

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 29
2. Contract No.	3. Solicitation No. W15P7T-04-R-L405	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-L 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 ROBERT CATHCART E-mail address: ROBERT.CATHCART@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)532-1272
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	18
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	22
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12	X	K	Representations, Certifications, and Other Statements of Offerors	23
X	F	Deliveries or Performance	13				
X	G	Contract Administration Data	14	X	L	Instr., Conds., and Notices to Offerors	27
X	H	Special Contract Requirements	16		M	Evaluation Factors for Award	

OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L405 MOD/AMD	Page 2 of 29
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004

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

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Diane Miekel. 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	52.6307	EXECUTIVE SUMMARY	AUG/1996
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1. Description of the Item(s)/Service(s) being Procured. M249 MOUNTING BRACKET
2. Program Objectives/Needs. MINIMUM GUARANTEED 3,000 UNITS, MAXIMUM 15,000
3. Delivery Schedule. WITH FIRST ARTICLE, 150 DAYS AFTER AWARD, 250 PER MONTH
WITHOUT FIRST ARTICLE, 90 DAYS AFTER AWARD, 250 PER MONTH.
4. Government Testing Requirements. FIRST ARTICLE TEST PLAN AND REPORT. THE EVALUATED PRICE WILL TAKE INTO CONSIDERATION ANY REQUEST FOR WAIVER THAT WAS INCLUDED IN THE BID AND THAT THE GOVERNMENT HAS DETERMINED WOULD BE GRANTED.
5. Type of Contract. FIRM FIXED PRICE, INDEFINITE DELIVERY/INDEFINITE QUANTITY.
6. AWARD WILL BE MADE BASED ON A REVERSE AUCTION TO THE RESPONSIVE AND RESPONSIBLE OFFEROR, A SMALL, HUBZONE BUSINESS, WITH THE LOWEST EVALUATED PRICE.
7. Nature of the Work. MACHINE SHOP
8. Unusual/Specific Aspects of the Acquisition. THIS SOLICITATION IS A SMALL BUSINESS, HUBZONE SET-A-SIDE.
9. INSTRUCTIONS AND DIRECTIONS FOR BIDDING ARE IN ATTACHMENT 3. ALL BIDDERS WILL PERFORM THE CALCULATION USING THEIR OWN BID PRICE AND ENTER THE RESULTS UNDER PRICER IN CLIN 0001 AND UNIT PRICE FOR CLIN 0002. BIDS MUST BE BALANCED. FAILURE TO FOLLOW THE INSTRUCTIONS MAY RENDER YOUR BID NON-RESPONSIVE.
10. DRAWINGS AND DIRECTIONS FOR VIEWING THE DRAWINGS ARE IN ATTACHMENT 4.
11. Disclaimer. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.

NOTE: THIS SOLICITATION IS A SET-A-SIDE FOR HUBZONE, SMALL BUSINESSES. IN ORDER TO WIN AWARD, THE BIDDER MUST BE CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION (SBA) AS A SMALL BUSINESS CONTRACTOR IN A HUBZONE.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L405 MOD/AMD	Page 3 of 29
Name of Offeror or Contractor:		

*** 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: 3040-01-233-0352 SECURITY CLASS: Unclassified																																								
0001AA	<p data-bbox="261 522 444 543"><u>AN/PVS-4A SPARES</u></p> <p data-bbox="261 600 578 621">NOUN: M-249 MOUNTING BRACKET</p> <p data-bbox="261 705 764 751">THE GOVERNMENT GUARANTEES A MINIMUM ORDER OF 3000 UNITS.</p> <p data-bbox="261 785 699 831">THE MAXIMUM ORDER OVER THE LIFE OF THE CONTRACT WILL BE 15,000 UNITS.</p> <p data-bbox="261 865 764 911">DELIVERY WITH FIRST ARTICLE WILL BE 150 DAYS AFTER AWARD.</p> <p data-bbox="261 919 732 966">DELIVERY WITHOUT FIRST ARTICLE WILL BE 90 DAYS AFTER AWARD.</p> <p data-bbox="261 999 711 1045">DELIVERIES WILL BE AT A RATE OF 250 PER MONTH.</p> <p data-bbox="261 1079 488 1100">BID RANGE AND PRICE</p> <p data-bbox="261 1129 367 1150"><u>YEAR ONE</u></p> <table data-bbox="261 1180 724 1419"> <thead> <tr> <th><u>FROM:</u></th> <th><u>TO:</u></th> <th><u>PRICE:</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1000</td> <td>\$</td> </tr> <tr> <td>1001</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>5000</td> <td>\$</td> </tr> <tr> <td>5001</td> <td>6000</td> <td>\$</td> </tr> </tbody> </table> <p data-bbox="261 1474 367 1495"><u>YEAR TWO</u></p> <table data-bbox="261 1524 672 1709"> <tbody> <tr> <td>1</td> <td>1000</td> <td>\$</td> </tr> <tr> <td>1001</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>5000</td> <td>\$</td> </tr> <tr> <td>5001</td> <td>6000</td> <td>\$</td> </tr> </tbody> </table> <p data-bbox="261 1764 386 1785"><u>YEAR THREE</u></p> <table data-bbox="261 1814 672 1944"> <tbody> <tr> <td>1</td> <td>1000</td> <td>\$</td> </tr> <tr> <td>1001</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>5000</td> <td>\$</td> </tr> </tbody> </table>	<u>FROM:</u>	<u>TO:</u>	<u>PRICE:</u>	1	1000	\$	1001	3000	\$	3001	5000	\$	5001	6000	\$	1	1000	\$	1001	3000	\$	3001	5000	\$	5001	6000	\$	1	1000	\$	1001	3000	\$	3001	5000	\$		LO	\$ _____	\$ _____
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L405 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	6000 \$				
	<u>YEAR FOUR</u>				
1	1000 \$				
1001	3000 \$				
3001	5000 \$				
5001	6000 \$				
	<u>YEAR FIVE</u>				
1	1000 \$				
1001	3000 \$				
3001	5000 \$				
5001	6000 \$				
	(End of narrative B001)				
	<u>Description/Specs./Work Statement</u>				
	TOP DRAWING NR: A3079160				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Certificate of Conformance ACCEPTANCE: Origin				
	FOB POINT: Destination				
0002	SECURITY CLASS: Unclassified				
0002AA	<u>FIRST ARTICLE</u>		LO	\$ _____	\$ _____
	NOUN: FA TEST PLAN				
	THE CONTRACTOR SHALL PREPARE AND SUBMIT A FIRST ARTICLE QUALIFICATION TEST PLAN IN ACCORDANCE WITH DI-NDTI-81307 AS IMPLEMENTED BY DD FORM 1423 AT EXHIBIT A.				
	SUBMIT FATP 90 DAYS AFTER AWARD.				
	(End of narrative B001)				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L405 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0002AB	<p><u>FIRST ARTICLE</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>A FAT REPORT SHALL BE PREPARED AND SUBMITTED IN ACCORDANCE WITH FAR 52.209-3 AND DI-NDTI- 80809B AS IMPLEMENTED BY THE DD FORM 1423 AT EXHIBIT B.</p> <p>SUBMIT FAT REPORT 120 DAYS AFTER DATE OF AWARD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 15</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____
0002AC	<p><u>FIRST PRODUCTION LOT</u></p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L405 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>IF FIRST ARTICLE IS WAIVED, THE FIRST 250 UNITS WILL BE DUE 90 DAYS AFTER AWARD.</p> <p>FIVE (5) UNITS WILL BE SELECTED FROM THE FIRST PRODUCTION LOT TO BE USED FOR THE FIRST ARTICLE TEST.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0003	SECURITY CLASS: Unclassified				
0003AA	<p><u>SCIENTIFIC AND TECHNICAL REPORTS</u></p> <p>THE CONTRACTOR SHALL PREPARE AND SUBMIT CONFIGURATION CONTROL DOCUMENTS IN ACCORDANCE WITH THE STATEMENT OF WORK AND DI-MISC-80711A AT EXHIBIT C.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

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

Page 8 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME (CONTRACT REFERENCE)	DOCUMENT TITLE	DOCUMENT DATE	DOCUMENT CATEGORY
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APPLICABLE TAILORING

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

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 1 JULY 2003 and DODISS Supplement dated 1 NOVEMBER 2003 or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated 1 APRIL 2003. When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

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

5. The following document categories apply:

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

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 29
	PIIN/SIIN W15P7T-04-R-L405	MOD/AMD

Name of Offeror or Contractor:

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

FAX: (215) 697-1462

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

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

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

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

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

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

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

a. Drawing Review and Certification.

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

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

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

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

b. Disposition of Drawings and Specifications.

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

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

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

Name of Offeror or Contractor:

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

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

DEFINITION OF DAC/DAYS AFTER CONTRACT

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

(N/A) effective date of contract.

(X) date of contract award.

(End of clause)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

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

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

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

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

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

D-2	52.7047	BAR CODE MARKING	OCT/2001
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Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

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

Page 12 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	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.

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

Page 13 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to -3-.

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

Page 14 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

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: -1-
(City, County, State)

Packaging and Packing: -2-
(City, County, State)

Shipping Point (at or near): -3-
(Street Address, City, State, Zip Code)

Producing facilities: -4-
(Owner, Street Address, City, State, Zip Code)

Operator: -5-
(Operator, Street Address, City, State, Zip Code)

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

-6-
(Street Address, City, State)

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

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-3 52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: IEW

Initiating Activity: JOHN HUSSEY_
(Item/Project Manager)

Controlled Item Report Requirements: -3-

Invoice Address: AMSEL-LC-IEW-N-II
HQ CECOM
FT. MONMOUTH, NJ 07703

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

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

Page 15 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

Name: ROBERT CATHCART

Organization Code: AMSEL-ACCC-RT-LTelephone Area Code and No.: (732)532-1272

DSN/Autovon No.: 992-1272

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

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

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

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

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

G-4 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

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

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

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

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

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

Page 16 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999

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

(b) The format for all communication shall be compatible with the following: MICROSOFT WORD

(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: Jo-Ann.Lee@mail1.monmouth.army.mil-
The Contract Specialist's e-mail address is: robert.cathcart@mail1.monmouth.army.mil
The Technical Point of Contact's e-mail address is: barbara.mckinney@mail1.monmouth.army.mil

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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

Page 17 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

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

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997)	OCT/1997
I-15	52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	JAN/1999
I-16	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-17	52.222-03	CONVICT LABOR	JUN/2003
I-18	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-19	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-28	52.232-01	PAYMENTS	APR/1984
I-29	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-32	52.232-25	PROMPT PAYMENT	OCT/2003
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-34	52.233-1	DISPUTES	JUL/2002
I-35	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-38	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-39	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-40	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-41	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-42	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-43	252.225-7009	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY-- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-44	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-45	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING	SEP/1989

(a) The Contractor shall test 5 unit(s) of Lot/Item 1 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to AMSEL-LC-IEW-N marked 'FIRST ARTICLE TEST REPORT: Contract No. _____, Lot/Item No. _____.' Within 15 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

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

Page 19 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the 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-46 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 6,000;

(2) Any order for a combination of items in excess of 15,000; or

(3) A series of orders from the same ordering office within 1826 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-47 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE

JUN/2003

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include ``data.'`

Name of Offeror or Contractor:

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for THE M249 MOUNTING BRACKET:

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and 'fitness for a particular purpose' are excluded from any obligation contained in this contract.

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 DAYS OF NOTICE.

(2) Within a reasonable time after the notice, the Contracting Officer may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-

Name of Offeror or Contractor:

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

I-48 52.227-03 PATENT INDEMNITY (ALTERNATE II)

APR/1984

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

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

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

I-49 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

JAN/2004

(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://wawf.eb.mil>.

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

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

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

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

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

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

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

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 29**

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	FIRST ARTICLE TEST PLAN	07-AUG-2003	001	DATA
Exhibit B	FIRST ARTICLE TEST REPORT	07-AUG-2003	001	DATA
Exhibit C	SCIENTIFIC AND TECHNICAL REPORTS	07-AUG-2003	001	DATA
Attachment 001	STATEMENT OF WORK (SOW)	07-AUG-2003	013	DATA
Attachment 002	DOCUMENT SUMMARY LIST	07-AUG-2003	001	DATA
Attachment 003	BIDDING INSTRUCTIONS (SPREADSHEET)		001	DATA
Attachment 004	DRAWINGS			DATA

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

Page 23 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

K-5	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(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.

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

Page 24 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

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

(d) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal Government;

() Other. State basis. _____

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt):

() Corporate entity (tax-exempt):

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

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

(f) Common Parent.

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

() Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

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

Name of Offeror or Contractor:

in this solicitation is (are) economically advantageous to the Government.

Four horizontal lines for providing the name of the offeror or contractor.

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

K-7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

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

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an

Name of Offeror or Contractor:

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-8 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-9 52.7169 WAIVER OF FIRST ARTICLE APR/1991

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

Item _____ Contract No. _____

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

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

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

Page 27 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-04	FALSE STATEMENTS IN BIDS	APR/2002
L-2	52.XXXX	AMC-LEVEL PROTEST PROGRAM	FEB/2004
LM7251	AMC-LEVEL PROTEST PROGRAM	FEB 2004	
52.7251			

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

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

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

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

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

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

(End of Clause)

Reverse Auction Instructions and Agreement

Instructions:

1. The United States Electronics and Communications Command (CECOM) will conduct an anonymous, online reverse auction for the requirements specified in Section B of this solicitation. The specific time for this Reverse Auction will be 19 May 2004 at 1:30 pm, Eastern Standard Time. Delivery will be in accordance with the specified delivery schedule in Section B of the solicitation. Submit the following as early as possible to allow for password receipt and training: (1)The contractors shall sign and return this agreement in addition to Section K, Representations and Certifications to the Contracting Officer at CECOM to receive a user ID and password for the Reverse Auction by COB 14 May 2004. (2)Please submit the following information for user name and password assignment: First and Last name, company name, cage code, mailing address (street, city, state & zip), phone#, e-mail address, and time zone. All approved vendors will be provided a user name and password, training date and POC via email prior to start of auction. The web address to gain access to the auction will also be provided along with the contractor's username and password. Point of Contact for this requirement is Contract Specialist Robert Cathcart, and can be reached at 732-532-1272 or via email robert.cathcart@mail1.monmouth.army.mil. The bidders agree to meet each requirement specified and only offer items that meet or exceed these requirements.

2. By participating in this Reverse Auction you grant the government the right to disclose your price, however, your name will be kept anonymous. The Contracting Officer also reserves the right to suspend or cancel the Reverse Auction at any time. If the Contracting Officer cancels the Reverse Auction, the solicitation may be processed following normal sealed bid procedures.

3. It is anticipated that a Firm-Fixed Price contract will be executed for this requirement. Bidders must propose price in accordance with (IAW) the spreadsheet found in attachment 3. The spreadsheet in attachment 3 contains all the necessary formulas for determining bid price. The contractor needs only to input prices in the yellow fields. Using the pre-existing formulas in the spreadsheet the final price will automatically be calculated. The rules for bidding IAW the spreadsheet are as follows: The Government will evaluate offers for award purposes by adding the total of all CLIN/SLIN line items as set forth below. The Government may elect not to award to a bidder whose prices are materially unbalanced. A bid is materially unbalanced when it is based on prices significantly overstated for some work and significantly understated for other work. For line items which require range quantity pricing, the total evaluated price will be calculated by computing a weighted average price and multiplying the weighted average by the maximum quantity

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

Page 28 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

that can be ordered under each applicable CLIN/SLIN (as specified in the solicitation). A weighted average price will be calculated as follows: (1) Each range price will be multiplied by the maximum quantity in each range for all years. (2) The extended amounts will be summed and divided by the sum of the maximum quantity in each range for all years. The result will be the weighted average unit price. (3) The weighted average unit price will be multiplied by the maximum CLIN/SLIN quantity of 15,000 each for evaluation purposes only. This price added to the price of SLINS 0002AA-0002Ab (0002AC and 0003AA are not separately priced) will be the total evaluated price. Once the Reverse Auction is complete, the winning contractor shall submit a signed copy of their final bid prices and completed spreadsheet to the point of contact above. Bidders/Offerors have 24 hours from the time the Reverse Auction ends to submit a complete breakout of SLIN prices.

Example:

RANGE PRICE

1-300	\$200
301-600	\$150
601-800	\$100

CALCULATIONS

A. Multiply range price by the maximum range quantity.

PRICE	MAX QTY	AMOUNT
\$200	300	\$60,000
\$150	600	\$90,000
\$100	<u>800</u>	<u>\$80,000</u>
	1700	\$230,000

B. Divide the extended amounts (\$230,000) by the sum of total maximum quantity in each range (1700).

\$230,000/1700 = \$135.29 = weighted average unit price.

C. Multiply the weighted average unit price by the maximum contract quantity.

\$135.29*4,000 = \$541,176.47 = total evaluated range quantity price.

The total evaluated price is the sum of the total evaluated range quantity price (Paragraph b. above) and the sum of all priced SLINS (FATP and FATR).

CAUTION: Unbalanced bids will cause Bidders/Offerors to be eliminated/found non-responsive (See FAR 14.404-2(g),14.405)

4. The governments starting price for this auction will be at a total net price of \$500,000. Bids will be submitted in minimum decrements of \$1000. Prices will be submitted in whole dollars only. The total price(s) derived from the spreadsheet will be the total price(s) transmitted in the auction tool. Original time period for Reverse Auction will be 30 minutes. If a bid is submitted within the last four minutes, as indicated by the web site server clock, of the time period specified for the Reverse Auction stop time, the time period shall be extended for an additional ten minute period beyond the time of the original stop time. An offer during the Reverse Auction must differ from the market, leading offer by at least the decrement identified on the auction detail page. If no bids are submitted within the extension period the Reverse Auction will close i.e., within the last four minutes of the original scheduled stop time. Further, if an extension period is generated and an offer is submitted within the last four minutes within the extension period another ten-minute extension period will be generated. There will be a limit of twelve extensions during the Reverse Auction. NOTE: The auction will close when either no bids are submitted in the last four minutes of any extension, or at the end of the twelfth extension period. When apparent low bidders prices are recieved, they must add up to the total evaluated reverse auction price to be considered valid.

5. By participating in the Reverse Auction, contractors certify they will not knowingly disclose their price to any other bidder except anonymously during the reverse auction. The contractors further certify that anonymous disclosure of its price during the Reverse Auction shall not be for the purpose of restricting competition.

6. Basis for Award:

At the conclusion of the Reverse Auction, the government intends to make an award to the contractor who submits the lowest total price, and is deemed acceptable and responsible by the Contracting Officer. The bidders must bid on the quantity identified above in paragraph C for line items 0001AA, 0002AA, and 0002AB. The Contracting Officer reserves the right to make no award under this procedure.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 29 of 29

PIIN/SIIN W15P7T-04-R-L405

MOD/AMD

Name of Offeror or Contractor:

7. I certify I am a Small Business, HubZone Contractor.

I hereby agree to the above:

Contractor (Insert name and phone number)
Authorized Agent

*** END OF NARRATIVE L 001 ***