

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA7	<b>Page</b> 1 of 72
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W15P7T-04-R-L214	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RTAA FORT MONMOUTH, NJ 07703-5008		<b>Code</b> W15P7T	<b>8. Address Offer To (If Other Than Item 7)</b>	

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

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

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

<b>10. For Information Call:</b>	<b>Name</b> JANE WATTERS <b>E-mail address:</b> JANE.WATTERS@MAIL1.MONMOUTH.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (732)427-1322
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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**OFFER (Must be fully completed by offeror)**

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

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

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

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

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

**AWARD (To be completed by Government)**

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-L214 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 72
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Robert T. Piermattei, 732-532-6765. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

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

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FSCM: 06845 PART NR: 4036360-0524 SECURITY CLASS: Unclassified				
0001AA	NSN: 5841-01-342-3848  NOUN: RT-1666A/APX-100(V)			\$ _____	\$ _____
	<p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0001 is established for NSN 5841-01-342-3848 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 150 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0001, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <p><u>RANGE FROM TO UNITS UNIT PRICE</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
A	42	92	EACH	\$ _____				
B	93	150	EACH	\$ _____				
<u>YEAR TWO (2)</u>								
Ranges for orders placed from 366 DAC through 730 DAC								
A	05	49	EACH	\$ _____				
B	50	99	EACH	\$ _____				
C	100	150	EACH	\$ _____				
<u>YEAR THREE (3)</u>								
Ranges for orders placed from 731 DAC through 1,096 DAC								
A	05	49	EACH	\$ _____				
B	50	99	EACH	\$ _____				
C	100	150	EACH	\$ _____				
<u>YEAR FOUR (4)</u>								
Ranges for orders placed from 1,097 through 1,462 DAC								
A	05	49	EACH	\$ _____				
B	50	99	EACH	\$ _____				
C	100	150	EACH	\$ _____				
<u>YEAR FIVE (5)</u>								
Ranges for orders placed from 1,463 through 1,825 DAC								
A	05	49	EACH	\$ _____				
B	50	99	EACH	\$ _____				
C	100	150	EACH	\$ _____				
(End of narrative C001)								
<u>Packaging and Marking</u>								
Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</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><u>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT:</u></p> <p><u>30 UNITS 330 DAYS AFTER CONTRACT</u>  <u>30 UNITS 360 DAYS AFTER CONTRACT</u>  <u>30 UNITS 390 DAYS AFTER CONTRACT</u></p> <p><u>30 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0002	<p>FSCM: 06845                      PART NR: 4036360-0522                      SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>NSN: 5841-01-342-3847</u></p> <p>NOUN: RT-1667AN/APX-100(V)</p> <p>This acquisition is a five (5) year</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																			
	<p>Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100 TRANSPONDER SET. CLIN 0002 is established for NSN 5841-01-342-3847 in accordance with (IAW) Statement of Work (SOW) AND Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated quantity of 200 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0002, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table border="0"> <thead> <tr> <th><u>RANGE</u></th> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNITS</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>108</td> <td>158</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>159</td> <td>200</td> <td>EACH</td> <td>\$ _____</td> </tr> </tbody> </table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>05</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$ _____</td> </tr> </tbody> </table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through</p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	108	158	EACH	\$ _____	B	159	200	EACH	\$ _____	A	05	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _____	D	151	200	EACH	\$ _____				
<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>																																				
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D	151	200	EACH	\$ _____																																				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	1,096 DAC				
A	05 49 EACH \$_____				
B	50 99 EACH \$_____				
C	100 150 EACH \$_____				
D	151 200 EACH \$_____				
	<u>YEAR FOUR (4)</u>				
	Ranges for orders placed from 1,097 through 1,462 DAC				
A	05 49 EACH \$_____				
B	50 99 EACH \$_____				
C	100 150 EACH \$_____				
D	151 200 EACH \$_____				
	<u>YEAR FIVE (5)</u>				
	Ranges for orders placed from 1,463 through 1,825 DAC				
A	05 49 EACH \$_____				
B	50 99 EACH \$_____				
C	100 150 EACH \$_____				
D	151 200 EACH \$_____				
	(End of narrative C001)				
	<u>Packaging and Marking</u>				
	Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.				
	(End of narrative D001)				
	Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.				
	(End of narrative D002)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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><u>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE</u>  <u>REQUIREMENT:</u></p> <p>30 UNITS 330 DAYS AFTER CONTRACT                      30 UNITS 360 DAYS AFTER CONTRACT                      30 UNITS 390 DAYS AFTER CONTRACT                      30 UNITS EVERY MONTH THEREAFTER UNTIL                      COMPLETION</p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE                      SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0003	<p>FSCM: 06845                      PART NR: 4079100-0503                      SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>NSN: 5841-01-490-0751</u></p> <p>NOUN: RT-1417A/APX-100(V)</p> <p>This acquisition is a five (5) year                      Indefinite Delivery/indefinite Quantity                      (ID/IQ) type contract, on a Firm Fixed Price                      (FFP) basis, for the AN/APX-100(V)                      Transponder Set, Assemblies, and                      Sumassemblies. CLIN 0003 is established for                      NSN 5841-01-490-0751 in accordance with                      (IAW), Statement of Work (SOW) and Attachment                      No. 1 in Section J and other requirements as                      set forth herein. This line item is for an                      estimated maximum quantity of 200 units.                      Quantities are divided into ranges to allow                      for pricing of orders placed within a                      specific range. The ranges are displayed on                      a yearly basis for each of the five (5) years                      of the contract to allow for pricing of</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																							
	<p>orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0003, PRICES <u>ARE NOT</u> TO BE INSERTED                      IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table border="0"> <thead> <tr> <th><u>RANGE</u></th> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNITS</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>117</td> <td>167</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>168</td> <td>200</td> <td>EACH</td> <td>\$ _____</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>05</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>05</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	117	167	EACH	\$ _____	B	168	200	EACH	\$ _____	A	05	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	D	151	200	EACH	\$	A	05	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$	D	151	200	EACH	\$				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>_____</p> <p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <p>A      05          49    EACH   \$ _____</p> <p>B      50          99    EACH   \$ _____</p> <p>C      100         150   EACH   \$ _____</p> <p>D      151         200   EACH   \$ _____</p> <p>_____</p> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A      05          49    EACH   \$ _____</p> <p>B      50          99    EACH   \$ _____</p> <p>C      100         150   EACH   \$ _____</p> <p>D      151         200   EACH   \$ _____</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                       FOB POINT: Destination   <u>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT:</u>   <u>20 UNITS 330 DAYS AFTER CONTRACT</u>  <u>20 UNITS 360 DAYS AFTER CONTRACT</u>  <u>20 UNITS 390 DAYS AFTER CONTRACT</u>   <u>20 EACH MONTH THEREAFTER UNTIL COMPLETION.</u>                       DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.                       (End of narrative F001)</p>				
0004	<p>FSCM: 06845                      PART NR: 4072655-0502                      SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>NSN: 5996-01-471-0761</u>                       NOUN: PANEL MOUNT A1                       This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0004 is established for NSN 5996-01-471-0761 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 300 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.                       SEE CLAUSE IN SECTION I, ENTITLED ORDERING</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																						
	<p>(FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0004, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table border="0"> <thead> <tr> <th><u>RANGE</u></th> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNITS</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>125</td> <td>175</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>176</td> <td>225</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>226</td> <td>300</td> <td>EACH</td> <td>\$ _____</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>E</td> <td>201</td> <td>250</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>F</td> <td>251</td> <td>300</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table> <p>_____</p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	125	175	EACH	\$ _____	B	176	225	EACH	\$ _____	C	226	300	EACH	\$ _____	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	D	151	200	EACH	\$	E	201	250	EACH	\$	F	251	300	EACH	\$	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$	D	151	200	EACH	\$				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <p>A      05          49    EACH   \$ _____</p> <p>B      50          99    EACH   \$ _____</p> <p>C      100         150   EACH   \$ _____</p> <p>D      151         200   EACH   \$ _____</p> <p>E      201         250   EACH   \$ _____</p> <p>F      251         300   EACH   \$ _____</p> <p>_____</p> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A      05          49    EACH   \$ _____</p> <p>B      50          99    EACH   \$ _____</p> <p>C      100         150   EACH   \$ _____</p> <p>D      151         200   EACH   \$ _____</p> <p>E      201         250   EACH   \$ _____</p> <p>F      251         300   EACH   \$ _____</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</p>				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																		
	<p>of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0005, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table border="0"> <thead> <tr> <th><u>RANGE</u></th> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNITS</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$				
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W15P7T-04-R-L214 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p><u>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT:</u></p> <p><u>40 UNITS 270 DAYS AFTER CONTRACT</u>  <u>40 UNITS 300 DAYS AFTER CONTRACT</u>  <u>40 UNITS 330 DAYS AFTER CONTRACT</u></p> <p><u>30 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0006	<p>FSCM: 06845                      PART NR: 4047434                      SECURITY CLASS: Unclassified</p>				
0006AA	<p>NSN: 5998-01-179-0560</p> <p>NOUN: A2 CCA</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0006 is established for NSN 5998-01-179-0560 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 600 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																										
	(End of narrative B001)																																																																																														
	<p>FOR THIS CLIN 0006, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table border="0"> <thead> <tr> <th><u>RANGE</u></th> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNITS</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>20</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>E</td> <td>201</td> <td>250</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>F</td> <td>251</td> <td>300</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>G</td> <td>301</td> <td>350</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>H</td> <td>351</td> <td>400</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>I</td> <td>401</td> <td>450</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>J</td> <td>451</td> <td>500</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>K</td> <td>501</td> <td>550</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>L</td> <td>551</td> <td>600</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>E</td> <td>201</td> <td>250</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	20	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	D	151	200	EACH	\$	E	201	250	EACH	\$	F	251	300	EACH	\$	G	301	350	EACH	\$	H	351	400	EACH	\$	I	401	450	EACH	\$	J	451	500	EACH	\$	K	501	550	EACH	\$	L	551	600	EACH	\$	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	D	151	200	EACH	\$	E	201	250	EACH	\$				
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CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
F	251	300	EACH	\$				
G	301	350	EACH	\$				
H	351	400	EACH	\$				
I	401	450	EACH	\$				
J	451	500	EACH	\$				
K	501	550	EACH	\$				
L	551	600	EACH	\$				
<u>YEAR THREE (3)</u>								
Ranges for orders placed from 731 DAC through 1,096 DAC								
A	10	49	EACH	\$ _____				
B	50	99	EACH	\$ _____				
C	100	150	EACH	\$				
D	151	200	EACH	\$				
E	201	250	EACH	\$				
F	251	300	EACH	\$				
G	301	350	EACH	\$				
H	351	400	EACH	\$				
I	401	450	EACH	\$				
J	451	500	EACH	\$				
K	501	550	EACH	\$				
L	551	600	EACH	\$				
<u>YEAR FOUR (4)</u>								
Ranges for orders placed from 1,097 through 1,462 DAC								
A	05	49	EACH	\$ _____				
B	50	99	EACH	\$ _____				
C	100	150	EACH	\$ _____				
D	151	200	EACH	\$				
E	201	250	EACH	\$				
F	251	300	EACH	\$				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
G	301 350 EACH \$				
H	351 400 EACH \$				
I	401 450 EACH \$				
J	451 500 EACH \$				
K	501 550 EACH \$				
L	551 600 EACH \$				
<u>YEAR FIVE (5)</u>					
Ranges for orders placed from 1,463 through 1,825 DAC					
A	05 49 EACH \$ _____				
B	50 99 EACH \$ _____				
C	100 150 EACH \$ _				
D	151 200 EACH \$				
E	201 250 EACH \$				
F	251 300 EACH \$				
G	301 350 EACH \$				
H	351 400 EACH \$				
I	401 450 EACH \$				
J	451 500 EACH \$				
K	501 550 EACH \$				
L	551 600 EACH \$				
(End of narrative C001)					
<u>Packaging and Marking</u>					
Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.					
(End of narrative D001)					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</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><u>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT:</u></p> <p><u>30 UNITS 360 DAYS AFTER CONTRACT</u>  <u>30 UNITS 390 DAYS AFTER CONTRACT</u>  <u>30 UNITS 420 DAYS AFTER CONTRACT</u></p> <p><u>30 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0007	SECURITY CLASS: Unclassified				
0007AA	<p><u>REPAIR/RETROFIT</u></p> <p>NOUN: REPAIR SERVICES</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0007 is established for repair/retrofit for any combination of the hardware listed in CLINs 0001-0006 above. The ranges are displayed on a yearly basis for</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																	
	<p>each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0007, PRICES <u>ARE NOT</u> TO BE INSERTED                      IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS.                      UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table border="0"> <thead> <tr> <th><u>RANGE</u></th> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNITS</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>E</td> <td>201</td> <td>250</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>F</td> <td>251</td> <td>300</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table> <p>_____</p> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>10</td> <td>49</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>50</td> <td>99</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>C</td> <td>100</td> <td>150</td> <td>EACH</td> <td>\$ _</td> </tr> <tr> <td>D</td> <td>151</td> <td>200</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>E</td> <td>201</td> <td>250</td> <td>EACH</td> <td>\$</td> </tr> <tr> <td>F</td> <td>251</td> <td>300</td> <td>EACH</td> <td>\$</td> </tr> </tbody> </table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	D	151	200	EACH	\$	E	201	250	EACH	\$	F	251	300	EACH	\$	A	10	49	EACH	\$ _____	B	50	99	EACH	\$ _____	C	100	150	EACH	\$ _	D	151	200	EACH	\$	E	201	250	EACH	\$	F	251	300	EACH	\$				
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C	100	150	EACH	\$ _																																																																		
D	151	200	EACH	\$																																																																		
E	201	250	EACH	\$																																																																		
F	251	300	EACH	\$																																																																		
A	10	49	EACH	\$ _____																																																																		
B	50	99	EACH	\$ _____																																																																		
C	100	150	EACH	\$ _																																																																		
D	151	200	EACH	\$																																																																		
E	201	250	EACH	\$																																																																		
F	251	300	EACH	\$																																																																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
_____					
<u>YEAR THREE (3)</u>					
Ranges for orders placed from 731 DAC through 1,096 DAC					
A	10	49	EACH	\$ _____	
B	50	99	EACH	\$ _____	
C	100	150	EACH	\$	
D	151	200	EACH	\$	
E	201	250	EACH	\$	
F	251	300	EACH	\$	
_____					
<u>YEAR FOUR (4)</u>					
Ranges for orders placed from 1,097 through 1,462 DAC					
A	05	49	EACH	\$ _____	
B	50	99	EACH	\$ _____	
C	100	150	EACH	\$ ____	
D	151	200	EACH	\$	
E	201	250	EACH	\$	
F	251	300	EACH	\$	
_____					
<u>YEAR FIVE (5)</u>					
Ranges for orders placed from 1,463 through 1,825 DAC					
A	05	49	EACH	\$ _____	
B	50	99	EACH	\$ _____	
C	100	150	EACH	\$ _	
D	151	200	EACH	\$	
E	201	250	EACH	\$	
F	251	300	EACH	\$	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C001)</p> <p>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p><u>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT:</u></p> <p><u>10 UNITS 60 DAYS AFTER CONTRACT</u>  <u>12 UNITS 90 DAYS AFTER CONTRACT</u>  <u>14 UNITS 120 DAYS AFTER CONTRACT</u>  <u>16 UNITS 150 DAYS AFTER CONTRACT</u>  <u>20 UNITS 180 DAYS AFTER CONTRACT</u></p> <p><u>20 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				



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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999
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1. The Document Summary List (DSL) (Attachment Nr 2) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

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

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

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

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

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

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 1 July 2004 and DODISS Supplement dated N/A or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated N/A. When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

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

5. The following document categories apply:

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

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

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

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

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

**Name of Offeror or Contractor:**

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

FAX: (215) 697-1462

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

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

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

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

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

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

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

a. Drawing Review and Certification.

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

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

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

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

b. Disposition of Drawings and Specifications.

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

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

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

**Name of Offeror or Contractor:**

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

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

## DEFINITION OF DAC/DAYS AFTER CONTRACT

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

(x) date of contract award.

(End of clause)

C-2            52.7905            CONTRACTOR'S RETURN OF REPAIRED ITEM(S) TO CUSTOMER (STATEMENT OF WORK)            MAY/2003

The document number shown at CLIN/SLIN level, Section B, of the contract will be used by the contractor to return repaired item(s).

Contractor shall forward a copy of shipping document which shall include the CLIN/SLIN document number to:

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

C-3            52.7910            INSURANCE            SEP/1992

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

## LISTING OF DOCUMENTS TO BE WAIVED FOR THE AN/APX-100

MIL-R-81876	
QQ-P-416	DOCUMENT CANCELLED
MIL-C-172	
MIL-E-5400	
MIL-C-6781	
MIL-P-7788	DOCUMENT CANCELLED
MIL-M-7793	
MIL-E-17555	
MIL-T-18303	
MIL-N-18307	
MIL-C-25050	DOCUMENT CANCELLED
MIL-L-27160	
MIL-C-38999	
MIL-L-85762	
MIL-STD-701	DOCUMENT CANCELLED
MIL-STD-2074	DOCUMENT CANCELLED
MIL-STD-2076	DOCUMENT CANCELLED
MIL-STD-2077	DOCUMENT CANCELLED
MIL-B-5087	DOCUMENT CANCELLED
MIL-W-5088	
MIL-T-5422	DOCUMENT CANCELLED
MIL-S-19500	DOCUMENT CANCELLED
MIL-T-23103	DOCUMENT CANCELLED

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MIL-H-46855 DOCUMENT CANCELLED  
MIL-P-55110  
MIL-STD-210 DOCUMENT CANCELLED  
MIL-STD-275 DOCUMENT CANCELLED  
MIL-STD-454 DOCUMENT CANCELLED  
MIL-STD-470 DOCUMENT CANCELLED  
MIL-STD-471 DOCUMENT CANCELLED  
MIL-STD-781 DOCUMENT CANCELLED  
MIL-STD-965 DOCUMENT CANCELLED  
MIL-STD-2084 DOCUMENT CANCELLED  
MS-9140-3 DOCUMENT CANCELLED  
MS-14108-3 DOCUMENT CANCELLED  
MS-17321 DOCUMENT CANCELLED  
MIL-STD-462 DOCUMENT CANCELLED  
  
WS-6536  
MIL-STD-785 DOCUMENT CANCELLED  
MIL-STD-883

\*\*\* END OF NARRATIVE C 001 \*\*\*

The technical requirements of this contract reference Ozone Depleting Chemicals (ODCs) as defined by the Clean Air Act of 1990. These requirements shall be modified as directed below:

MIL-C-6781  
MIL-E-17555  
MIL-E-5400  
MIL-R-81876  
MIL-S-19500  
MIL-STD-454  
MIL-W-5088

These document(s) above are cited in this solicitation as Category 1 document(s) which contain(s) sub-tier references to documents which require the use of Ozone Depleting Chemicals (ODCs). As Category 1 document(s), the requirements of sub-tier referenced documents are for guidance or reference only and are not contractually binding. The contractor is authorized use of an appropriate alternative material in place of the ODCs cited in the sub-tier referenced documents when complying with the Category 1 document's requirements. The use of ODCs is not required and the use of alternatives is preferable.

The above modifications take the first order of precedence in this contract.

\*\*\* END OF NARRATIVE C 002 \*\*\*

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.7029 PRESERVATION, PACKING AND MARKING INSTRUCTIONS	APR/1999
Preservation, Packing and Marking Instructions are specified on AMSEL-AC Form 5431-1, attached in Section J.		
D-2	52.7033 PRESERVATIONS, PACKING AND MARKING INSTRUCTIONS	APR/1999
Preservation, Packing, and Marking Instructions are specified on AMSEL-AC Form 5431-2, attached in Section J.		
D-3	52.7037 PACKAGING WAIVERS OR DEVIATIONS	APR/1999
(a) Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:		
(1) Sufficient documentation to permit a prudent evaluation/decision.		
(2) A statement of the positive and negative impact(s) of approval/disapproval.		
(3) Expected consideration/benefits for the Government.		
(4) Required follow-on activity.		
(5) Frequency of recurrence.		
(b) Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):		
The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract _____. These materials have been approved and accepted for use by HQ CECOM.		
(c) NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM.		
(End of clause)		
D-4	52.7041 CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING	APR/1999
(a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.		
(b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'		
(c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).		
(d) Acceptability of alternate commercial packaging is contingent upon:		
(1) Meeting the requirements of paragraphs a, b and c, above;		
(2) No increase in size and/or weight;		
(3) No delay in delivery;		
(4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and		

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(5) No increase in packaging charges.

(e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract\_\_\_\_\_. These materials have been approved and accepted for use by HQ CECOM.

(End of clause)

D-5            52.7043            STANDARD PRACTICE FOR COMMERCIAL PACKAGING            APR/1999

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

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

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

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

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

D-6            52.7047            BAR CODE MARKING            OCT/2001

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

D-7            52.7048            INSECT INFESTION PREVENTION            SEP/2002

For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

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

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

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

(End of Clause)

Preservation, Packaging and Shipping shall be IAW SOW paragraph 3.8.18.

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-04	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

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

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

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

(d) The certificate shall read as follows:

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

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(End of Clause)

All Certificates of Conformance shall be distributed as follows:

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

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

(iii) Mail one copy to:

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

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

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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$-1- per calendar day of delay the sum. (Contracting Officer insert amount)

(b) If the Government terminates this contract in whole or in part under the Default - Fixed-Price Supply and Service clause the Contractor is liable for liquidated damages accruing until the Government reasonably obtain delivery or performance of similar supplies or services. The liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default - Fixed-Price Supply and Service clause in this contract.

F-6	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

N/A Percent increase

N/A Percent decrease

This increase or decrease shall apply to ALL LINE ITEMS.

F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
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(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

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

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2 52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-  
(City, County, State)

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

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

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

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

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

-6-  
(Street Address, City, State)

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

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

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

G-3 52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: -1-

Initiating Activity: -2-  
(Item/Project Manager)

Controlled Item Report Requirements: -3-

Invoice Address: -4-

## INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

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**Name of Offeror or Contractor:**Name: -5-Organization Code: -6-Telephone Area Code and No.: (732)-7-DSN/Autovon No.: -8-

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

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

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

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

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

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

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

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

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

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

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

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

(End of clause)

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

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

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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:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

(b) The format for all communication shall be compatible with the following: Microsoft Outlook

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

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

Routine Letters  
 Requests for Proposals under the contract  
 Price Issues (except contractor pricing data)  
 Contract Data Requirements List Submittals  
 Contract Data Requirements List Comments  
 Approvals/Disapprovals by the Government  
 Technical Evaluations of Contract Items  
 Clarifications  
 Configuration Control  
 Drawings (not to exceed 1/2 megabyte)  
 Revised Shipping Instructions  
 Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: robert.piermattei@us.army.mil  
 The Contract Specialist's e-mail address is: jane.e.watters@us.army.mil  
 The Technical Point of Contact's e-mail address is: kate.harper@us.army.mil

(End of clause)

H-3 52.6135 SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (MATERIAL) JUN/2003  
 1. The government shall furnish the following property to the contractor for use in performance of this contract.

NATIONAL

UNIT

GROSS

APPLIES

**Name of Offeror or Contractor:**

STOCK NUMBER	DESCRIPTION	ALLOWANCE	ALLOWANCE	TO SLIN
1680-01-342-6489 Production of AN/APX-100	Modification Kit	TBD		TBD
1680-01-342-6488	Modification Kit	TBD	TBD	Production of AN/APX-100

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

The GFP will be delivered to the contractor as follows:

- a. Preproduction Models. GFP required for preproduction models will be delivered such that they are received by the contractor - 21- calendar days after the effective date of contract.
- b. Production Items. GFP required for production of contract deliverables will be delivered such that it is received by the contractor -22- calendar days prior to the scheduled delivery of items established in Section B of this contract.
- c. The government retains the option to ship the property in larger quantities or at earlier times when such action is in the interest of the government.
- d. If the GFP is not received in accordance with the above schedule, the contractor shall notify the Procuring Contracting Officer (PCO) within seven days after the date for receipt established by the above schedule.

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

a. Complete the appropriate form:

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

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

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

b. Obtain certification from the designated Government Quality Assurance Representative.

c. Forward the completed, certified form within seven calendar days, as follows:

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

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

**Name of Offeror or Contractor:**

4. Repackaging and Repacking of GFP. The contractor is responsible for any repackaging and repacking of GFP required to comply with applicable specifications. When GFP is received completely packed for reshipment in the same container, it will not be opened by the contractor for inspection. The contractor shall advise the cognizant Government Quality Assurance Representative of any questions concerning the quantity, quality or condition of such property.

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

6. Disposition of GFP. As soon as the GFP is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall return to the government all GFP not utilized in performance of this contract or otherwise disposed of by the PCO's direction.

a. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

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

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

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

H-4            52.6325            CANCELLATION CEILING            OCT/1997  
All program years except the first are subject to cancellation per FAR 17.106-1(c) & (d). Specifically, the 'Cancellation Under Multiyear Contracts' clause (FAR 52.217-2), in Section I, allows the Government to cancel by a specific date or within a specified period, all remaining program years. The cancellation ceiling (on a percentage or dollar basis) and dates applicable to each program year subject to cancellation are set forth below:

Cancellation CeilingDate/Period

-1-

-2-

(b) The payment obligation of the Government is limited to \$ -3- for the first program year requirements. Such amount which is available for the contract performance of the first program year requirements, shall be modified for succeeding program years upon availability of funds, for such years. Upon availability of such additional funds for succeeding program year requirements, the Contracting Officer shall notify the contractor in writing not later than -4- days prior to the cancellation date, unless a later date is agreed to by the parties.

(End of clause)

H-5            252.232-7007            LIMITATION OF GOVERNMENT'S OBLIGATION            AUG/1993

(a) Contract line item(s) -1- through -2- are incrementally funded. For these item(s), the sum of \$ -3- of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work for those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of

**Name of Offeror or Contractor:**

applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. The clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of Contract	\$
(month)(day), 199x	\$
(month)(day), 199y	\$
(month)(day), 199z	\$

H-6            225.802-70-            CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA  
LOCAL

DEC/2003

HS7500 Contractor Deployment To South West Asia (Dec 2003)

a. Employees going on field visits, TDYs, and deployments to Southwest Asia (Kuwait, Iraq, Afghanistan, Djibouti, Jordan, Qatar, etc.) must coordinate with the AMC Logistics Support Element (LSE) in Southwest Asia (SWA). The AMC LSE SWA is the entry point for all AMC visitors to that part of the world. These ensure that AMC military, civilians and contractors are routed through the appropriate subordinate LSE or LAO. In briefs and out briefs are mandatory. The AMC LSEs and LAOs need to know who comes into the theater for accountability purposes and administrative oversight and force protection. The Area Commander is required to know the location of all AMC contractors in their Area of Operation at all times.

b. Notifying the AMC LSE SWA of the contractor's impending visit is not a problem, if a call forward has been requested, because the LSE SWA receives a copy of every call forward from the AMC Emergency Operations Center. Some employees may not receive a call forward, usually because they are going for less than 30 days. In those cases, the contractor needs to notify the CECOM DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762 of the visit and they will coordinate with LSE SWA.

c. All contractors are responsible for coordinating with the AMC LSE SWA when they enter the area and/or when they leave. The call forward specifically instructs the employee to contact the AMC-LSE SWA Personnel Section (G1) at DSN 318-825-4220 or commercial 732-427-5062 x 6623 for military and civilians and 732-427-5062 x 6611 for contractors, to let them know where they are in the AOR and that requirement needs to be followed.

d. In addition, every travel order for SWA shall have the following statement in the remarks section:

"All AMC military (AC/RC), Department of the Army Civilians, and contractors will contact the appropriate AMC office and coordinate with the AMC office the purpose of their visits."

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**Name of Offeror or Contractor:**

commercial 732-532-1762.

H-7

52.7021

SECTION H - SPECIAL CONTRACT REQUIREMENTS

APR/1991

1. TERMS OF AGREEMENT: This agreement shall remain in full force and effect for a period not to exceed 3 years from effective date shown on cover page thereof. The Government reserves the right to extend the period of performance under this BOA.

2. AUTHORITY TO ISSUE ORDERS: All Contracting Officers within the Department of Defense are authorized to issue orders under this Basic Ordering Agreement.

3. ORDER ACCEPTANCE/REJECTION: The contractor agrees to accept or reject each order within five working days after it has been received. Rejection of an order shall be by telephonic notice from the contractor to the Contracting Officer, followed by written confirmation. If the Contracting Officer does not receive notice of rejection of an order within ten days after the order has been received by the contractor, the order shall be deemed to have been accepted.

4. ORAL ORDERS: The Contracting Officer may (upon certification of funds) issue oral orders to the Contractor for the furnishing of services hereunder. Oral orders will subsequently be confirmed in writing by Delivery Order and funds sufficient to cover the oral orders will be provided through the issuance of the Delivery Order.

5. ORDERS:

Unless otherwise stated, the contractor agrees that all proposals submitted and/orders issued under this agreement shall be deemed to contain the certifications and representations set forth herein. The contractor further agrees to submit with its priced proposal for an order:

a. When required by the Contracting Officer, cost and pricing data on Standard Form 1411 or an acceptable substitute.

b. When the proposal exceeds \$550,000, a properly executed Certificate of Current Cost or Pricing Data in the format specified in FAR 15.406-2 and AL 91-4, Item XXI.

Orders will be issued by the government in the form and manner set forth in this agreement. It is agreed between the parties that there is no obligation upon the government under the terms thereof to issue any such order and that the government shall not incur any liability to the contractor if no such order is issued.

6. The government contemplates issuance of:

a. Orders containing a mutually established or ceiling limitation, or estimated cost and fee when appropriate in cost reimbursement type contracts;

b. When required to meet urgent requirements, unpriced orders, price to be negotiated;

c. Supplemental agreements definitizing orders after negotiation and agreement by the parties on consideration, delivery schedules and all other terms; and

d. Any other modification to individual orders as may be required during the life of this agreement.

7. Orders issued hereunder will include, as applicable, but will not be limited to the following:

a. Basic Ordering Agreement reference.

b. Negotiation authority.

c. Order Number.

d. Order priority rating.

e. Discount terms.

f. Government point of contact.

g. A general description of the work to be performed, including the equipment and/or components in strict accordance with the Statement of Work contained herein.

h. Man-hour rates, per diem rates and travel rates (Time and Material Contracts) (if appropriate).

**Name of Offeror or Contractor:**

- i. Criteria for acceptance.
- j. F.O.B. point and applicable F.O.B. clause(s).
- k. The point of final inspection and acceptance of services or supplies ordered.
- l. Applicable inspection clause(s).
- m. Required delivery schedule or period of performance and the effective date from when billing shall begin.
- n. Packing and marking requirements.
- o. Data, drawings, specifications, or other source material including the end item equipment or applicable component, if any, to be furnished by the government and dates which contractor may expect to receive the data or equipment.
- p. Government authorization for the use of government-owned facilities, if applicable.
- q. Security handling requirements (DD Form 254), if applicable.
- r. Citation of funds, office of payment, and other instructions or information pertinent to the specific order hereunder.
- s. 'As Required' clauses from Section I applicable to the order by FAR/DFARS Reference No., Title and Date.

**8. ORDERING PROCEDURE:**

a. The government will issue orders under this BOA by utilizing the forms as designated below:

<u>ORDERS AT AN ESTIMATED COST AND/OR CEILING PRICE</u>	<u>ORDERS AT FIXED TERMS</u>
<p><u>STEP I</u> DD 1155 citing maximum price or ceiling limitation.</p> <p><u>STEP II</u> SF 30 definitizing the DD 1155 or SF 26 after negotiation of consideration, delivery and all terms and conditions.</p>	<p>DD 1155</p> <p>N/A</p>

- b. All orders issued by the government hereunder shall incorporate by reference the terms of the Basic Ordering Agreement.
- c. A Delivery Order shall be 'issued' for purposes of this contract at the time the government deposits the order in the mail.
- d. The government contemplates issuance of the following types of orders:

(1) Priced Order

Upon request of the Contracting Officer, the contractor shall furnish a proposal for the required supplies and/or services, enter into negotiation as soon thereafter as practicable and establish price, firm delivery schedules and any other terms applicable to the requirement. When price, delivery schedules and all other terms pertinent to the requirement have been agreed upon, a priced order, via DD Form 1155, will be issued unilaterally by the government.

(2) Unpriced Order

(i) Upon acceptance of an unpriced order (DD FORM 1155), the contractor shall immediately commence performance of the work specified therein, to the end that the supplies or services specified may be delivered or completed at the earliest date practicable. The contractor is required to convey a rejection of an order by telephonic notice to the Contracting Officer within five working days after the date of the receipt of the order. Acceptance of an order must be acknowledged immediately using the format set forth below.

## Name of Offeror or Contractor:

ceiling limitations):

The contractor hereby acknowledges receipt of this order.

\_\_\_\_\_  
(Name of Contractor)\_\_\_\_\_  
(Date)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Title)

(ii) The unpriced order (if accepted) issued pursuant to this agreement will authorize the contractor to proceed with performance and will set forth the desired or required delivery schedules, a ceiling limitation or estimated cost and fee consideration on the part of the government and any other special terms and conditions. Procedurally, an unpriced order will be executed by the government and, thereafter, the contractor will make acceptance via acknowledgement of receipt, whereupon a binding contract will be in force. The effective date of the contract may, by agreement, be other than the date executed.

(iii) The contractor shall submit to the government within 30 days from the date of acceptance of an unpriced order a signed proposal containing firm delivery dates (where delivery is negotiable) and any cost or pricing data required by the provisions of this agreement or as requested by the Contracting Officer in accordance with the guidelines established by FAR 15.804-02. After receipt of the proposal, negotiations will be entered into and a modification definitizing the unpriced Delivery Order will be executed by the government and the contractor within 180 days or before 50% of the work is completed, whichever occurs first. The contractor may submit a written request for an extension of time for submission of his proposal; if the circumstances detailed so warrant, the Contracting Officer may grant the request. In the event of failure by the contractor to timely submit a proposal (or present mitigation), the Contracting Officer may, in his absolute discretion, withhold progress payments or disallow provisional billing or both, until the situation is corrected. The contractor shall not make delivery of any supplies and/or services prior to the execution of a definitizing bilateral order modification unless the contractor has the express written approval of the Contracting Officer. Failure of the parties to agree on any term or provision applicable to any unpriced order or order modification shall constitute a dispute concerning a question of fact within the meaning of the clause entitled 'Disputes' of the contract clauses of this agreement and be subject to the procedures of said clause. Pending settlement of such dispute, the Contracting Officer shall establish prices that are considered fair and reasonable and shall set them forth in a priced modification to the order indicating thereon that such prices are based on the final decision of the Contracting Officer, which decision is subject to appeal in accordance with the disputes clause.

(iv) The contractor agrees, promptly upon receipt of an order hereunder, to furnish directly to the issuing Contracting Officer:

- (A) reasons, if any, why the delivery schedule in such order cannot be met;
- (B) identification of any item in the order which is obsolete;
- (C) recommendation of appropriate superseding or substitute interchangeable items;
- (D) report of any discrepancies or inaccuracies in the order.

No action will be taken by the contractor to initiate production of obsolete items. Upon receipt of any of the above information, the government may issue an appropriate modification of the order.

(v) The monetary limitation indicated on the order shall consist of the sum of all individual line item estimated prices. The contractor shall not exceed this monetary limitation without the prior written approval of the Contracting Officer. Each individual line item will contain an estimated price, which is included for government use only and is not binding upon the contractor.

(vi) In addition to a monetary limitation, unpriced orders to be definitized on a firm fixed price basis may contain a ceiling price subject to DOWNWARD NEGOTIATION ONLY. Upon acceptance of an unpriced order citing a ceiling price, the contractor will negotiate a firm fixed price. If the order contains a specific Economic Price Adjustment clause, the ceiling price will limit the original order price and not the escalation for cost increases occurring subsequent to definitization of the unpriced order.

(vii) The parties may, when deemed necessary by the Contracting Officer to support program

**Name of Offeror or Contractor:**

objectives, negotiate a firm delivery schedule prior to issuance of an unpriced order. The order will reflect that the delivery schedule is firm and that the parties have agreed thereto. The contractor's acceptance of the order shall constitute acknowledgement of such agreement.

e. Order modifications will be issued on Standard Form 30 where it is necessary to:

(1) Definitize orders after negotiation;

(2) Confirm consideration or agreements by the parties;

(3) Modify orders to correct procedural or typographical errors, or effect changes of an administrative nature;

(4) Make any written alteration of the specifications, delivery point, rate of delivery, contract period, price, quantity or other provisions of an existing order.

9. IF THE CONTRACTOR INCURS COSTS IN EXCESS OF THE AMOUNT OBLIGATED IN ANY ORDER, IT WILL BE AT HIS OWN RISK.

H-8            52.7105            GOVERNMENT PROPERTY FURNISHED FOR REPAIR, MODIFICATION AND/OR OVERHAUL            MAR/1992

The failure of the Government to furnish items for repair, modification, and/or overhaul in the amounts or quantities described in the Schedule as 'estimated' or 'maximum' will not entitle the contractor to any equitable adjustment in price under the Government Property clause of the contract.

H-9            52.7301            ORDERING AUTHORITY            AUG/2000

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

H-10           52.7302            ORDERING OFFICER AUTHORITY            SEP/2003

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

H-11           52.7520            RELEASE OF INFORMATION MATERIAL TO THE PUBLIC BY PUBLICATION OR OTHER MEANS OF DISSEMINATION AND MARKING OF TECHNICAL REPORTS POTENTIALLY DISCLOSING INVENTIONS            SEP/1997

Scientific and technical information received in performance of, or generated by industry in performance of, an Army Contract will not be released to the public if it discloses classified or unclassified military applications, if the disclosure will be adverse to the national interest or will contain subject matter requiring review by the Department of Defense prior to release. In addition, release of information material which would generate national public interest is to be announced at the seat of Government and not by private industry. To preclude unauthorized release, information material which the contractor intends to publish or release to the public by other means will be forwarded to the Contracting Officer for approval prior to release. The following listing indicates the number of copies to be submitted for review and the time frame required by the Government to provide approval for release. The request for release shall indicate the date by which approval is required:

<u>Material to be Reviewed/Approved</u>	<u>Number of Copies</u>	<u>Days Required By Government to Approve</u>
Written materials and still photographs (properly captioned).	1	20
Scientific and Technical Papers and Presentations (each copy will include appropriate copies of all viewgraphs, photographs, charts, graphs and similar material properly captioned).	3	30

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Technical information which might pertain to potential 'subject inventions', the 'Patent Rights' requirement in Section H.	3	30
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Fact Sheets, Pamphlets and Brochures (each copy will include full text, layout and all illustrative material).	3	30
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Contractor Advertisements (each copy will include text and layout, including artwork and photographs as proposed for final publication).	1	20
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Exhibits-Design/Layout with test of copy to appear on display material and all artwork and photographs proposed for exhibition.	3	30
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Motion Picture Productions will have a series of reviews conducted as follows:

(1) Preliminary written story/concept	3	30
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(2) Final shooting script, including scene description/narration	3	25
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(3) Rough cut film minus sound track before final editing; copy of final draft narration or final print with final narration.		
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TV NEWS FILM

One B-wind master for eventual release and file and two prints for review and return to originator.		30
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(Material will be reviewed and normally approved at CECOM. Some documentation/material involving presentation outside the U.S.A. or material involving tri-service coordination will require US Army Materiel Command, Department of Army or Department of Defense approval. Fifteen (15) days additional time will be needed for approval of speeches and 40 days additional time will be needed for approval of manuscripts and other material, if approval is required above CECOM level.)

Notification of approval to release may be received in writing or verbally. If received verbally, it will be confirmed in writing by the Contracting Officer. The contractor shall provide the name and telephone number of the person to be notified verbally.

MARKING OF TECHNICAL REPORTS POTENTIALLY DISCLOSING INVENTIONS

Any report of either an interim nature or any final report not intended for public distribution which contains potentially patentable subject matter, shall have the following legend prominently displayed on its cover:

Notwithstanding any other legends marked hereon, this document contains information which may disclose a patentable invention in which the Government has a right, title or interest. Further distribution of this document to any non-governmental agency is prohibited without the written approval of US Army CECOM, Fort Monmouth, NJ (see 35 USC 205).

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

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.202-1	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
I-7	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-10	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-11	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-16	52.213-01	FAST PAYMENT PROCEDURE	FEB/1998
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATION (AUG 1996) AND ALTERNATE I (JAN 1997)	JUN/1999
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-9	CHANGES OR ADDITIONS TO THE MAKE OR BUY PROGRAM (OCT 1997) AND ALTERNATE I (OCT 1997)	OCT/1997
I-21	52.215-9	CHANGES OR ADDITIONS TO THE MAKE OR BUY PROGRAM (OCT 1997) AND ALTERNATE II (OCT 1997)	OCT/1997
I-22	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-23	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-24	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-25	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997)	OCT/1997
I-26	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-27	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-28	52.216-11	COST CONTRACT - NO FEE (APR 1984) AND ALTERNATE I (APR 1984)	APR/1984
I-29	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT/1997
I-30	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-31	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-32	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALT. II (OCT 01)	JAN/2002
I-33	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-34	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-35	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-36	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
I-38	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.225-5	TRADE AGREEMENTS	JUN/2004
I-41	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENTS--CONSTRUCTION MATERIALS ALTERNATE I (MAY 2002)	MAY/2002
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-43	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-45	52.227-09	REFUND OF ROYALTIES	APR/1984
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-47	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-48	52.229-05	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -	APR/1984
I-49	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-50	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-51	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-52	52.232-01	PAYMENTS	APR/1984
I-53	52.232-02	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-54	52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	DEC/2002

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I-55	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-56	52.232-11	EXTRAS	APR/1984
I-57	52.232-17	INTEREST	JUN/1996
I-58	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-59	52.232-25	PROMPT PAYMENT	OCT/2003
I-60	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-61	52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	MAY/1999
I-62	52.233-1	DISPUTES	JUL/2002
I-63	52.233-1	DISPUTES (JUL 2002) AND ALTERNATE I (DEC 1991)	JUL/2002
I-64	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-65	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-66	52.242-13	BANKRUPTCY	JUL/1995
I-67	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-68	52.243-01	CHANGES - FIXED PRICE (AUG 1987) AND ALTERNATE II (APR 1984)	AUG/1987
I-69	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-70	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-71	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-72	52.248-1	VALUE ENGINEERING	FEB/2000
I-73	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-74	52.249-06	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-75	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-76	52.250-01	INDEMNIFICATION UNDER PUBLIC LAW 85-804	APR/1984
I-77		*** THIS REFERENCE (IA0197) IS NO LONGER VALID ***	
I-78	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-79	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-80	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-81	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-82	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-84	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-85	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-86	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-87	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-88	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-89	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-90	252.225-7009	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY-- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-91	252.225-7010	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRY-- ADDITIONAL PROVISIONS	AUG/2000
I-92	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-93	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-94	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-95	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-96	252.235-7000	INDEMNIFICATION UNDER 10 U.S.C. 2354--FIXED PRICE	DEC/1991
I-97	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
I-98	252.241-7001	GOVERNMENT ACCESS	DEC/1991
I-99	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-100	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-101	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-102	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-103	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-104	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) & ALT I (MAR 2000)	MAY/2002
I-105	52.204-1	APPROVAL OF CONTRACT	DEC/1989

This contract is subject to the written approval of the Head of Contracting Activity (HCA) and shall not be binding until so approved.

I-106	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	OCT/2003
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**Name of Offeror or Contractor:**

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. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

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I-107            52.209-3            FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) AND ALTERNATE I            SEP/1989  
(JAN 1997)

(a) The Contractor shall test -1- unit(s) of Lot/Item -2- as specified in this contract. At least -3- calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within -4- calendar days from the date of this contract to -5- marked 'FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_.' Within -6- calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

(End of clause)

I-108            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 award for 5 years.

(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)

I-109            52.216-21            REQUIREMENTS            OCT/1995

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

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contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as 'estimated' or 'maximum' in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

"(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 the fifth program year unless sooner terminated.

(End of clause)

I-110            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 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 -1-.

(End of clause)

I-111            52.246-18            WARRANTY OF SUPPLIES OF A COMPLEX NATURE            MAR/2001

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

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

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

(b) Contractor's obligations. (1) The Contractor warrants that for SLINs 0001AA - 0007AA all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the

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modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

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

(c) Remedies available to the Government. (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 30 days. The Contractor shall submit to the Contracting Officer a written recommendation within 15 days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 45 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 45 days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for N/A thereafter.

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

I-112 252.211-7003 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

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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.

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.

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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

All hardware SLINs (as applicable)

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number N/A or Contract Data Requirements List Item Number DI-MGMT-80177A, SOW Paragraph 3.7.4.

(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.

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(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.
- (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.

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(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)]

I-113 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

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

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

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

(End of clause)

I-114 52.227-03 PATENT INDEMNITY (ALTERNATE II)

APR/1984

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

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

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

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I-115 52.243-07 NOTIFICATION OF CHANGES

APR/1984

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the

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Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

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

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

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

I-116            52.252-02            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Clause)

I-117            252.232-7003            ELECTRONIC SUBMISSION OF PAYMENT REQUESTS            JAN/2004

(a) Definitions. As used in this clause-

- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
  - (i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
  - (ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.

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

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

(End of clause)

**COMMERCIAL WARRANTY INFORMATION**

There shall be a six (6) month warranty for all repaired items.

There shall be a one (1) year warranty for NEW production items with the following exception:

Three (3) year warranty for the RT-1471A/APX-100

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	SCIENTIFIC & TECHNICAL REPORTS - CONFIGURATION CONTROL	18-JUN-2004	002	EMAIL
Exhibit B	CERTIFICATION/DATA REPORT - CERTIFICATE OF CONFORMANCE	18-JUN-2004	002	EMAIL
Exhibit C	GOVERNMENT FURNISH EQUIPMENT - REPAIR STATUS REPORT	18-JUN-2004	002	EMAIL
Exhibit D	BAR CODE IDENTIFICATION - UID FOR EMBEDDED COMPONENTS	18-JUN-2004	002	EMAIL
Attachment 001	STATEMENT OF WORK	16-JUN-2004	022	EMAIL
Attachment 002	DOCUMENT SUMMARY LIST	18-JUN-2004	002	EMAIL
Attachment 003	LISTING OF DOCUMENTS TO BE WAIVED FOR THE AN/APX-100	16-JUN-2004	001	EMAIL
Attachment 004	LISTING OF APPLICABLE CDRLS	18-JUN-2004	001	EMAIL
Attachment 005	SPECIAL PACKAGING INSTRUCTION (CIRCUIT CARDS & PRINTED BOARD ASSEMBLIES)	18-JUN-2004	004	EMAIL
Attachment 006	DS7033 PRESERVATION, PACKING AND MARKING INSTRUCTIONS	18-JUN-2004	001	

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.225-7017	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_335999.

(2) The small business size standard is 500.

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

(b) Representations.

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

## (d) Notice.

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

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

**Name of Offeror or Contractor:**

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-5            52.203-2            CERTIFICATE OF INDEPENDENT PRICE DETERMINATION            APR/1985

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

K-6            52.204-3            TAXPAYER IDENTIFICATION            OCT/1998

(a) Definitions.

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

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

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

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otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

( ) TIN:\_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

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

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

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

( ) Other. State basis.\_\_\_\_\_

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt):

( ) Corporate entity (tax-exempt):

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

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other \_\_\_\_\_.

(f) Common Parent.

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

( ) Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of Provision)

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

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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**OFFEROR RECOMMENDATIONS**

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

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

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

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

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

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

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

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

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

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

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

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

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(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

K-9                    52.215-6                    PLACE OF PERFORMANCE                    OCT/1997

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

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

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

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

(End of provision)

K-10                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that-

(a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, -filed all required compliance reports; and

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

K-11                    52.223-13                    CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING                    AUG/2003

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of provision)

K-12 52.227-06 ROYALTY INFORMATION

APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

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

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

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

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

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

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

(c) Check the appropriate box below:

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

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

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

Date of Disclosure Statement: \_\_\_\_\_

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

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

( ) (2) Certificate of Previously Submitted Disclosure Statement

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

Date of Disclosure Statement: \_\_\_\_\_

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

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

( ) (3) Certificate of Monetary Exemption

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

( ) (4) Certificate of Interim Exemption

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

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





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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-2	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-5	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a firm fixed price contract resulting from this solicitation.  
(End of Provision)

L-6            52.233-2            SERVICE OF PROTEST            AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Commander, USACECOM  
ATTN: AMSEL-AC-CC-RT-K (PIE)  
Bldg 1208-W, Ground Floor  
Fort Monmouth, NJ 07703

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

(End of provision)

L-7            52.252-01            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

L-8	52.XXXX	AMC-LEVEL PROTEST PROGRAM	FEB/2004
LM7251		AMC-LEVEL PROTEST PROGRAM	FEB 2004
52.7251			

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

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Road

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Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775

Voice Number: (703) 806-8700

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

The CC website address is:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

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

(End of Clause)

L-9            52.7395            COST OF MONEY FOR FACILITIES CAPITAL            SEP/1997  
 Defense contractors will calculate the cost of money for facilities capital employed in accordance with FAR Part 31. This is an overhead cost that is separately identified for pricing purposes. The contractor will include information regarding existing facilities and new facility investments for evaluation (see FAR 31.205-10(a)(1)). In addition, contractors shall prepare and submit to the Administrative Contracting Officer, Form CASB-CMF (Facilities Capital Cost of Money Factors Computation).

L-10            52.7455            MAKE OR BUY PROGRAM            APR/1991  
 1. The offeror shall submit with his proposal, a written detailed 'make or buy' program covering this proposed procurement containing the offeror's plan for the production of the end item(s) showing:

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

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

- a. The effect of the offeror's plan to make or buy, as the case may be, on technical, manufacturing, or financial risk involved, price, quality, delivery, performance, and contemplated type of subcontract;
- b. Whether the offeror plans to broaden his base of subcontractors through competitive means;
- c. Whether the offerors has given consideration to competence, abilities, experience, and capacities available within other firms;
- d. Whether small business concerns are given an equitable opportunity to compete for subcontracts;
- e. Whether the offeror or major subcontractors propose to do work in plant, the nature of which differs significantly from their normal in-plant operations or for which they are not historically suited;
- f. Whether production of the item(s) or production of the work will create a requirement, either directly or indirectly, for additional facilities to be furnished by the Government, by the offeror, or by subcontractors;
- g. Whether the offeror proposes to ask the Government to furnish additional facilities to do the work in-plant for which there is capacity elsewhere which is competitive in quality, delivery, and overall cost, and is acceptable as a source to the offeror;
- h. Other factors, such as the nature of the item(s), experience with similar items, future requirements, engineering, tooling, starting load costs, market conditions, and the availability of personnel and materials; and
- i. The scope of (as a minimum, the type and level of technical effort intended for inclusion in) the proposed subcontract.