

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 61	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W15P7T-04-R-H612	
7. For Solicitation Information Call:		A. Name NATHALIE NGUYEN		B. Telephone Number (No Collect Calls) (732)532-0240		6. Solicitation Issue Date	
9. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCB-RT-V FORT MONMOUTH, NJ 07703-5008		Code W15P7T		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 334220 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA7 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By			
Telephone No.		Code		17. Contractor/Offeror		18a. Payment Will Be Made By	
17. Contractor/Offeror		Code		Facility		Code	
Telephone No.		<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)		21. Quantity		22. Unit	
						23. Unit Price	
						24. Amount	
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	

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

32a. Quantity In Column 21 Has Been

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

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
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32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
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38. S/R Account Number	39. S/R Voucher Number	40. Paid By
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41a. I Certify This Account Is Correct And Proper For Payment	42a. Received By (Print)	
		41b. Signature And Title Of Certifying Officer
	41c. Date	42c. Date Rec'd (YY/MM/DD)

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

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PIIN/SIIN W15P7T-04-R-H612

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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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), Kathleen Hageman, 732-427-1644, kathleen.hageman@maill.monmouth.army.mil. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

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

2	52.6307 EXECUTIVE SUMMARY	AUG/1996
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1. Description of the Item(s)/Service(s) being Procured. ANTENNA KITS AND COMPONENTS
2. Program Objectives/Needs. AS STATED IN 1. ABOVE
3. Delivery Schedule. SEE SECTION B
4. Government Testing Requirements. N/A
5. Type of Contract. IDIQ FIRM FIXED PRICE
6. Format of the Contract. UNIFORM CONTRACT FORMAT
7. Nature of the Work. AS STATED IN 1. ABOVE
8. Unusual/Specific Aspects of the Acquisition. N/A
9. Source Selection Methodology. N/A
10. Negotiated Procurements. THE REQUIREMENT IS SOLE SOURCE TO L-3 COMMUNICATIONS CORPORATION IN SALT LAKE, UT.

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.

1. THE GOVERNMENT INTENDS TO AWARD A FIVE-YEAR, FIRM FIXED PRICE (FFP), INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT.
2. ACCELERATED DELIVERIES ARE ENCOURAGED AT NO ADDITIONAL COST TO THE GOVERNMENT.
3. THE QUANTITIES PLANNED FOR THE GOVERNMENT'S INITIAL ORDER ARE AS FOLLOWS, THESE QUANTITIES ARE SUBJECT TO CHANGE.
 - a. 20 ANTENNA UPGRADE KITS NSN:5985-01-480-1932 P/N:8140944-00
NO IINITIAL ORDER IS PLANNED. THE TOTAL ORDER QUANTITY OVER THE LIFE OF THE CONTRACT SHALL NOT EXCEED 20 EACH.
 - b. RECEIVER-TRANSMITTE:315 FEED TUB ASSEMBLIES NSN:5985-01-504-6692 P/N:8145722-00
THE PLANNED INITIAL IS 40 EACH. THE TOTAL ORDER QUANTITY OVER THE LIFE OF THE CONTRACT SHALL NOT EXCEED 276 EACH.

Name of Offeror or Contractor:

- c. RECEIVER-TRANSMITTE:310 FEED BASE ASSEMBLIES NSN:5985-01-504-6696 P/N:8145738-00
THE PLANNED INITIAL ORDER IS 40 EACH. THE TOTAL ORDER QUANTITY OVER THE LIFE OF
THE CONTRACT SHALL NOT EXCEED 270 EACH.
- d. FILTER-AMPLIFFIER, RA:310 RADIO FREQUENCY FILTERS NSN:5985-01-504-6871
P/N:7191288-00
THE PLANNED INITIAL ORDER IS 40 EACH. THE TOTAL ORDER QUANTITY OVER THE LIFE OF
THE CONTRACT SHALL NOT EXCEED 270 EACH.
- e. AMPLIFFIER SUBASSEM:1,030 LOW NOISE AMPLIFIERS NSN:5996-01-504-6695
P/N:7191307-00
THE PLANNED INITIAL ORDER IS 150 EACH. THE TOTAL ORDER QUANTITY OVER THE LIFE OF
THE CONTRACT SHALL NOT EXCEED 880 EACH.
- f. WAVEGUIDE SWITCH:85 EA. NSN: 5985-01-519-3115 P/N:7187392-01
THE PLANNED INITIAL ORDER IS 40 EACH. THE TOTAL ORDER QUANTITY OVER THE LIFE OF
THE CONTRACT SHALL NOT EXCEED 75 EACH.
- g. ANTENNA CONTROL SUBASSEMBLY: 100 EA. NSN: 5985-01-519-4439 P/N:8140944-01
THE PLANNED INITIAL ORDER IS 20 EACH. THE TOTAL ORDER QUANTITY OVER THE LIFE
OF THE CONTRACT SHALL NOT EXCEED 80 EACH.
4. THE GOVERNMENT HAS THE RIGHT TO AWARD WITHOUT DISCUSSIONS.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS FSCM: 06401 PART NR: 8145722-00 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION YEAR 1</u> NOUN: RECEIVER-TRANSMITTE RECEIVER-TRANSMITTE; FEED TUBE ASSEMBLIES NSN:5895-01-504-6692, U/W AS-3036, IAW STATEMENT OF WORK (SOW). IDIQ TYPE CONTRACT. THE PLANNED INITIAL ORDER WILL BE FOR QUANTITY OF 40 EACH. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 40 0150 FOB POINT: Destination 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.	40	EA	\$ _____	\$ _____
0002	FSCM: 06401 PART NR: 8145738-00 SECURITY CLASS: Unclassified				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-H612 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p><u>PRODUCTION YEAR 1</u></p> <p>NOUN: RECEIVER-TRANSMITTE</p> <p>RECEIVER-TRANSMITTE: FEED BASE ASSEMBLIES NSN: 5895-01-504-6696, U/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE PLANNED INITIAL ORDER WILL BE FOR A QUANTITY OF 40 EACH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 40 0150</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>	40	EA	\$ _____	\$ _____
0003	<p>FSCM: 06401 PART NR: 7191288-00 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>PRODUCTION YEAR 1</u></p> <p>NOUN: FILTER-AMPLIFIER, RA</p> <p>RADIO FREQUEENCY FILTERS NSN:5895-01-504-6871 A/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p>	40	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>IDIQ TYPE CONTRACT. THE PLANNED INITIAL ORDER WILL BE FOR A QUANTITY OF 440 EACH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 40 0150</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>				
0004	<p>FSCM: 06401 PART NR: 7191307-00 SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>PRODUCTION YEAR 1</u></p> <p>NOUN: AMPLIFIER SUBASSEMB</p> <p>LOW NOISE AMPLIFIER NSN:5996-01-504-6695, U/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACTT. THE PLANNED INITIAL ORDER WILL BE FOR A QUANTITY OF 150 EACH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:</p>	150	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 150 0150 FOB POINT: Destination 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. FSCM: 06401 PART NR: 8140944-01 SECURITY CLASS: Unclassified				
0005AA	<u>PRODUCTION YEAR 1</u> PROGRAM YEAR: 1 NOUN: ANTENNA CONTROL SUBASSEMBLY ANTEENA CONTROL SUBASSEMBLY NSN:5985-01-519-4439 U/W AS-3036, IAW STATEMENT OF WORK (SOW). IDIQ TYPE CONTRACT. THE PLANNED INITIAL ORDER WILL BE FOR A QUANTITY OF 20 EACH. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001	20	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-H612 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 20 0150</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>FSCM: 06401 PART NR: 7187392-01 SECURITY CLASS: Unclassified</p>				
0006AA	<p><u>PRODUCTION YEAR I</u></p> <p>PROGRAM YEAR: 1 NOUN: WAVEGUIDE SWITCH</p> <p>WAVEGUIDE SWITCH, NSN:5985-01-519-3115, U/W AS-3036, IAW STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE PLANNED INITIAL ORDER WILL BE FOR A QUANTITY OF 10 EACH.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 10 0150</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>	10	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

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0010	FSCM: 06401 PART NR: 8140944-00 SECURITY CLASS: Unclassified																
0010AA	<p><u>PRODUCTION YEAR 2</u></p> <p>PROGRAM YEAR: 2 NOUN: ANTENNA UPGRADE KITS</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5</td> <td>\$</td> </tr> <tr> <td>6</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>20</td> <td>\$</td> </tr> </tbody> </table> <p>ANTENNA UPGRADE KITS NSN:5985-01-480-1932 U/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 20 EACH.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 5 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	5	\$	6	10	\$	11	20	\$		EA	\$ _____	\$ _____
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0011	REQUISITION. FSCM: 06401 PART NR: 8145722-00 SECURITY CLASS: Unclassified																						
0011AA	<p><u>PRODUCTION YEAR 2</u></p> <p>PROGRAM YEAR: 2 NOUN: RECEIVER-TRANSMITTE (FEED TUB</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>275</td> <td>\$</td> </tr> </tbody> </table> <p>RECEIVER-TRANSMITTE:FEED TUBE ASSEMBLIES NSN:5895-01-504-6692 U/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V)SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 275.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	10	\$	11	25	\$	26	49	\$	50	100	\$	101	275	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE																					
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0012AA	<u>PRODUCTION YEAR 2</u> PROGRAM YEAR: 2 NOUN: RECEIVER-TRANSMITTE (BASE FEE <table border="0" data-bbox="267 892 649 1071"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Range Quantities</u></th> </tr> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>270</td> <td>\$</td> </tr> </tbody> </table> RECEIVER-TRANSMITTE: FEED BASE ASSEMBLIES NSN:5895-01-504-6696 U/W AS-3036,IAW THE STATEMENT OF WORK (SOW). IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 270. DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	25	\$	26	49	\$	50	100	\$	101	270	\$		EA	\$ _____	\$ _____
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0013AA	<p><u>PRODUCTION YEAR 2</u></p> <p>PROGRAM YEAR: 2 NOUN: FILTER-AMPLIFIER, RA</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>270</td> <td>\$</td> </tr> </tbody> </table> <p>FILTER -AMPLIFIER, RA:RADIO FREQUENCY FILTERS NSN:5895-01-504-6871 U/W AS-3036,IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 270 EACH.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p>	FROM	TO	UNIT PRICE	1	10	\$	11	25	\$	26	49	\$	50	100	\$	101	270	\$		EA	\$ _____	\$ _____
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0015AA	<p><u>PRODUCTION YEAR 2</u></p> <p>PROGRAM YEAR: 2 NOUN: ANTENNA CONTROL SUBASSEMBLY</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th data-bbox="272 1157 326 1178">FROM</th> <th data-bbox="363 1157 391 1178">TO</th> <th data-bbox="532 1157 646 1178">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td data-bbox="305 1184 318 1205">1</td> <td data-bbox="380 1184 407 1205">10</td> <td data-bbox="500 1184 513 1205">\$</td> </tr> <tr> <td data-bbox="297 1209 321 1230">11</td> <td data-bbox="380 1209 407 1230">25</td> <td data-bbox="500 1209 513 1230">\$</td> </tr> <tr> <td data-bbox="297 1234 321 1255">26</td> <td data-bbox="380 1234 407 1255">80</td> <td data-bbox="500 1234 513 1255">\$</td> </tr> </tbody> </table> <p>ANTENNA CONTROL SUBASSEMBLY NSN:5985-01-519-4439 U/W AS-3036, IAW STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THREE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL DO NOT EXCEED THE QUANTITY OF 80 EACH.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 20 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>	FROM	TO	UNIT PRICE	1	10	\$	11	25	\$	26	80	\$		EA	\$ _____	\$ _____
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0020	<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> <p>FSCM: 06401 PART NR: 8140944-00 SECURITY CLASS: Unclassified</p>																
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
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0021AA	<p><u>PRODUCTION YEAR 3</u></p> <p>PROGRAM YEAR: 3 NOUN: RECEIVER-TRANSMITTE (FEED TUB</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>2101</td> <td>275</td> <td>\$</td> </tr> </tbody> </table> <p>RECEIVER-TRANSMITTE:FEED TUBE ASSEMBLIES NSN:5895-01-504-6692 U/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 275.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:</p>	FROM	TO	UNIT PRICE	1	10	\$	11	25	\$	26	49	\$	50	100	\$	2101	275	\$		EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

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Reference No. of Document Being Continued
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0024AA	<p><u>PRODUCTION YEAR 3</u></p> <p>PROGRAM YEAR: 3 NOUN: AMPLIFIER SUBASSEMBLY (LNA)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>200</td> <td>\$</td> </tr> <tr> <td>201</td> <td>880</td> <td>\$</td> </tr> </tbody> </table> <p>AMPLIFIER SUBASSEMBLY (LNA) NSN:5996-01-504-6695 U/W AS-3036, IAWW STATEMENT OF WORK (SOW).</p>	FROM	TO	UNIT PRICE	1	50	\$	51	100	\$	101	200	\$	201	880	\$		EA	\$ _____	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0031	<p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 5 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>FSCM: 06401 PART NR: 8145722-00 SECURITY CLASS: Unclassified</p>																						
0031AA	<p><u>PRODUCTION YEAR 4</u></p> <p>PROGRAM YEAR: 4 NOUN: RECEIVER-TRANSMITTE (FEED TUB</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>275</td> <td>\$</td> </tr> </tbody> </table> <p>RECEIVER-TRANSMITTE:FEED TUBE ASSEMBLIES NSN:5895-01-504-6692 U/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQTYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V)SHALL</p>	FROM	TO	UNIT PRICE	1	10	\$	11	25	\$	26	49	\$	50	100	\$	101	275	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE																					
1	10	\$																					
11	25	\$																					
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101	275	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0032	<p>BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 275.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>FSCM: 06401 PART NR: 8145738-00 SECURITY CLASS: Unclassified</p>																						
0032AA	<p><u>PRODUCTION YEAR 4</u></p> <p>PROGRAM YEAR: 4 NOUN: RECEIVER-TRANSMITTE (BASE FEE</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>270</td> <td>\$</td> </tr> </tbody> </table>	FROM	TO	UNIT PRICE	1	10	\$	11	25	\$	26	49	\$	50	100	\$	101	270	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE																					
1	10	\$																					
11	25	\$																					
26	49	\$																					
50	100	\$																					
101	270	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>RECEIVER-TRANSMITTE: FEED BASE ASSEMBLIES NSN:5895-01-504-6696 U/W AS-3036,IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 270.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <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>				
0033	<p>FSCM: 06401 PART NR: 7191288-00 SECURITY CLASS: Unclassified</p>				
0033AA	<p><u>PRODUCTION YEAR 4</u></p> <p>PROGRAM YEAR: 4 NOUN: FILTER-AMPLIFIER, RA</p> <p style="text-align: center;"><u>Range Quantities</u></p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	<p>FROM TO UNIT PRICE</p> <p>1 10 \$</p> <p>11 25 \$</p> <p>26 49 \$</p> <p>50 100 \$</p> <p>101 270 \$</p> <p>FILTER -AMPLIFIER, RA:RADIO FREQUENCY FILTERS NSN:5895-01-504-6871 U/W AS-3036,IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 270 EACH.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>FSCM: 06401 PART NR: 7191307-00 SECURITY CLASS: Unclassified</p>				
0034AA	<p><u>PRODUCTION YEAR 4</u></p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
	<p>PROGRAM YEAR: 4 NOUN: AMPLIFIER SUSASSEMBLY (LNA)</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>200</td> <td>\$</td> </tr> <tr> <td>201</td> <td>880</td> <td>\$</td> </tr> </tbody> </table> <p>AMPLIFIER SUBASSEMBLY (LNA) NSN:5996-01-504-6695 U/W AS-3036, IAWW STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 880 EACH.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	50	\$	51	100	\$	101	200	\$	201	880	\$	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001									
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0035	<p>FSCM: 06401 PART NR: 8140944-01 SECURITY CLASS: Unclassified</p>																																					
0035AA	<p><u>PRODUCTION YEAR 4</u></p>		EA	\$ _____	\$ _____																																	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0042	<p>PROGRAM YEAR: 5 NOUN: RECEIVER-TRANSMITTE (FEED TUB</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>275</td> <td>\$</td> </tr> </tbody> </table> <p>RECEIVER-TRANSMITTE:FEED TUBE ASSEMBLIES NSN:5895-01-504-6692 U/W AS-3036, IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQTYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V)SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 275.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>FSCM: 06401 PART NR: 8145738-00 SECURITY CLASS: Unclassified</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	25	\$	26	49	\$	50	100	\$	101	275	\$				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0042AA	<p><u>PRODUCTION YEAR 5</u></p> <p>PROGRAM YEAR: 5 NOUN: RECEIVER-TRANSMITTE (BASE FEE</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>49</td> <td>\$</td> </tr> <tr> <td>50</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>270</td> <td>\$</td> </tr> </tbody> </table> <p>RECEIVER-TRANSMITTE: FEED BASE ASSEMBLIES NSN:5895-01-504-6696 U/W AS-3036,IAW THE STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 270.</p> <p>DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	25	\$	26	49	\$	50	100	\$	101	270	\$		EA	\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0044	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. FSCM: 06401 PART NR: 7191307-00 SECURITY CLASS: Unclassified																						
0044AA	<u>PRODUCTION YEAR 5</u> PROGRAM YEAR: 5 NOUN: AMPLIFIER SUBASSEMBLY (LNA) <table border="0" data-bbox="267 892 649 1050"> <thead> <tr> <th colspan="3"><u>Range Quantities</u></th> </tr> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>200</td> <td>\$</td> </tr> <tr> <td>201</td> <td>880</td> <td>\$</td> </tr> </tbody> </table> AMPLIFIER SUBASSEMBLY (LNA) NSN:5996-01-504- 6695 U/W AS-3036, IAWW STATEMENT OF WORK (SOW). IDIQ TYPE CONTRACT. THE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL QUANTITIES DO NOT EXCEED THE QUANTITY OF 880 EACH. DELIVERY WILL BE AT A RATE OF NOT LESS THAN 40 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Destination	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	50	\$	51	100	\$	101	200	\$	201	880	\$		EA	\$ _____	\$ _____
<u>Range Quantities</u>																							
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	50	\$																					
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Name of Offeror or Contractor:

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0045	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. FSCM: 06401 PART NR: 8140944-01 SECURITY CLASS: Unclassified																
0045AA	<u>PRODUCTION YEAR 5</u> PROGRAM YEAR: 5 NOUN: ANTENNA CONTROL SUBASSEMBLY <u>Range Quantities</u> <table border="0"> <tr> <td><u>FROM</u></td> <td><u>TO</u></td> <td><u>UNIT PRICE</u></td> </tr> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>80</td> <td>\$</td> </tr> </table> ANTENNA CONTROL SUBASSEMBLY NSN:5985-01-519-4439 U/W AS-3036, IAW STATEMENT OF WORK (SOW). IDIQ TYPE CONTRACT. THEE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL DO NOT EXCEED THE QUANTITY OF 80 EACH. DELIVERY WILL BE AT A RATE OF NOT LESS THAN 20 EACH PER MONTH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	25	\$	26	80	\$		EA	\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	10	\$															
11	25	\$															
26	80	\$															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0046	(SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. FSCM: 06401 PART NR: 7187392-01 SECURITY CLASS: Unclassified																																		
0046AA	<p><u>PRODUCTION YEAR 5</u></p> <p>PROGRAM YEAR: 5 NOUN: WAVEGUIDE SWITCH</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>\$</td> </tr> <tr> <td>11</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>75</td> <td>\$</td> </tr> </tbody> </table> <p>WAVEGUIDE SWITCH NSN:5985-01-519-3115 U/W AS-3036, IAW STATEMENT OF WORK (SOW).</p> <p>IDIQ TYPE CONTRACT. THREE FOUR-OPTION YEAR (YEAR II, YEAR III, YEAR IV, AND YEAR V) SHALL BE NO ORDER QUANTITY LIMIT FOR ANY GIVEN ORDERING PERIOD AS LONG AS THE TOTAL DO NOT EXCEED THE QUANTITY OF 75 EACH.</p> <p>DELIVERY WILL BE SENT AT A RATE OF NOT LESS THAN 10 EACH PER MONTHH BEGINNING NO LATER THAN 150 DAYS AFTER AWARD.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	25	\$	26	75	\$	DOC		SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001							EA	\$ _____	\$ _____
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26	75	\$																																	
DOC		SUPPL																																	
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001																																			

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. SECURITY CLASS: Unclassified				
0050AA	<p><u>DATA ITEM</u></p> <p>NOUN: BAR CODE IDENTIFICATION REPORT</p> <p>CONTRACT DATA REQUIREMENTS LIST FOR BAR CODE IDENTIFICATION REPORT-UID DATA FOR EMBEDDED COMPONENTS (SEE STATEMENT OF WORK-SOW Para 3.5), IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES AND SCHEDULES AS SET FORTH IN DD FORM 1423, EXHIBIT A, DATA ITEM A001.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.7023	SECTION F - DELIVERIES OR PERFORMANCE	MAR/1989

1. SHIPMENT: Any reports and/or other documentation developed as a requirement of any order issued hereunder will be shipped F.O.B. Destination to the addressee set forth in each order.

2. SHIPPING INSTRUCTIONS: Shipments by the contractor to the Government shall be in accordance with the instructions contained in each order issued hereunder.

3. DELIVERY: A delivery schedule shall be set forth in each order issued hereunder. Notwithstanding the expiration date of this agreement, the contractor shall complete performance of all orders issued during the term of this agreement even though such performance may extend beyond the expiration date.

4. ACCELERATED DELIVERY: The contractor is authorized to exceed the delivery rate, or to complete the performance of each order issued hereunder prior to the time set forth in the negotiated delivery schedule, provided that nothing contained herein or in any said order shall obligate the Government to perform any of its obligations to the contractor at an earlier date than is set forth. Increased costs are incurred at the contractor's own risk unless the accelerated delivery schedules were specifically ordered or recognized by the contracting officer.

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Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

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

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.

3	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: ANTENNA KITS AND COMPONENTS

Initiating Activity: COMM DIRECTORATE
(Item/Project Manager) CHRISTINE J WHALEN , 732-532-8792

Controlled Item Report Requirements: N/A

Invoice Address: SEE BLOCK 18a. OF SF 1449

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

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Name of Offeror or Contractor:

Name: NATHALIE C NGUYEN

Organization Code: AMSEL-AC-CB-RT-V

Telephone Area Code and No.: (732)-

DSN/Autovon No.:

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.

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@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)

5 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

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

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

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

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

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

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

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

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

(X) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

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

(X) 252.205-7000
Provision of Information to Cooperative Agreement Holders (DEC 1991)
(10 U.S.C. 2416).

() 252.219-7003
Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).

() 252.219-7004
Small, Small Disadvantaged and Women Owned Small Business
Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)

() 252.225-7001
X Buy American Act and Balance of Payments Program (APR 2003)
(41 U.S.C. 10a-10d, E.O. 10582).

(X) 252.225-7012
Preference for Certain Domestic Commodities (FEB 2003)
(10 U.S.C. 2533a).

(X) 252.225-7014
Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

() 252.225-7015
Restriction on Acquisition of Hand or Measuring Tools (APR 2003)
(10 U.S.C. 2533a).

(X) 252.212-7016
Restrictions on Acquisition of Ball and Roller Bearings (APR 2003)
(Alternate I)(APR 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61
and similar sections in subsequent DoD appropriations acts).

() 252.225-7021
Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

() 252.225-7027
Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
(22 U.S.C. 2779).

() 252.225-7028
Exclusionary Policies and Practices of Foreign Governments (APR 2003)
(22 U.S.C. 2755).

() 252.225-7036
Buy American Act--North American Free Trade Agreement Implementation Act--
Balance of Payments Program (APR 2003) (Alternate I)(APR 2003)
(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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Name of Offeror or Contractor:

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

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

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

(End of clause)

3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAY/2004
EXECUTIVE ORDERS--COMMERCIAL ITEMS

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

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

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

[Contracting Officer shall check as appropriate.]

___X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, (JUL 1995) with

Name of Offeror or Contractor:

Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

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

___ (ii) Alternate I (MAR 1999) of 52.219-5.

___ (iii) Alternate II (JUNE 1999) of 52.219-5.

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

___ (ii) Alternate I (OCT 1995) of 52.219-6.

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

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

__X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

_ X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__X (16) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2002)(38 U.S.C. 4212).

__X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).

__X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2002)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

Name of Offeror or Contractor:

- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003)(41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (JUNE 2003)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (MAY 2002) of 52.225-3.
- ___ (iii) Alternate II (MAY 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JUNE 2003)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restriction on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- __X (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 1984)of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(MAY 1989) (41 U.S.C. 351, et seq.).

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terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contract against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement (AFARS) 5101.602-2-90.

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
2	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
3	52.225-5	TRADE AGREEMENTS	JAN/2004
4	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
5	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
6	52.227-03	PATENT INDEMNITY	APR/1984
7	52.232-25	PROMPT PAYMENT	OCT/2003
8	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
9	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	OCT/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 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

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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.

10 52.216-18 ORDERING OCT/1995

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

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

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

(End of clause)

11 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 -see narrative on page 3 and page 4 of SF 1449-, 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 -see narrative on page 3 and page 4 of SF 1449-;

(2) Any order for a combination of items in excess of -see narrative on page 3 and page 4 of SF 1449-; or

(3) A series of orders from the same ordering office within 30 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 30 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)

12 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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designated in the Schedule as the 'minimum.'

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

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

(End of clause)

13 252.211-7003 UNIQUE ITEM IDENTIFICATION AND VALUATION JAN/2004

[252.211-7003 Item Identification and Valuation.

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

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

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

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

Concatenated unique item identifier means-

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

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

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

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

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.

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(See SLIN 0050AA, Exhibit A)

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number A or Contract Data Requirements List Item Number 0050AA.

(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 JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

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

(4) Marking items.

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

(ii) The issuing agency code-

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

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

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

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

(1) Description.*

(2) Unique identifier,** consisting of-

(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.**

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- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Governments unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

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

** Once per item.

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

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

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

- (i) Concatenated DoD unique item identifier; or
- (ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** 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)]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

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

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

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

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

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

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	BAR CODE IDENTIFICATION REPORT	16-MAR-2004	001	
Attachment 001	STATEMENT OF WORK	16-MAR-2004	007	

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(1) (2) (3) (4) (4) (5) (6)

- "(1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none'.
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2004

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SECTION A - SUPPLEMENTAL INFORMATION

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

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

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Kathleen Hageman, 732-427-1644, kathleen.hageman@maill.monmouth.army.mil. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

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

CHANGED AS6307 52.6307 01-AUG-1996 EXECUTIVE SUMMARY

1. Description of the Item(s)/Service(s) being Procured. ANTENNA KITS AND COMPONENTS
2. Program Objectives/Needs. AS STATED IN 1. ABOVE
3. Delivery Schedule. SEE SECTION B
4. Government Testing Requirements. N/A
5. Type of Contract. IDIQ FIRM FIXED PRICE
6. Format of the Contract. UNIFORM CONTRACT FORMAT
7. Nature of the Work. AS STATED IN 1. ABOVE
8. Unusual/Specific Aspects of the Acquisition. N/A
9. Source Selection Methodology. N/A
10. Negotiated Procurements. THE REQUIREMENT IS SOLE SOURCE TO L-3 COMMUNICATIONS CORPORATION IN SALT LAKE, UT.
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.

SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF0010 52.246-02 01-AUG-1996 INSPECTION OF SUPPLIES - FIXED-PRICE

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0020 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK

ADDED FF0045 52.247-34 01-NOV-1991 F.O.B. DESTINATION

ADDED FS7023 52.7023 01-MAR-1989 SECTION F - DELIVERIES OR PERFORMANCE

SECTION G - CONTRACT ADMINISTRATION DATA

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

CHANGED GS7025 52.7025 01-DEC-1987 PLACE OF PERFORMANCE AND SHIPPING POINT

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.

CHANGED GS7050 52.7050 01-MAR-1999 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE

Project Designation: ANTENNA KITS AND COMPONENTS

Initiating Activity: COMM DIRECTORATE
(Item/Project Manager) CHRISTINE J WHALEN , 732-532-8792

Controlled Item Report Requirements: N/A

Invoice Address: SEE BLOCK 18a. OF SF 1449

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: NATHALIE C NGUYEN

Organization Code: AMSEL-AC-CB-RT-V

Telephone Area Code and No.: (732)-
DSN/Autovon No.:

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

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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.

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

(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)

ADDED GS7080 52.7080 01-NOV-1999 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HF0100 52.212-4 01-OCT-2003 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS

CHANGED HA6060 252.212-7001 01-JUN-2004 CONTR TERMS & COND REQ'D TO IMPLEMENT STAT/EXEC. ORDERS APPL TO DEFENSE ACQ OF COMM ITEMS

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

(X) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

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

- (X) 252.205-7000
Provision of Information to Cooperative Agreement Holders (DEC 1991)
(10 U.S.C. 2416).
- () 252.219-7003
Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).
- () 252.219-7004
Small, Small Disadvantaged and Women Owned Small Business
Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- () 252.225-7001
X Buy American Act and Balance of Payments Program (APR 2003)
(41 U.S.C. 10a-10d, E.O. 10582).
- (X) 252.225-7012
Preference for Certain Domestic Commodities (FEB 2003)
(10 U.S.C. 2533a).
- (X) 252.225-7014
Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- () 252.225-7015
Restriction on Acquisition of Hand or Measuring Tools (APR 2003)
(10 U.S.C.2533a).
- (X) 252.212-7016
Restrictions on Acquisition of Ball and Roller Bearings (APR 2003)
(_Alternate I)(APR 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61
and similar sections in subsequent DoD appropriations acts).
- () 252.225-7021
Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- () 252.225-7027
Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
(22 U.S.C. 2779).
- () 252.225-7028
Exclusionary Policies and Practices of Foreign Governments (APR 2003)
(22 U.S.C. 2755).
- () 252.225-7036
Buy American Act--North American Free Trade Agreement Implementation Act--
Balance of Payments Program (APR 2003) (_Alternate I)(APR 2003)
(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- () 252.225-7038
Restriction on Acquisition of Air Circuit Breakers (APR 2003)
(10 U.S.C. 2534(a)(3)).
- () 252.226-7001
Utilization of Indian Organizations, Indian-Owned Economic Enterprises,
and Native Hawaiian Small Business Concerns (OCT 2003)
(Section 8021 of Pub. L. 107-248).
- (X) 252.227-7015
Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

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- (X) 252.227-7037
Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- () 252.232-7003
Electronic Submission of Payment Requests (MAR 2003)(10 U.S.C. 2227).
- (X) 252.243-7002
Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (X) 252.247-7023
Transportation of Supplies by Sea (MAY 2002) (_Alternate I) (MAY 2000)
(_Alternate II) (MAR 2000) (10 U.S.C. 2631).
- (X) 252.247-7024
Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

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

(End of clause)

CHANGED HF7002 52.212-5 01-MAY-2004 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

___ (ii) Alternate I)(MAR 1999) of 52.219-5.

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- ___ (iii) Alternate II (JUNE 1999) of 52.219-5.
- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 - ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 - ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C. 637(d)(4)).
 - ___ (ii) Alternate I (OCT 2001) of 52.219-9.
 - ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996)(15 U.S.C. 637(a)(14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- __X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- _ X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- __X (16) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).
- ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2002)(38 U.S.C. 4212).
- __X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).
- __X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2002)(42 U.S.C. 6962(c)(3)(A)(ii)).
 - ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003)(41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (JUNE 2003)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - ___ (ii) Alternate I (MAY 2002) of 52.225-3.
 - ___ (iii) Alternate II (MAY 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JUNE 2003)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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- ___ (24) 52.225-13, Restriction on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- __X (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 1984)of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(MAY 1989) (41 U.S.C. 351, et seq.).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

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

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

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

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

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

(End of Clause)

ADDED	HS7301	52.7301	01-AUG-2000	ORDERING AUTHORITY
ADDED	HS7302	52.7302	01-SEP-2003	ORDERING OFFICER AUTHORITY

SECTION I - CONTRACT CLAUSES

ADDED	IF0014	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)
ADDED	IF0851	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0200	52.225-5	01-JAN-2004	TRADE AGREEMENTS
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0255	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0257	52.227-03	01-APR-1984	PATENT INDEMNITY
ADDED	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT

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ADDED IA0752 252.247-7023 01-MAY-2002 TRANSPORTATION OF SUPPLIES BY SEA

CHANGED IF6852 52.204-7 01-OCT-2003 CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1
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 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

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``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.

CHANGED IF6301 52.216-18 01-OCT-1995 ORDERING

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

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

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

(End of clause)

CHANGED IF6302 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than -see narrative on page 3 and page 4 of SF 1449-, 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 -see narrative on page 3 and page 4 of SF 1449-;

(2) Any order for a combination of items in excess of -see narrative on page 3 and page 4 of SF 1449-; or

(3) A series of orders from the same ordering office within 30 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 30 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)

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

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

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

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

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

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(End of clause)

CHANGED IA6600 252.211-7003 01-JAN-2004 UNIQUE ITEM IDENTIFICATION AND VALUATION

[252.211-7003 Item Identification and Valuation.

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

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

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

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

Concatenated unique item identifier means-

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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
--	------------------

(See SLIN 0050AA, Exhibit A)

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number A or Contract Data Requirements List Item Number 0050AA.

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

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

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

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

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

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

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

(4) Marking items.

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

(ii) The issuing agency code-

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

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

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

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

(1) Description.*

(2) Unique identifier,** consisting of-

(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.

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- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

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

** Once per item.

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

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

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

- (i) Concatenated DoD unique item identifier; or
- (ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** 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)]

CHANGED IF7200 52.243-07 01-APR-1984 NOTIFICATION OF CHANGES

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

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

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Contractor, the notice shall state-

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

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

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

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

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

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

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

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respectively, in (b) and (c) above.

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

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

ADDED	KF7075	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
ADDED	KF7120	52.225-6	01-MAY-2000	TRADE AGREEMENTS CERTIFICATE
ADDED	KA7030	252.217-7026	01-NOV-1995	IDENTIFICATION OF SOURCES OF SUPPLY

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED	LF0027	52.212-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS
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