and shall be made as near as possible to the actual gage wear surface as practicable. Thread gages shall be tested on the end of the gage adjacent to the threads. The actual threads shall have an equivalent hardness.

4.4.3 Stability test. Stability tests shall be made where deemed necessary to determine whether the gage units have been sufficiently stabilized. Gages shall remain within tolerance after this treatment. This test will not be applied to gage units which would be permanently damaged by the test.

4.4.4 Surface quality test. The actual surface roughness shall be determined by measurement or by comparison of the gage surface to an acceptable standard reference surface.

4.4.5 Magnetic inspection. When specified, magnetic particle inspection shall be performed to insure satisfactory detection of harmful discontinuities having axis in any direction.

Name of Offeror or Contractor:

4.5 Dimensional.

4.5.1 Critical dimensions. All measured sizes shall be completely within the limits specified. The last significant figure shall be one place beyond that indicated. For example, the measured size for a .5000 -.0001 dimension shall be within the limits of .5000 and .49990 to be acceptable.

4.5.2 Standard temperature. Gage dimensions shall be within the specified tolerance limits at a temperature of 68 degrees F. +/- 1 degree F.

4.6 Mechanical fits.

4.6.1 Slide or slip fits. The slide or slip fits shall be inspected for free action and shake or sideplay at all points within the working range of the fit. The members will be disassembled and cleaned before inspection when deemed necessary.

4.6.2 Dowel fits. The dowel fits shall be inspected with all fastening screws loosened. One of the doweled members shall be tapped lightly to determine relative movement. The members will be disassembled, cleaned, and reassembled before inspection, when deemed necessary.

4.7 Construction.

4.7.1 American Gage Design (AGD standard type gages). Unless otherwise specified, standard type gages shall be inspected for conformance to CS-8.

4.7.2 Taper lock handles and gaging members. The taper shanks and handles of gages of taper lock design shall be inspected to insure correct taper and size.

4.7.3 Thread gages. Unless otherwise specified, thread gages shall be inspected in accordance with Handbook H28.

4.7.3.1 Thread plug gages. The pitch diameter of thread plug gages shall be measured by the use of wire methods as prescribed in Handbook H28. The thread form and flank angle shall be determined by means of an optical measuring device of suitable accuracy. The lead shall be determined by means of an instrument of suitable accuracy.

4.7.3.2 Thread ring and thread snap gages. The pitch diameter of thread ring and thread segment snap gages, i.e., the size adjustment, shall be determined by the fit of the ring or segment snap on a thread setting plug. The determination of thread form and flank angle may be made by examination of a suitable cast of the ring gage threads by means of an optical measuring device of suitable accuracy. Thread roll snap gages shall be set to a thread setting plug. The thread form and flank angle of snap gage thread rolls shall be determined by an optical measuring device of suitable accuracy.

4.8 Workmanship and condition. Gaging surfaces shall be inspected for seams, cracks, nicks, scratches, rust spots, and other defects which may materially affect the wear life or stability of the gage.

4.9 An ETF Standard (test) Module will be selected by the DCMAO-QAR from the first production lot. It will be the module with best mean readings.

4.9.1 The DCMAO-QAR will certify the ETF meets the requirements of the drawings on the AMSEL Form 53 (forwarded by the GAGE Office upon notification of inspection).

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

4.11 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 GAGES for mechanical interchangeability during product verification inspection, using a government acceptable sampling plan.

4.11.1 The contractor shall make the ETF/GAGES available for use by the Government Quality Assurance Representative for inspection of CECOM material in accordance with inspection requirements specified in Section E of this contract.

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

Name of Offeror or Contractor:

4.12.1 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:

4.12.2 ETF/GAGES shall be delivered 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

4.12.3 The contractor shall forward a copy of DD Form 1149 (as required in Section H) to the addressee specified in paragraph 4.1 above.

4.12.4 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 damaged, the contractor will be notified by the Contracting Officer within 30 days after receipt of the Government Property at Tobyhanna Army Depot. The contractor shall repair the gages/ETFs in accordance with the applicable Gage/ETF drawings at contractor expense including shipping cost, or reimburse the government for the repair or replacement of the gages/ETFs. Beyond normal wear and tear are conditions such as but not limited to bent or broken gage pins, broken ETF wires or components, scratches and/or rust on gage surfaces, and other damage that make the gages/ETFs unusable.

4.13 If the contractor selects a connector manufacturer that has Government-furnished mechanical gages, the contractor shall request the Defense Contract Management Service to obtain Government Source Inspection in lieu of performing the connector gaging at the contractor's facility in accordance with FAR Part 46 (also see the provision entitled 'Notice-Connector Gaging' in Section K).

4.14 Matters pertaining to ETF/GAGES and gage cases (inquiries, ECs, ECPs, etc.) shall be directed to the CECOM Gage Manager through the contracting officer at the address specified in paragraph 4.1 above.

(End of SOW)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.7024	MILITARY PACKAGING REQUIREMENTS	APR/1999
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All packaging requirements are provided in the Statement of Work (SOW), Section J, of this solicitation/contract.

(End of clause)

D-2	52.7026	CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS--METHOD OF TRANSMISSION	NOV/1996
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(a) Materiel will be packed to conceal it properly and to avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION APPEAR ON EXTERNAL MARKINGS (EXTERIOR CONTAINERS). (See Chapter 4 of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

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

(End of clause)

D-3	52.7044	STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, AND OTHER DATA)	APR/1999
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Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98

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-4	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.

D-5	52.7048	INSECT INFESTION PREVENTION	SEP/2002
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For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

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

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

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

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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	52.246-15	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	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-6	52.247-31	F.O.B. ORIGIN, FREIGHT ALLOWED	JUN/1988
F-7	52.247-34	F.O.B. DESTINATION	NOV/1991
F-8	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 deliverables.

F-9	52.6205	DELIVERY	JUN/1984
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1. Deliveries will be made in accordance with the schedule of requirements set forth in each Delivery Order. Since each Delivery Order may cover the monthly quantities required for one or more months, it is understood and agreed that Delivery Orders shall be issued a minimum of 270 calendar days in advance of the month that the first monthly quantity in any Delivery Order is due for delivery.

2. Shipment of production quantities shall start when indicated in Delivery Order and shall continue monthly thereafter as requested by the Contracting Officer in the Delivery Order. The cumulative monthly quantities to be so delivered shall not be less than 3- nor more than -4-. If the maximum scheduled quantities are not called for, the monthly schedule for the undelivered balance shall be based on the same minimum and maximum monthly quantities or ratios.

3. (a) First Article (Preproduction) Samples are required 45 calendar days after the start of each test.

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

(c) If First Article sample(s) requirement is waived for a particular item, the First Production deliveries can be required a minimum of -8- calendar days after effective date of the first Delivery Order.

F-10	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (specify) ;

(ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) ;

(iii) Size of container: " (Length), x " (width), x " (Height) = Cubic Ft;

(iv) Number of items per container Each;

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(v) Gross weight of container and contents LBS;

(vi) Palletized/skidded Yes No;

(vii) Number of containers per pallet/skid ;

(viii) Weight of empty pallet bottom/skid and sides LBS;

(ix) Size of pallet/skid and contents LBS, Cube ;

(x) Number of containers or pallets/skids per railcar *, Size of railcar , Type of railcar ;

(xi) Number of containers or pallets/skids per trailer *, Size of trailer FT, Type of trailer ;

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item ;

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2 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: L-3 communications Corporation
Communication Systems-East
One Federal Street
Camden, NJ 08104

Packaging and Packing: _L-3 communications Corporation
Communication Systems-East
One Federal Street
Camden, NJ 08104_

Shipping Point (at or near): L-3 communications Corporation
Communication Systems-East
One Federal Street
Camden, NJ 08104 _

Producing facilities: L-3 communications Corporation
Communication Systems-East
One Federal Street
Camden, NJ 08104-4-

Operator: L-3 communications Corporation
Communication Systems-East
One Federal Street
Camden, NJ 08104

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

L-3 communications Corporation
Communication Systems-East
One Federal Street
Camden, NJ 08104

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.

Name of Offeror or Contractor:

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@mail1.monmouth.army.mil.

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

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

(End of clause)

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: Micro-Soft 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: brenda.haase@mail1.monmouth.army.mil
 The Contract Specialist's e-mail address is: peggy.deluca@mail1.monmouth.army.mil
 The Technical Point of Contact's e-mail address is: della.okane@mail1.monmouth.army.mil

(End of clause)

H-3	52.6126	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET (MSDS)	APR/1992
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In accordance with FED-STD-313, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, latest edition, the contractor is required to submit CECOM Material Safety Data Sheet (CMSDS), AMSEL Form 1164 for all hazardous material delivered under this contract. Hazardous material includes, but is not limited to, items listed in Tables 1

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or 2 of FED-STD-313, latest edition.

(a) A letter of transmittal will be prepared and sent to the following activities:

- (1) Commander 2 copies
US Army Communications-Electronics Command
ATTN: Directorate For Safety
AMSEL-SF-SEP (Louis Soffer)
Fort Monmouth, NJ 07703-5000
- (2) Commander
US Army Communications-Electronics Command
ATTN: CECOM Packaging Section
AMSEL-LEO-E (Al Gregor)
Fort Monmouth, NJ 07703-5000
- (3) Garrison Commander
U.S. Army Garrison
ATTN: SELFM-CO
Fort Monmouth, NJ 07703-5000
- (4) Garrison Commander
U.S. Army Garrison Safety Office
ATTN: SELFM-SO (Fred Mangino)
Fort Monmouth, NJ 07703-5000
- (5) Chief
LOGSA Packaging, Storage and Containerization Center
ATTN: AMXLS-TP
11 Hap Arnold Blvd.
Tobyhanna, PA 18466-5097
- (6) Commander
U.S. Army Communications-Electronics Command
SFAE-IEW&S-NV-RUS
Attn: Anthony Sacco
Fort Monmouth, NJ 07703-5000

(b) The contractor shall provide the supplemental data on the attached CECOM Material Safety Data Sheet (CMSDS) form (i.e., AMSEL Form 1164) and the SUPPLEMENTAL QUESTIONNAIRE (SQ) regarding the commodity. There shall be NO BLANK ENTRIES in the CMSDS or the SQ. Each form must be completed in its entirety. All information shall be typed, legibly hand lettered or printed on the form. In accordance with this contract and Federal Standard (Fed Std) 313, this letter shall transmit:

(1) A completed CMSDS, AMSEL Form 1164, for the contracted commodity no later than 90 days prior to delivery. The CMSDS shall be prepared for each initial shipment of any and all commodities under this contract. Copies of previously prepared CMSDSs may be submitted with a new contract provided the formulation of the commodity has not changed. In accordance with the requirements of Fed Std 313, any change in formulation requires submission of a revised CMSDS within 90 days. Unless a CMSDS is received by the above addressees, release for shipment may be withheld. The following instructions apply to the commodity CMSDS:

(i) The contractor shall analyze the commodity's hazardous waste (HW) characteristics in accordance with the provisions of the latest edition of Title 40 Code of Federal Regulations Part 261, Identification and Listing Of Hazardous Waste. The analytical findings and disposal recommendations will be reported in the commodity's CMSDS, under Waste Disposal Method of Section VII, Precautions for Safe Handling and Use. A change in formulation requires a new CMSDS; revised findings and recommendations must be reported on the commodity's new CMSDS. An analysis to determine HW characteristics shall only be done (A) initially, (B) when a formulation change affects HW characteristics, or (C) when a change in federal regulations dictate a new analysis. Previous HW characteristic analytical findings and disposal recommendations shall continue to be reported as long as the commodity formulation and federal regulations have not changed.

(ii) Above Section I of the AMSEL Form 1164 inscribe:

Contract Number:
Date CMSDS Prepared:
Date CMSDS Submitted:

Name of Offeror or Contractor:

(iii) In the block identified as Federal Stock Number of Section I of the AMSEL Form 1164, provide:

National Stock Number (NSN):
Type/Part Number:

(2) A completed SQ should be attached to the transmittal letter along with the required CMSDS. You may provide your response on a copy of this SQ as your required submission.

SUPPLEMENTAL QUESTIONNAIRE

(1) Have you previously submitted an CMSDS for this commodity (i.e., NSN)
Yes___ No___

If Yes, provide previous date submitted and contract number.

Date: Contract No.:

(2) Is the item considered to be hazardous for international transportation under criteria established by:

International Civil Aviation Organization Yes___ No___
International Air Transport Association Yes___ No___
International Maritime Organization Yes___ No___

"If Yes, provide the appropriate United Nations (UN) Identification (ID) Number required for transportation of this hazardous commodity.

UN ID No.:

(3) Have you developed UN Performance Oriented Packaging (POP) for this commodity
Yes___ No___

(4) If the commodity is hazardous for international transportation, has your commercial packaging been certified to meet UN POP requirements

Yes___ No___

If Yes, provide point of contact (POC), telephone number and address where the test report is retained.

POC: _____

TELEPHONE NO.: _____

ADDRESS: _____

(END OF SUPPLEMENTAL QUESTIONNAIRE)

3. If you believe the commodity is not hazardous, you are still required to complete (i) Section I of the CMSDS, (ii) the requirements of para. 2a(2) above, and (iii) answer supplemental questions on the SQ. Submit this information via your transmittal letter to the addressees, per paragraph 1 above.

Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official Government acts. The Government manager or Contracting Officer's Technical Representative (COTR) must ensure that the contracted employee displays his or her name and the name of the company while in the work area, wears and displays a building pass at all times, and includes the company's name in his or her email display.

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If a Government manager wishes to send a contractor to any type of meeting where classified or sensitive unclassified material may be presented, the COTR must provide-in writing or email-verification of the contractors' security clearance and/or need to know.

As prescribed by other laws herein, sexual harassment and other forms of discrimination are unacceptable conduct in the Army workplace whether committed by or against its Government or contractors' employees. Violations of this policy could result in joint liability for both the Army and the contractor(s).

The COTR point-of-contact for this acquisition is: To be determined.

(End of clause)

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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	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-12	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY	FEB/2002
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-13	TIME EXTENSIONS	SEP/2000
I-16	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-19	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-21	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-22	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT/1997
I-24	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-25	52.216-04	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIALS	JAN/1997
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-27	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-28	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-03	CONVICT LABOR	JUN/2003
I-31	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/1995
I-32	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-33	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-34	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
I-36	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-37	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	FEB/2002
I-38	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-41	52.225-5	TRADE AGREEMENTS	OCT/2003
I-42	52.225-8	DUTY- FREE ENTRY	FEB/2000
I-43	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-45	52.229-01	STATE AND LOCAL TAXES	APR/1984
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-47	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-48	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-49	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-50	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-51	52.232-01	PAYMENTS	APR/1984
I-52	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-53	52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-54	52.232-11	EXTRAS	APR/1984
I-55	52.232-17	INTEREST	JUN/1996
I-56	52.232-23 ALT	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986

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	I		
I-57	52.232-25	PROMPT PAYMENT	OCT/2003
I-58	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-59	52.233-1	DISPUTES	JUL/2002
I-60	52.233-1	DISPUTES (JUL 2002) AND ALTERNATE I (DEC 1991)	JUL/2002
I-61	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-62	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-63	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-64	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-65	52.242-13	BANKRUPTCY	JUL/1995
I-66	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-67	52.243-03	CHANGES - TIME-AND-MATERIAL OR LABOR-HOURS	SEP/2000
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-70	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-71	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) AND ALTERNATE I (APR 1984)	FEB/1997
I-72	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR/2003
I-73	52.248-1	VALUE ENGINEERING	FEB/2000
I-74	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-75	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-76	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-77	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-78	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-79	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-80	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-81	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-82	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-83	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-84	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-85	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) AND ALTERNATE I (NOV 1995)	APR/1993
I-86	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-87	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-88	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-89	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-90	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-91	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-92	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, and NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-93	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-94	252.241-7001	GOVERNMENT ACCESS	DEC/1991
I-95	252.242-7000	POST AWARD CONFERENCE	DEC/1991
I-96	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-97	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-98	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-99	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-100	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-101	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-102	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002

I-103 52.204-7 CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1 NOV/2003
 IF6852 52.204-7 Central Contractor Registration Alternate 1.

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique

Name of Offeror or Contractor:

business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record ``Active''.
- (b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.
- (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-104

52.209-3

FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) AND ALTERNATE I
(JAN 1997)

SEP/1989

(a) The Contractor shall test 1 unit(s) of Lot/Item CDRL-A0009 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

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(b) The Contractor shall submit the first article test report within 30 calendar days from the date of this contract to To Be Determined (TBD) marked 'FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. TBD.' Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for convenience of the Government.

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

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

(End of clause)

I-105 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) AND ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989) SEP/1989

(a) The Contractor shall deliver -1- units(s) of Lot/Item -2- within -3- calendar days from the date of this contract to the Government at -4- for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within -5- calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor--

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(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

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

(j) The Contractor shall produce both the first article and the production quantity at the same facility and shall submit a certification to this effect with each first article.

I-106 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA--MODIFICATIONS (OCT 1997) AND ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception

Name of Offeror or Contractor:

has been granted for the schedule item.

(4)The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: -1-

(2) As soon as practical after agreement on price but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-107

52.216-3

ECONOMIC PRICE ADJUSTMENT--SEMISTANDARD SUPPLIES

JAN/1997

(a) The Contractor warrants that the supplies identified as line items_____ (offeror insert schedule line item number) in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term 'established price' means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, and undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) oth this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor:_____
[Signature of the Officer or Employee]_____
[Typed Name of the Officer or Employee]_____
[Title]_____
[Name of Company, Firm, or Organization]_____
[Date]

(End of certification)

(c) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to _____-1-_____ [Contracting Officer complete in accordance with agency procedures].

(End of clause)

I-112 52.232-19 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR APR/1984

Funds are not presently available for performance under this contract beyond -1-. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond -2-, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I-113 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any -1- (48 CFR -2-) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I-114 252.211-7003 UNIQUE ITEM IDENTIFICATION AND VALUATION JAN/2004

[252.211-7003 Item Identification and Valuation.

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

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

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

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

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Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means-

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

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

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

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

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

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

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

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

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

Governments unit acquisition cost means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identification.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring

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marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

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

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

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

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

- (1) Description.*
- (2) Unique identifier,** consisting of-
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Governments unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

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

** Once per item.

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

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

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

(i) Concatenated DoD unique item identifier; or

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(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

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

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

(End of clause)]

I-115

52.222-26

EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999)

APR/2002

Notice: The following terms of this clause are waived for this contract: _____ [Contracting Officer shall list terms.

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

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

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

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

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

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

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

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

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of Labor.

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

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

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

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

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

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

(End of Clause)

I-116 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

(2) Class II, including but not limited to hydrochlorofluorocarbons.

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

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

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

(End of clause)

I-117 52.243-07 NOTIFICATION OF CHANGES

APR/1984

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

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

(1) The date, nature, and circumstances of the conduct regarded as a change;

Name of Offeror or Contractor:

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

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

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

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

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

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-

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reimbursement or incentive contracts, or to combinations thereof.

I-118 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-119 252.223-7001 HAZARD WARNING LABELS DEC/1991
 (a) 'Hazardous material', as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act

(c) The offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, insert 'None'.)	ACT

(d) The apparently successful offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

I-120 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS MAR/2003
 (a) Definitions. As used in this clause-
 (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.
 (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
 (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
 (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

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

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

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

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

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

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

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

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS) A001-A009	24-NOV-2003	009	EMAIL
Attachment 001	STATEMENT OF WORK (SOW)	24-NOV-2003	013	EMAIL
Attachment 002	SOW APPENDIX- A1	10-DEC-2003	043	EMAIL
Attachment 003	SOW APPENDIX- A2	10-DEC-2003	035	EMAIL
Attachment 004	SOW APPENDIX- B	04-NOV-2003	013	EMAIL
Attachment 005	SOW APPENDIX- C	09-DEC-2003	003	EMAIL
Attachment 006	RADIO REPEATER SPEC A3284857	18-APR-2001	042	EMAIL
Attachment 007	HAND HELP MONITOR PERF SPEC K10048848-1	14-AUG-2003	031	EMAIL
Attachment 008	REMBASS II PERF SPEC K10048856-1	23-DEC-2002	019	EMAIL
Attachment 009	KIT, SEISMIC/ACOUSTIC (KSA) A3279738	26-JUN-2001	037	EMAIL
Attachment 010	INFRARED PLUG-IN MODULE (IPM) A3279739	26-JUN-2001	023	EMAIL
Attachment 011	MAGNETIC PLUG-IN MODULE (MPM) A3279740	26-JUN-2001	022	EMAIL

Performance Specifications are Proprietary Information and will be released to L-3 Communications only.

*** END OF NARRATIVE J 001 ***

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
K-3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
K-4	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-5	252.225-7021	TRADE AGREEMENTS	AUG/2003
K-6	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.

___ Hispanic American.

Name of Offeror or Contractor:

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

Name of Offeror or Contractor:

- (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-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 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):

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award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

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

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

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

(End of provision)

K-11 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION OCT/1997

The offeror has (check the appropriate block):

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

____(b) Enclosed its annual representations and certifications.

(End of provision)

K-12 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM OCT/2000

(a) Definition. 'Emerging small business' as used in this solicitation, means a small business concern whose size is no greater than 50% of the numerical size standard applicable to the "North American Industry Classification System (NAICS)" code assigned to a contracting opportunity.

(b) (Complete only if the offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The offeror ____ is, ____ is not an emerging small business.

(c) (Complete only if the offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ \$1 million or less
____ 51 - 100	____ \$1,000,001 - \$2 million

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(End of Provision)

K-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of provision)

K-17 52.225-6 TRADE AGREEMENTS CERTIFICATE MAY/2000

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

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

Other End Products

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Line Item No. Country of Origin:

[List as necessary]

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

(End of Provision)

K-18 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

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

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

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

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

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

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

(c) Check the appropriate box below:

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

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

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

Date of Disclosure Statement: _____

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

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost

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accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement

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

Date of Disclosure Statement: _____

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

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

() (3) Certificate of Monetary Exemption

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

() (4) Certificate of Interim Exemption

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

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

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

() YES () NO

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

(End of Provision)

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K-19 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS _____

K-20 252.225-7000 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-

(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)

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K-21 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

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

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

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

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

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

(b) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

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

(c) The offeror shall submit the report using-

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

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

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

(End of provision)]

K-22 52.7130 INSURANCE STATEMENT OF OFFEROR APR/1991

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

K-23 52.7169 WAIVER OF FIRST ARTICLE APR/1991

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

Item _____ Contract No. _____

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

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

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-2	52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT/2000
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-4	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-5	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-6	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-7	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
L-8	252.234-7000	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
L-9	252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	MAR/1997
L-10	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) AND ALTERNATE I (OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format: -1-

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L-11	52.216-01	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a Firm Fixed Price, IDIQ, 4 year contract resulting from this solicitation.			
(End of Provision)			

L-12	52.233-2	SERVICE OF PROTEST	AUG/1996
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(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 -1-.

(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 52.252-03 ALTERATIONS IN SOLICITATION APR/1984
Portions of this solicitation are altered as follows: -1-

L-14 52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the provision.

(b) The use in this solicitation of any -1- (48 CFR Chapter -2-) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

L-15 52.6205 PRICE SUPPORT SEP/1997
Offerors shall provide the following information, which is required to support price reasonableness or cost realism in accordance with FAR 15.403-3: -1-

L-16 52.6220 TECHNICAL MANUALS NOTICE - MILITARY VERSUS COMMERCIAL SEP/1997

a. The clause in Section B entitled 'ALTERNATE PRICING WITH COMMERCIAL MANUALS' is included for determining the price of full military specification Technical Manuals versus commercial manuals. Bidders/offerors offering commercial manuals must submit with their bids/offers:

i. A copy of each existing commercial manual.

ii. A SUPPLEMENTATION PLAN, according to the Technical Manuals (Commercial) Statement of Work (SOW) Appendix entitled 'MINIMUM INITIAL ACCEPTANCE REQUIREMENTS FOR EXISTING COMMERCIAL MANUALS'.

b. Commercial manuals will be considered acceptable provided the proposed manuals and proposed SUPPLEMENTATION PLAN:

i. Fully meet the minimum requirements of MIL-M-7298C and the Technical Manuals (Commercial) SOW.

ii. Cause no delay in delivery.

iii. Are bid/offered at a lower price than that bid/offered for full military specification Technical Manuals.

iv. Cause no increase in packaging or hardware costs.

v. Contain no type of limitations (e.g., copyright or patent) to Government use.

c. Prior approval of commercial manuals by another Government department or agency will not constitute acceptability of a submission since the Army's requirements and Target Audience may differ substantially from those of another Government department or agency.

d. In addition to bidding/offering on mandatory SLINs 009AA and 0010AA, if the bidder/offeror has existing commercial manuals which may be supplemented to meet the minimum requirements of MIL-M-7298C and the Technical Manuals (Commercial) SOW, the bidder/offeror shall also provide an alternative bid on SLINs 0009AA and 0010AA by completing the clause in Section B entitled 'ALTERNATE PRICING WITH COMMERCIAL MANUALS'. Bidders/offerors must bid/offer on the SLINs for full military specification Technical Manuals; failure to bid/offer on full military specification Technical Manuals SLINs 0009AA, 0010AA may render bids nonresponsive or offers unacceptable.

L-17 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER MAY/1999

The offeror shall provide, with its offer, the following information that is required to make payment by

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electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

L-18 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-19 52.XXXX AMC-LEVEL PROTEST PROGRAM SEP/1998

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

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

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

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

The CC website address is:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

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

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(End of Clause)

L-20 52.7395 COST OF MONEY FOR FACILITIES CAPITAL SEP/1997

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

L-21 52.7455 MAKE OR BUY PROGRAM APR/1991

1. The offeror shall submit with his proposal, a written detailed 'make or buy' program covering this proposed procurement containing the offeror's plan for the production of the end item(s) showing:

a. The major components, assemblies, subassemblies and parts to be manufactured and/or processed (including testing, treating, and assembling) in the offeror's own facilities, or the facilities of his affiliates, subsidiaries, or divisions.

b. The major components, assemblies, subassemblies and parts to be obtained elsewhere by subcontract (including testing, treating, and assembling).

2. The offeror shall submit with the foregoing 'make or buy' program sufficient data to enable the Contracting Officer to evaluate the following factors as to how they affect the interest of the Government:

a. The effect of the offeror's plan to make or buy, as the case may be, on technical, manufacturing, or financial risk involved, price, quality, delivery, performance, and contemplated type of subcontract;

b. Whether the offeror plans to broaden his base of subcontractors through competitive means;

c. Whether the offerors has given consideration to competence, abilities, experience, and capacities available within other firms;

d. Whether small business concerns are given an equitable opportunity to compete for subcontracts;

e. Whether the offeror or major subcontractors propose to do work in plant, the nature of which differs significantly from their normal in-plant operations or for which they are not historically suited;

f. Whether production of the item(s) or production of the work will create a requirement, either directly or indirectly, for additional facilities to be furnished by the Government, by the offeror, or by subcontractors;

g. Whether the offeror proposes to ask the Government to furnish additional facilities to do the work in-plant for which there is capacity elsewhere which is competitive in quality, delivery, and overall cost, and is acceptable as a source to the offeror;

h. Other factors, such as the nature of the item(s), experience with similar items, future requirements, engineering, tooling, starting load costs, market conditions, and the availability of personnel and materials; and

i. The scope of (as a minimum, the type and level of technical effort intended for inclusion in) the proposed subcontract.

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	52.6110	FAILURE TO COMPLY WITH F. O. B. TERMS	APR/1991

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B ORIGIN. for all Items(s). Items will be rejected as nonresponsive or may be considered unacceptable.

M-3 52.6145 EVALUATION--FIRST ARTICLE (GOVERNMENT TESTING) SEP/1997

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

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

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

(d) When First Article testing will be performed by the government, it is estimated that the cost to the government of such testing will be \$-1-. This cost will be added to the offer price of all offerors except those offerors eligible for First Article waiver in the event the government elects to exercise its right to waive First Article testing.

M-4 52.7150 EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING) SEP/1997

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

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

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