

<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 56
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W15P7T-04-B-J676	<b>4. Type of Solicitation</b> Sealed Bid (IFB)	<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-RT-E 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 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 01:30pm (hour) local time 2004AUG23 (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> LINDA SCHMIDT <b>E-mail address:</b> LINDA.SCHMIDT@MAIL1.MONMOUTH.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (732)427-1323
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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)

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

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

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PIIN/SIIN W15P7T-04-B-J676

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.6106 NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
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(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

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

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

A-2	52.6307 EXECUTIVE SUMMARY	AUG/1996
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1. Description of the Item(s)/Service(s) being Procured. AN/PVS-4 and AN/TVS-5
2. Program Objectives/Needs. Spare Parts
3. Delivery Schedule. See the Schedule in Section B and Section F for delivery with and without First Article Requirements.
4. Government Testing Requirements. First Article Testing and other testing as described in the solicitation and Statement of Work, Attachment 001 in Section J. Any request for Waiver of First Article shall be in accordance with Section K 52.7169.  
NOTE: Line Items 0002AA, 0004AA, and 0006AA must be priced.
5. Type of Contract. Firm Fixed Price
6. Format of the Contract. Indefinite Delivery/Indefinite Quantity (IDIQ)
7. Nature of the Work. Production
8. Unusual/Specific Aspects of the Acquisition. 100% Small Business Set-Aside
9. Source Selection Methodology. Not Applicable
10. Negotiated Procurements. Not Applicable

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

ISSUANCE OF DRAWINGS:

UPON REQUEST, A COMPACT DISK (CD) CONTAINING THE DRAWINGS CITED IN THE SOLICITATION AND STATEMENT OF WORK (SOW) (ATTACHMENT NUMBER 001 IN SECTION J) WILL BE PROVIDED BY MAIL, UNDER SEPARATE COVER. THE CD IS BEING PROVIDED TO ALL INTERESTED SOURCES WHO SUBMITTED A WRITTEN REQUEST TO THE CONTRACTING OFFICER AS INSTRUCTED IN THE COMMERCE BUSINESS DAILY (CBD) NOTICE OF 28 MAY 2004.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTRACT TYPE:

This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Delivery Orders will be issued on a firm fixed price basis for hardware and data items. See Section I clauses entitled, "Ordering" FAR 52.216-18; "Order Limitations" FAR 52.216-19; and Indefinite Quantity" FAR 52.216-22.

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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MOD/AMD

**Name of Offeror or Contractor:**MAXIMUM REQUIREMENT (ECR):

The ECR for this contract is as follows:

<u>LINE ITEM</u>	<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER (NSN)</u>	<u>MAXIMUM CONTRACT REQUIREMENT</u>
0001	Eyepiece Assembly	5855-01-046-7273	5,150
0003	Optical Cell Assembly	5855-01-045-5495	1,150
0005	Optical Cell Assembly	5855-01-039-2850	4,000

First Article and Technical Data requirements apply.

EXPLANATION OF REQUIREMENTS:

This ID/IQ contract estimates the Government's requirements over the five (5) year period of the contract. Quantity ranges are stated for each year of the contract to allow for pricing of orders placed within a specific range and within a specific year. The range quantities stated are not to be construed as yearly requirements.

INITIAL MINIMUM ORDER QUANTITY:

Pursuant to FAR 16.504(a)(2) the minimum quantity that the Government must order and the contractor must supply is as follows:

<u>LINE ITEM</u>	<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER (NSN)</u>	<u>QUANTITY</u>
0001	Eyepiece Assembly	5855-01-046-7273	1,000
0003	Optic Cell Assembly	5855-01-045-5495	0
0005	Optic Cell Assembly	5855-01-039-2850	0

\*\*\* END OF NARRATIVE A 003 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  FSCM: 80063 PART NR: SM-D-850400-1 SECURITY CLASS: Unclassified				
0001AA	NSN: 5855-01-046-7273  NOUN: EYEPIECE ASSEMBLY  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/PVS-4 and AN/TVS-5 spare parts. CLIN 0001 is established for NSN 5855-01-046-7273 in accordance with (IAW) Drawing No. SM-D-850400-1 (and all associated drawings), Statement of Work (SOW), Section J, Attachment Number 001, and other requirements as set forth herein. 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 (FAR 52.216-18).  (End of narrative B001)  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.  DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.  <u>YEAR ONE (1)</u>  Ranges for orders placed from date of contract award through 365 days after contract DAC  RANGE FROM TO UNITS UNIT PRICE		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A	50 200 EACH \$_____				
B	201 500 EACH \$_____				
<u>YEAR TWO (2)</u>					
Ranges for orders placed from 366 DAC through 730 DAC					
A	50 200 EACH \$_____				
B	201 500 EACH \$_____				
<u>YEAR THREE (3)</u>					
Ranges for orders placed from 731 DAC through 1,096 DAC					
A	50 200 EACH \$_____				
B	201 500 EACH \$_____				
<u>YEAR FOUR (4)</u>					
Ranges for orders placed from 1,097 through 1,462 DAC					
A	50 200 EACH \$_____				
B	201 500 EACH \$_____				
<u>YEAR FIVE (5)</u>					
Ranges for orders placed from 1,463 through 1,825 DAC					
A	50 200 EACH \$_____				
B	201 500 EACH \$_____				
(End of narrative C001)					
<u>Packaging and Marking</u>					
PACKAGING/PACKING/SPECIFICATIONS:					
SPI AG00000573					
LEVEL PRESERVATION: Military					
LEVEL PACKING: A					
Packaging and Packing shall be in accordance with the Preservation, Packing and Marking Instructions set forth at Section J, Attachment 010. Packaging and marking shall					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>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><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>DELIVERY SCHEDULE WITH FIRST ARTICLE REQUIREMENT:</u></p> <p>100 UNITS COMMENCING 270 DAYS AFTER EFFECTIVE DATE OF THE FIRST DELIVERY ORDER. 100 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT (ALL DELIVERY ORDERS):</p> <p>100 UNITS COMMENCING 180 DAYS AFTER EFFECTIVE OF THE DELIVERY ORDER. 100 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>FIRST ARTICLE REQUIREMENT FOR CLIN 0001</u></p> <p>NOUN: FIRST ARTICLE REQUIREMENT</p> <p>First Article consists of five (5) test units selected at random from the initial production lot of NSN 5855-01-046-7273 manufactured IAW the requirements cited for</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN 0001. Approved First Article units may be delivered as part of the production quantity for CLIN 0001. The Government shall determine the acceptability of all FAT samples. First Article shall be performed in accordance with Statement of Work, Paragraph 3.6. (Statement of Work can be found in Section J, Attachment 001.)</p> <p>(End of narrative B001)</p> <p>CAUTION: Failure to complete amount columns for First Article SLINs may render your bid non-responsive. Bidders are cautioned that prices for First Article units and testing should reflect only those reasonable costs associated with production and testing those units or run the risk of being rejected as unacceptable if the offer is found to be materially unbalanced.</p> <p>(End of narrative B002)</p> <p><u>Fabrication of First Article</u> - Include under this SLIN all charges for labor and materials and all other costs allocable to the fabrication of First Article units. For units that will be delivered as part of the production quantity, only include costs over and above the costs covered by CLIN 0001. Include costs of refurbishing that may be required after testing, for acceptance as production quantity.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Packing shall be in accordance with Preservation, Packing and Marking Instructions set forth at Section J, Attach 010. 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>Subject to approval of the First Article Test Report, SLIN 0009AA below.</p> <p>(End of narrative D002)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W15P7T-04-B-J676 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Disposition/Delivery of tested units shall be IAW the disposition instructions contained in the Statement of Work, Attachment Number 001 in Section J.</p> <p>(End of narrative F001)</p>				
0003	<p>FSCM: 80063                      PART NR: SM-D-850130-1                      SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>NSN: 5855-01-045-5495</u></p> <p>NOUN: OPTIC CELL ASSEMBLY</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/PVSS-4 and AN/TVS-5 spare parts. CLIN 0003 is established for NSN 5855-01-045-5495 in accordance with (IAW) Drawing No. SM-D-850130-1 (and all associated drawings), Statement of Work (SOW), Section J, Attachment 001 and other requirements as set forth herein. 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 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"</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																
	<p>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"> <tr> <td><u>RANGE</u></td> <td><u>FROM</u></td> <td><u>TO</u></td> <td><u>UNITS</u></td> <td><u>UNIT PRICE</u></td> </tr> <tr> <td>A</td> <td>50</td> <td>150</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>151</td> <td>300</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td colspan="5">_____</td> </tr> </table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table border="0"> <tr> <td>A</td> <td>50</td> <td>150</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>151</td> <td>300</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td colspan="5">_____</td> </tr> </table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table border="0"> <tr> <td>A</td> <td>50</td> <td>150</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>151</td> <td>300</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td colspan="5">_____</td> </tr> </table> <p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <table border="0"> <tr> <td>A</td> <td>50</td> <td>150</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>151</td> <td>300</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td colspan="5">_____</td> </tr> </table> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <table border="0"> <tr> <td>A</td> <td>50</td> <td>150</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>151</td> <td>300</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td colspan="5">_____</td> </tr> </table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	50	150	EACH	\$ _____	B	151	300	EACH	\$ _____	_____					A	50	150	EACH	\$ _____	B	151	300	EACH	\$ _____	_____					A	50	150	EACH	\$ _____	B	151	300	EACH	\$ _____	_____					A	50	150	EACH	\$ _____	B	151	300	EACH	\$ _____	_____					A	50	150	EACH	\$ _____	B	151	300	EACH	\$ _____	_____								
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SPI #AG00000573                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p>Packaging and Packing shall be in accordance with the Preservation, Packing and Marking Instructions set forth at Section J, Attachment 011. 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><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>DELIVERY SCHEDULE WITH FIRST ARTICLE REQUIREMENT:</u></p> <p>50 UNITS COMMENCING 270 DAYS AFTER EFFECTIVE DATE OF THE FIRST DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT (ALL DELIVERY ORDERS):</p> <p>50 UNITS COMMENCING 180 DAYS AFTER EFFECTIVE OF THE DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p> <p>SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	<p><u>FIRST ARTICLE REQUIREMENT FOR CLIN 0003</u></p> <p>NOUN: NSN: 5855-01-045-5495</p> <p>First Article consists of five (5) test units selected at random from the initial production lot of NSN 5855-01-045-5495 manufactured in accordance with the requirements cited for CLIN 0003. Approved First Article units may be delivered as part of the production quantity for CLIN 0003. The Government shall determine the acceptability of all FAT samples. First Article shall be performed in accordance with Statement of Work, Paragraph 3.6. (Statement of Work can be found in Section J, Attachment 001.)</p> <p>(End of narrative B001)</p> <p>CAUTION: Failure to complete amount columns for First Article SLINs may render your bid non-responsive. Bidders are cautioned that prices for First Article units and testing should reflect only those reasonable costs associated with production and testing those units or run the risk of being rejected as unacceptable if the offer is found to be materially unbalanced.</p> <p>(End of narrative B002)</p> <p><u>Fabrication of First Article</u> - Include under this SLIN all charges for labor and materials and all other costs allocable to the fabrication of First Article units. For units that will be delivered as part of the production quantity, only include costs over and above the costs covered by CLIN 0003. Include costs of refurbishing that may be required after testing, for acceptance as production quantity.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Packing shall be in accordance with the Preservation, Packing and Marking Instructions set forth at Section J, Attachment 011. Packaging and marking shall</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>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>Subject to approval of the First Article Test Report, SLIN 0009AA below.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>Disposition/Delivery of tested units shall be in accordance with disposition instructions contained in the Statement of Work, Section J, Attachment Number 001.</p> <p>(End of narrative F001)</p>				
0005	<p>FSCM: 80063                      PART NR: SM-D-850320-1                      SECURITY CLASS: Unclassified</p>				
0005AA	<p>NSN: 5855-01-039-2850</p> <p>NOUN: OPTIC CELL ASSEMBLY</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/PVS-4 and AN/TVS-5 spare parts. CLIN 0005 is established for NSN 5855-01-039-2850 in accordance with (IAW) Drawing No. SM-D-850320-1 (and all associated drawings), Statement of Work (SOW), Section J, Attachment Number 001 and other requirements as set forth herein. 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</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																													
	<p>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>50</td> <td>200</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>201</td> <td>500</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>50</td> <td>200</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>201</td> <td>500</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 1,096 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>50</td> <td>200</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>201</td> <td>500</td> <td>EACH</td> <td>\$ _____</td> </tr> </tbody> </table> <p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <table border="0"> <tbody> <tr> <td>A</td> <td>50</td> <td>200</td> <td>EACH</td> <td>\$ _____</td> </tr> <tr> <td>B</td> <td>201</td> <td>500</td> <td>EACH</td> <td>\$ _____</td> </tr> </tbody> </table> <p><u>YEAR FIVE (5)</u></p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	50	200	EACH	\$ _____	B	201	500	EACH	\$ _____	A	50	200	EACH	\$ _____	B	201	500	EACH	\$ _____	A	50	200	EACH	\$ _____	B	201	500	EACH	\$ _____	A	50	200	EACH	\$ _____	B	201	500	EACH	\$ _____				
<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>																																														
A	50	200	EACH	\$ _____																																														
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B	201	500	EACH	\$ _____																																														
A	50	200	EACH	\$ _____																																														
B	201	500	EACH	\$ _____																																														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A        50        200    EACH    \$ _____</p> <p>B        201       500    EACH    \$ _____</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SPI #AG00000573                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p>Packaging and Packing shall be in accordance with the Preservation, Packing and Marking Instructions set forth at Section J, Attachment 012. 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><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>DELIVERY SCHEDULE WITH FIRST ARTICLE REQUIREMENT:</u></p> <p>50 UNITS COMMENCING 270 DAYS AFTER EFFECTIVE DATE OF THE FIRST DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p> <p>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT (ALL DELIVERY ORDERS):</p> <p>50 UNITS COMMENCING 180 DAYS AFTER EFFECTIVE DATE OF THE DELIVERY ORDER. 50 UNITS EACH MONTH THEREAFTER UNTIL COMPLETION OF ORDER.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.  (End of narrative F001)				
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>FIRST ARTICLE REQUIREMENT FOR CLIN 0005</u></p> <p>NOUN: NSN: 5855-01-039-2850</p> <p>First Article consists of five (5) test units selected at random from the initial production lot of NSN 5855-01-039-2850 manufactured in accordance with the requirements cited for CLIN 0005. Approved First Article units may be delivered as part of the production quantity for CLIN 0005. The Government shall determine the acceptability of all FAT samples. First Article shall be performed in accordance with Statement of Work, Paragraph 3.6. (Statement of Work can be found in Section J, Attachment 001.)</p> <p>(End of narrative B001)</p> <p>CAUTION: Failure to complete amount columns for First Article SLINs may render your bid non-responsive. Bidders are cautioned that prices for First Article units and testing should reflect only those reasonable costs associated with production and testing those units or run the risk of being rejected as unacceptable if the offer is found to be materially unbalanced.</p> <p>(End of narrative B002)</p> <p><u>Fabrication of First Article</u> - Include under this SLIN all charges for labor and materials and all other costs allocable to the fabrication of First Article units. For units that will be delivered as part of the production quantity, only include costs over and above the costs covered by CLIN 0005. Include costs of refurbishing that may be required after testing, for acceptance as production quantity.</p>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging and Packing shall be in accordance with the Preservation, Packing and Marking Instructions set forth at Section J, Attachment 012. 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>Subject to approval of the First Article Test Report, SLIN 0009AA below.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W15G1U) TRANS OFC                      NEW CUMBERLAND ARMY DEPOT                      NEW CUMBERLAND, PA 17070</p> <p>Disposition/Delivery of tested units shall be in accordance with disposition instructions contained in Statement of Work, Section J, Attachment 001.</p> <p>(End of narrative F001)</p>				
0007	SECURITY CLASS: Unclassified				
0007AA	<p><u>DATA ITEM</u></p> <p>DATA ITEM FOR CONFIGURATION CONTROL, CONTRACT DATA REQUIREMENTS LIST (CDRL) DI-MISC-80711A, EXHIBIT A, SEQUENCE NO. A001, CONTAINED WITHIN THE STATEMENT OF WORK, ATTACHMENT 001 IN SECTION J.</p>		LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
0008	SECURITY CLASS: Unclassified				
0008AA	<u>DATA ITEM</u>  NOUN: FAT QUALIFICATION TEST PLAN  FIRST ARTICLE QUALIFICATION TEST PLAN IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423, DI-NDTI-81307, EXHIBIT B, SEQUENCE B001 CONTAINED WITHIN THE STATEMENT OF WORK, ATTACHMENT 001, SECTION J.  UNDER THIS SLIN INCLUDE THE COST OF PERFORMING THE FIRST ARTICLE QUALIFICATION TEST PLAN AND FOR PREPARING AND SUBMITTING THE TEST REPORT. FIRST ARTICLE TESTING SHALL NOT COMMENCE UNTIL APPROVAL OF THE FIRST ARTICLE.  (End of narrative C001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W15P7T)      COMMANDER US ARMY CECOM BLDG * FORT MONMOUTH, NJ 07703-5000		LO	\$ _____	\$ _____
0009	SECURITY CLASS: Unclassified				
0009AA	<u>DATA ITEM</u>		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST REPORT IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423, DI-NDTI-80809B, EXHIBIT C, SEQUENCE C001 CONTAINED WITHIN THE STATEMENT OF WORK, ATTACHMENT 001, SECTION J.</p> <p>UNDER THIS SLIN INCLUDE THE COST OF PERFORMING THE FIRST ARTICLE TEST REPORT AND FOR PREPARING AND SUBMITTING THE TEST REPORT. FIRST ARTICLE TESTING SHALL NOT COMMENCE UNTIL APPROVAL OF THE FIRST ARTICLE TEST PLAN (SLIN 0008AA).</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>THE INSPECTION AND ACCEPTANCE CITED ABOVE REFERS TO THE FIRST ARTICLE TEST REPORT. INSPECTION AND ACCEPTANCE OF FIRST ARTICLE TESTING IS AT SOURCE. ACCEPTANCE OF THE FIRST ARTICLE TESTING EFFORT IS SUBJECT TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST REPORT, WHICH IS TO BE DELIVERED IAW SECTION F NARRATIVE BELOW.</p> <p>(End of narrative E001)</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W15P7T)    COMMANDER US ARMY CECOM                                    BLDG *                                    FORT MONMOUTH, NJ 07703-5000</p> <p>DELIVERY AND DISTRIBUTION IN ACCORDANCE WITH CONTRACTS DATA REQUIREMENTS LIST (CDRL), DD FORM 1423, EXHIBIT C, SEQUENCE C001 CONTAINED WITHIN THE STATEMENT OF WORK, ATTACHMENT 001 IN SECTION J.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	SECURITY CLASS: Unclassified				
0010AA	<p><u>ENVIRONMENTAL RETEST</u></p> <p>DATA ITEM FOR ENVIRONMENTAL RETEST, CONTRACT DATA REQUIREMENTS LIST (CDRL) DI-NDTI-80809B, DD FORM 1423, EXHIBIT D, SEQUENCE NO. D001, CONTAINED WITHIN THE STATEMENT OF WORK, ATTACHMENT 001 IN SECTION J.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>		LO	\$ <u>    ** NSP **</u>	\$ <u>    ** NSP **</u>
0011	SECURITY CLASS: Unclassified				
0011AA	<p><u>FAILURE ANALYSIS &amp; CORRECTIVE</u></p> <p>DATA ITEM FOR FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT, CONTRAC DATA REQUIREMENTS LIST (CDRL) DI-RELI-81315, EXHIBIT E, SEQUENCE NO. E001, CONTAINED WITHIN THE STATEMENT OF WORK, ATTACHMENT 001 IN SECTION J.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>		LO	\$ <u>    ** NSP **</u>	\$ <u>    ** NSP **</u>

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	SEP/2003
CS6900		ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	
(52.6900)			(Sep 2003)

1. The documents listed at Attachment 001 through 012 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 001 through 012 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 001 and Exhibits A, B, C, D, and E as listed in Section J. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated 1 July 2003, and Supplement 1 March 2004. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

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

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

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

FAX: (215) 697-1462

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

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

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

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

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

6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening

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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) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment 001 through 012, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

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

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

b. Disposition of Drawings and Specifications.

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

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

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

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

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

DEFINITION OF DAC/DAYS AFTER CONTRACT

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

(N/A) effective date of contract.

(X) Date of Contract Awqrd.

(End of clause)

C-2            52.6910            MODIFICATIONS/EXCEPTIONS TO LISTED SPECIFICATIONS/DRAWINGS (STATEMENT OF WORK)            SEP/1992

1. The equipment on contract will be produced in accordance with the data cited at Section J, Attachments 001 through 004, as modified by the documents listed at Section J, Attachment 006. The cited Exception/Modification references are attached at Section J.

2. When the contractor is required to revise the existing technical data or generate new technical data to incorporate these

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modifications/exceptions indicated by inclusion of appropriate Statement of Work in Section C or J), all costs for such generation/revisions will be included in the contractor's bid/offer.

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## SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.7033	PRESERVATIONS, PACKING AND MARKING INSTRUCTIONS	APR/1999
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Preservation, Packing, and Marking Instructions are specified in Section J, Attachments 010, 011, and 012.

D-2	52.7037	PACKAGING WAIVERS OR DEVIATIONS	APR/1999
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(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-3	52.7041	CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING	APR/1999
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(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
- (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

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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-4            52.7044            STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE,            APR/1999  
AND OTHER DATA)

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98

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

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

D-5            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-6            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)

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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	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

(b) The permissible variation shall be limited to:

N/A Percent increase

N/A Percent decrease

This increase or decrease shall apply to the entire amount placed on each delivery order.

F-4	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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**Name of Offeror or Contractor:**

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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 Word 6.0 or higher.

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

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

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

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

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

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

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

(i) The Contracting Officer's e-mail address is: Brenda.Haase@mail1.monmouth.army.mil  
The Contract Specialist's e-mail address is Linda.Schmidt@mail1.monmouth.army.mil  
The Technical Point of Contact's e-mail address is: Susan.Weir@mail1.monmouth.army.mil

(End of clause)

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

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**Name of Offeror or Contractor:**

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

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

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

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

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

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

H-4 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-5 52.7302 ORDERING OFFICER AUTHORITY

SEP/2003

The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number (SLIN) 0001AA, 0003AA, and 0005AA 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.

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## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT/1997
I-15	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING	OCT/1995
I-16	52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT/1997
I-17	52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN/1986
I-18	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.222-03	CONVICT LABOR	JUN/2003
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-28	52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENTS--CONSTRUCTION MATERIALS ALTERNATE I (MAY 2002)	MAY/2002
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-30	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-33	52.232-01	PAYMENTS	APR/1984
I-34	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	OCT/2003
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-44	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-45	52.248-1	VALUE ENGINEERING	FEB/2000
I-46	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE III (APR 1984)	FEB/2000
I-47	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE II (FEB 2000)	FEB/2000
I-48	52.248-1	VALUE ENGINEERING (FEB 2000) AND ALTERNATE I (APR 1984)	FEB/2000
I-49	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-50	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-51	52.251-01	GOVERNMENT SUPPLY SOURCES	APR/1984
I-52	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-53	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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I-54	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-55	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-56	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-57	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-58	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-59	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-60	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-61	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-62	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-63	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-66	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-67	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	OCT/2003
IF6852	52.204-7	Central Contractor Registration Alternate 1.	

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

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

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

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

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

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

I-68                      52.209-3                      FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97)                      SEP/1989  
AND ALT II(SEP89)

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

(b) The Contractor shall submit the first article test report within thirty (30) calendar days from the date of this contract See DD Form 1423 for DI-NDTI-80809, (FAT Report, Block 12) to See DD Form 1423, DI-NDTI-80809, (FAT Report, Block 14) marked 'FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called

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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.

I-69 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 of the basic contract through sixty (60) months after the date of award of the basic contract. All deliveries shall be completed by the contract expiration date.

(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-70 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than:

SLIN 0001AA - 50 UNITS

SLIN 0003AA - 50 UNITS

SLIN 0005AA - 50 UNITS

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of:

SLIN 0001AA - 500

SLIN 0003AA - 300

SLIN 0005AA - 500

(2) Any order for a combination of items in excess of 1,300 units; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-71 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.



**Name of Offeror or Contractor:**

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of

**Name of Offeror or Contractor:**

independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

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(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-74 52.227-03 PATENT INDEMNITY (ALTERNATE II)

APR/1984

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

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

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

I-75 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;

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

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

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

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

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

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

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52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS

JUL/2004

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

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

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

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

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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)

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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	CDRL A001, DI-MISC-80711A (EMBEDDED IN STATEMENT OF WORK)	30-JUN-2004	001	EMAIL
Exhibit B	CDRL B001, DI-NDTI-31307 (EMBEDDED IN STATEMENT OF WORK)	30-JUN-2004	001	EMAIL
Exhibit C	CDRL C001, DI-NDTI-80809B (EMBEDDED IN STATEMENT OF WORK)	30-JUN-2004	001	EMAIL
Exhibit D	CDRL D001, DI-NDTI-80809B (EMBEDDED IN STATEMENT OF WORK)	30-JUN-2004	001	EMAIL
Exhibit E	CDRL E001, DI-RELI-81315 (EMBEDDED IN STATEMENT OF WORK)	30-JUN-2004	001	EMAIL
Attachment 001	STATEMENT OF WORK	30-JUN-2004	019	EMAIL
Attachment 002	PERFORMANCE SPECIFICATION, MIL-PRF-49368C, LENS ASSEMBLY, EYEPIECE, AN/PVS-4 AND AN/TVS-5	30-JUN-2004	008	EMAIL
Attachment 003	PERFORMANCE SPECIFICATION, MIL-PRF-49367C, LENS ASSMEBLY, OBJECTIVE, 155MM AN/TVS-5	04-MAR-1999	010	EMAIL
Attachment 004	PERFORMANCE SPECIFICATION MIL-PRF-49366C, LENS ASSEMBLY, OBJECTIVE, 95MM, AN/PVS-4	04-MAR-1999	010	EMAIL
Attachment 005	EXCEPTIONS TO CITED TECHNICAL DATA TO CORRECT REFERENCES TO OZONE DEPLETING CHEMICALS	29-MAR-2004	003	EMAIL
Attachment 006	LIST OF ENGINEERING CHANGE PROPOSALS (ECPS) (EXCEPTIONS TO DRAWINGS)	09-JUN-2004	001	EMAIL
Attachment 007	ECP E1GN409001 FOR DRAWING SM-D-850300	05-SEP-2001	005	EMAIL
Attachment 008	ECP E1GN409004 FOR DRAWING SM-B-850520	21-SEP-2001	003	EMAIL
Attachment 009	ECP E1GN409005 FOR DRAWING SM-B-850513	21-SEP-2001	006	EMAIL
Attachment 010	PRESERVATION, PACKING AND MARKING INSTRUCTIONS FOR NSN: 5855-01-046-7273	30-JUN-2004	006	EMAIL
Attachment 011	PRESERVATION, PACKING AND MARKING INSTRUCTIONS FOR NSN: 5855-01-045-5495	30-JUN-2004	006	EMAIL
Attachment 012	PRESERVATION, PACKING AND MARKING INSTRUCTIONS FOR NSN: 5855-01-039-2850	30-JUN-2004	006	EMAIL
Attachment 013	VISITOR ACCESS REQUEST AND DIRECTIONS	30-JUN-2004	004	EMAIL

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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	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.214-16	MINIMUM BID ACCEPTANCE PERIOD	APR/1984

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of sixty (60) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

\_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

K-6 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 \_\_\_\_\_ [insert NAICS code].

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

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

(b) Representations.

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

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

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

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

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

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(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.

\_\_\_ 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

**Name of Offeror or Contractor:**

(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 --

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

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

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

(End of Provision)

K-7

52.203-2

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.

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(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-8 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

( ) TIN has been applied for.

( ) TIN is not required because:

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

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

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

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

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt):

( ) Corporate entity (tax-exempt):

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

( ) Foreign government;

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( ) 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.

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES

AUG/1987

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

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

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

OFFEROR RECOMMENDATIONS

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

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



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

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

K-13            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-14            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984  
(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-15            52.223-13            CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING            AUG/2003  
(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

(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-16

252.225-7000

BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

APR/2003

(a) Definitions.

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

(b) Evaluation.

The Government-

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

Line Item Number

Country of Origin

\_\_\_\_\_

\_\_\_\_\_

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

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

\_\_\_\_\_

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(End of provision)

K-17            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992  
(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.  
The offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-18            52.7169            WAIVER OF FIRST ARTICLE            APR/1991  
a. The Government reserves the right, with respect to offerors who offer products previously accepted or tested by the Government, to waive the requirements for First Article tests. Offerors who offer such products and wish to rely on such previous acceptance or test must furnish, with their offers, evidence that prior Government acceptance or approval is applicable to the product(s) proposed to be furnished hereunder, as follows:

Item \_\_\_\_\_ Contract No. \_\_\_\_\_

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

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

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**Name of Offeror or Contractor:**

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.214-01	SOLICITATION DEFINITIONS - SEALED BIDDING	APR/2002
L-3	52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	APR/2002
L-4	52.214-04	FALSE STATEMENTS IN BIDS	APR/2002
L-5	52.214-5	SUBMISSION OF BIDS	MAR/1997
L-6	52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-7	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-8	52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL/1990
L-9	52.214-12	PREPARATION OF BIDS	APR/1984
L-10	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-11	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999

L-12 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Brenda Haase, Contracting Officer, US Army CECOM, Acquisition Center, AMSEL-AC-CC-RT-W, Building 1208 West, 2nd Floor, Fort Monmouth, NJ 07703-5008.

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

(End of provision)

L-13 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

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

(End of Provision)

L-14 52.XXXX AMC-LEVEL PROTEST PROGRAM FEB/2004  
LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004  
52.7251

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

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

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

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

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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)

INSTRUCTIONS TO BIDDERS

BIDDERS ARE TO SUBMIT PRICES FOR ALL ITEMS AND ALL RANGES FOR ALL PRODUCTION QUANTITIES FOR ALL FIVE (5) ORDERING PERIODS. BIDDERS ARE TO FILL IN PRICES IN SECTION B OF THE SOLICITATION. FAILURE TO SUBMIT PRICES FOR ALL ITEMS AND RANGES WILL RESULT IN THE OFFER BEING CONSIDERED UNRESPONSIVE. INCLUDE IN PRICES ALL PRODUCTION, PACKAGING AND SHIPPING COSTS ASSOCIATED WITH THE PRODUCTION QUANTITY FOR ALL ITEMS.

THE FIRST ARTICLE CLINS MUST BE PRICED. IN THE EVENT FIRST ARTICLE IS WAIVED FOR ANY BIDDERS, THE FIRST ARTICLE PRICES WILL NOT BE CONSIDERED AS PART OF THE EVALUATION AND THAT FIRST ARTICLE AMOUNT WILL BE DELETED FROM THE BIDDER'S EVALUATED PRICE. PLEASE SEE CLAUSE M-3, 52.7150, "EVALUATION - FIRST ARTICLE (CONTRACTOR TESTING)".

AWARD WILL BE MADE TO THE LOWEST PRICED, RESPONSIVE, RESPONSIBLE BIDDER.

\*\*\* END OF NARRATIVE L 001 \*\*\*

BID SUBMISSION INSTRUCTIONS:

HARDCOPY BIDS SHALL BE RECEIVED AT THE FOLLOWING LOCATION BY THE BID OPENING DATE OF AUGUST 23, 2004, AT 1:30 P.M LOCAL TIME:

COMMANDER, US ARMY CECOM  
BID ROOM (ATTN: AMSEL-AC-BID)  
BUILDING 1208 EAST GROUND FLOOR  
AVENUE OF MEMORIES AND RITTKO AVENUE  
FORT MONMOUTH, NJ 07703-5000  
TELEPHONE NUMBER: (732) 532-2681  
RE: SOLICITATION NUMBER W15P7T-04-B-J676 (LINDA SCHMIDT)

HARDCOPY BIDS MUST EITHER BE SUBMITTED VIA U.S. POSTAL MAIL, FEDEXED, OR SOME OTHER FORM OF COMMERCIAL DELIVERY. BE SURE TO INCLUDE SOLICITATION NUMBER ON PACKAGE.

NO ELECTRONIC OR FAX BIDS SHALL BE ALLOWED.

THE CECOM BID/TILO OFFICE ONLY ACCEPTS HAND-CARRIED PACKAGES THAT HAVE BEEN SCANNED. THIS SCANNING FUNCTION IS LOCATED IN BUILDING 451. OFFERORS ARE REMINDED TO ALLOW SUFFICIENT TIME NECESSARY FOR GAINING VISITOR AUTHORIZATION AND SCANNING OF HAND-CARRIED PACKAGES. OFFERORS WILL FIND VISITOR ACCESS REQUEST FORM AND DIRECTIONS TO VISITOR CONTROL CENTER IN THE FILE LABELED ATTACHMENTS. (PLEASE ALLOT ADDITIONAL TIME FOR THIS SCREENING PROCESS 1 TO 2 DAYS). OFFERORS ARE REMINDED THAT ADDITIONAL TIME SHOULD BE ALLOTTED FOR COMPLETION OF THE SCANNING PROCESS TO ENSURE SOLICITATIONS ARE RECEIVED BY THE BID RECEIPT DATE.

A PUBLIC BID OPENING FOR INVITATIONS FOR BID (IFB) ON W15P7T-04-B-J676 WILL BE CONDUCTED ON MONDAY AUGUST 23, 2004 PROMPTLY AT 1:30 P.M. EASTERN STANDARD TIME.

THE PUBLIC BID OPENING WILL TAKE PLACE AT THE EATONTOWN PUBLIC LIBRARY, 33 BROAD STREET, EATONTOWN, NEW JERSEY 07724. COMMERCIAL TELEPHONE NUMBER IS (732-389-2665).

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\*\*\* END OF NARRATIVE L 003 \*\*\*

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**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	52.6110	FAILURE TO COMPLY WITH F. O. B. TERMS	APR/1991
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F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. Destination for Items(s) 0001 through 0006 in Section B will be rejected as nonresponsive or may be considered unacceptable.

M-2	52.7100	ALL OR NONE BASIS FOR AWARD	SEP/1997
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A bidder/offeror must quote on all items in Section B of this solicitation to be eligible for award. The government reserves the right to award the items in Section B on an 'all-or-none' basis; therefore, evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

M-3	52.7150	EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING)	SEP/1997
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(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.

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

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

M-4	52.7300	TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
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a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

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

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

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

Price Evaluation Approach:

a. The Government will evaluate Bids for award purposes by adding the total of all CLIN/SLIN line items as set forth below. The Government may elect not to award to a bidder whose prices are materially unbalanced. A bid is materially unbalanced when it is based on prices significantly overstated for some work and significantly understated for other work.

b. For line items which require range quantity pricing, the total evaluated price will be calculated by computing a weighted average price and multiplying the weighted average by the maximum range quantity under each applicable CLIN/SLIN (as specified in the solicitation). A weighted average price will be calculated as follows:

(1) Each range price will be multiplied by the maximum quantity in each range for all years.

(2) The extended amounts will be summed and divided by the sum of the maximum quantity in each range for all years. The result will be the weighted average unit price.

(3) The weighted average unit price will be multiplied by the maximum range quantity. This price added to the price of SLINs 0002AA, 0004AA, 0006AA, 0008AA, and 0009AA will be the total evaluated price. CLIN/SLINS 0007AA, 0010AA, and 0011AA are not separately priced.

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**Name of Offeror or Contractor:**EXAMPLE:RANGE PRICE

50 - 200	\$150
201 - 500	\$100

CALCULATIONS

1. Multiply range price by the maximum range quantity.

PRICE	MAX QTY	AMOUNT
\$150	200	\$ 30,000
\$100	500	\$ 50,000
TOTAL	700	\$ 80,000

2. Divide the extended amounts (\$80,000) by the sum of total maximum quantity in each range (700).

$$\$80,000/700 = \$114.29 = \text{weighted average unit price.}$$

3. Multiply the weighted average unit price by the maximum CLIN/SLIN quantity.

$$\$114.29 \times 500 = \$57,145.00 = \text{total evaluated range quantity price.}$$

THE TOTAL EVALUATED PRICE IS THE SUM OF THE TOTAL EVALUATED RANGE QUANTITY (PARAGRAPH B. ABOVE) AND THE SUM OF ALL PRICED SLINS.

THE GOVERNMENT WILL AWARD TO THE LOWEST PRICED, RESPONSIVE, RESPONSIBLE BIDDER AS EVALUATED ABOVE.

THE GOVERNMENT MAY ELECT NOT TO MAKE AN AWARD WHOSE RANGE PRICING OR FIRST ARTICLE PRICING IS DETERMINED UNBALANCED.

THE FIRST ARTICLE SLINS MUST BE PRICED. IN THE EVENT FIRST ARTICLE IS WAIVED FOR ANY PARTICIPANTS, THE FIRST ARTICLE PRICES WILL NOT BE CONSIDERED AS PART OF THE EVALUATION AND WILL BE REDUCED FROM THE BIDDERS OVERALL PRICE. SEE M-4, 52.7150, "EVALUATION - FIRST ARTICLE (CONTRACTOR TESTING)".

\*\*\* END OF NARRATIVE M 001 \*\*\*

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## SECTION A - SUPPLEMENTAL INFORMATION

AUTO/CHANGE AS6106 52.6106 01-JAN-2004 NOTICE: SOLICITATION OMBUDSMAN

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

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

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

CHANGED AS6307 52.6307 01-AUG-1996 EXECUTIVE SUMMARY

1. Description of the Item(s)/Service(s) being Procured. AN/PVS-4 and AN/TVS-5
2. Program Objectives/Needs. Spare Parts
3. Delivery Schedule. See the Schedule in Section B and Section F for delivery with and without First Article Requirements.
4. Government Testing Requirements. First Article Testing and other testing as described in the solicitation and Statement of Work, Attachment 001 in Section J. Any request for Waiver of First Article shall be in accordance with Section K 52.7169.  
NOTE: Line Items 0002AA, 0004AA, and 0006AA must be priced.
5. Type of Contract. Firm Fixed Price
6. Format of the Contract. Indefinite Delivery/Indefinite Quantity (IDIQ)
7. Nature of the Work. Production
8. Unusual/Specific Aspects of the Acquisition. 100% Small Business Set-Aside
9. Source Selection Methodology. Not Applicable
10. Negotiated Procurements. Not Applicable

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

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO/CHANGE CS6900 52.6900 01-SEP-2003 ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)  
CS6900 ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS  
(STATEMENT OF WORK)

(52.6900)

(Sep 2003)

1. The documents listed at Attachment 001 through 012 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 001 through 012 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed

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Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 001 and Exhibits A, B, C, D, and E as listed in Section J. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated 1 July 2003, and Supplement 1 March 2004. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

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

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

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

FAX: (215) 697-1462

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

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

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

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

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

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

a. Drawing Review and Certification.

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

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment 001 through 012, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

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

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to furnish such certification prior to award.

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

b. Disposition of Drawings and Specifications.

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

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

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

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

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

DEFINITION OF DAC/DAYS AFTER CONTRACT

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

(N/A) effective date of contract.

(X) Date of Contract Awqrd.

(End of clause)

CHANGED CS6910 52.6910 01-SEP-1992 MODIFICATIONS/EXCEPTIONS TO LISTED SPECIFICATIONS/DRAWINGS (STATEMENT OF WORK)

1. The equipment on contract will be produced in accordance with the data cited at Section J, Attachments 001 through 004, as modified by the documents listed at Section J, Attachment 006. The cited Exception/Modification references are attached at Section J.

2. When the contractor is required to revise the existing technical data or generate new technical data to incorporate these modifications/exceptions indicated by inclusion of appropriate Statement of Work in Section C or J), all costs for such generation/revisions will be included in the contractor's bid/offer.

SECTION D - PACKAGING AND MARKING

CHANGED DS7033 52.7033 01-APR-1999 PRESERVATIONS, PACKING AND MARKING INSTRUCTIONS  
 Preservation, Packing, and Marking Instructions are specified in Section J, Attachments 010, 011, and 012.

ADDED DS7037 52.7037 01-APR-1999 PACKAGING WAIVERS OR DEVIATIONS

ADDED DS7041 52.7041 01-APR-1999 CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING

ADDED DS7044 52.7044 01-APR-1999 STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, AND OTHER DATA)

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ADDED DS7047 52.7047 01-OCT-2001 BAR CODE MARKING  
 ADDED DS7048 52.7048 01-SEP-2002 INSECT INFESTION PREVENTION

SECTION E - INSPECTION AND ACCEPTANCE

AUTO EF0005 52.246-01 01-APR-1984 CONTRACTOR INSPECTION REQUIREMENTS  
 AUTO EF0010 52.246-02 01-AUG-1996 INSPECTION OF SUPPLIES - FIXED-PRICE  
 AUTO EF0090 52.246-16 01-APR-1984 RESPONSIBILITY FOR SUPPLIES

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0020 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK  
 ADDED FF0045 52.247-34 01-NOV-1991 F.O.B. DESTINATION

AUTO/CHANGE FF6035 52.211-16 01-APR-1984 VARIATION IN QUANTITY

(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 the entire amount placed on each delivery order.

ADDED FF7005 52.247-48 01-FEB-1999 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT

SECTION G - CONTRACT ADMINISTRATION DATA

ADDED GS7070 252.204-7004 01-OCT-2003 REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate  
 AUTO GS7025 52.7025 01-DEC-1987 PLACE OF PERFORMANCE AND SHIPPING POINT  
 AUTO GS7050 52.7050 01-MAR-1999 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE  
 AUTO GS7055 52.7055 01-JUN-1999 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL  
 ADDED GS7080 52.7080 01-NOV-1999 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AUTO HA0120 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

AUTO/CHANGE HS6110 52.6110 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL

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

(b) The format for all communication shall be compatible with the following: Microsoft Word 6.0 or higher.

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

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

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

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

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

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

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

- (i) The Contracting Officer's e-mail address is: Brenda.Haase@mail1.monmouth.army.mil
- The Contract Specialist's e-mail address is Linda.Schmidt@mail1.monmouth.army.mil
- The Technical Point of Contact's e-mail address is: Susan.Weir@mail1.monmouth.army.mil

(End of clause)

CHANGED HS6115 52.6115 01-APR-1999 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

ADDRESS	NO. OF COPIES
Commander, US Army CECOM, ATTN: AMSEL-AC-CC-RT-W(Schmidt) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN: AMSEL-LC-IEW-N-II(Weir) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM,	1

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ATTN: AMSEL- AC-CS-E( ALE)  
Fort Monmouth, NJ 07703-5000

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

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

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

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

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

AUTO/DEL	HS7500	225.802-70- LOCAL	01-DEC-2003	CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA
ADDED	HS7301	52.7301	01-AUG-2000	ORDERING AUTHORITY
CHANGED	HS7302	52.7302	01-SEP-2003	ORDERING OFFICER AUTHORITY

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) 0001AA, 0003AA, and 0005AA 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.

SECTION I - CONTRACT CLAUSES

AUTO	IF0007	52.202-1	01-JUN-2004	DEFINITIONS
AUTO/DEL	IF0008	52.202-1	01-DEC-2001	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)
AUTO	IF0012	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0015	52.203-5	01-APR-1984	CONVENANT AGAINST CONTINGENT FEES
AUTO	IF0013	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO/DEL	IF0014	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)
AUTO	IF0010	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES

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AUTO	IF0016	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0017	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0018	52.203-12	01-JUN-2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0025	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0851	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0030	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
ADDED	IF0032	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0038	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0042	52.214-26	01-OCT-1997	AUDIT AND RECORDS--SEALED BIDDING
AUTO	IF0045	52.214-27	01-OCT-1995	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING
AUTO	IF0046	52.214-28	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING
AUTO	IF0048	52.214-29	01-JAN-1986	ORDER OF PRECEDENCE - SEALED BIDDING
ADDED	IF0130	52.219-06	01-JUN-2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0138	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO/DEL	IF0146	52.219-9	01-JAN-2002	SMALL BUSINESS SUBCONTRACTING PLAN ALT I (OCT 01)
ADDED	IF0153	52.222-03	01-JUN-2003	CONVICT LABOR
AUTO	IF0159	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0163	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0171	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS
AUTO	IF0174	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES
AUTO	IF0175	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
AUTO	IF0193	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
ADDED	IF0196	52.223-14	01-AUG-2003	TOXIC CHEMICAL RELEASE REPORTING
AUTO/DEL	IF0201	52.225-10	01-MAY-2002	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS
AUTO	IF0202	52.225-10	01-MAY-2002	NOTICE OF BUY AMERICAN ACT REQUIREMENTS--CONSTRUCTION MATERIALS ALTERNATE I (MAY 2002)
AUTO	IF0204	52.225-13	01-DEC-2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0255	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0329	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO/DEL	IF0335	52.229-05	01-APR-1984	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -

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AUTO	IF0353	52.232-01	01-APR-1984	PAYMENTS
AUTO	IF0372	52.232-08	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0381	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0387	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0400	52.232-23 ALT I	01-JAN-1986	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)
AUTO	IF0404	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0700	52.233-1	01-JUL-2002	DISPUTES
ADDED	IF0430	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF0585	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0586	52.243-01	01-AUG-1987	CHANGES - FIXED PRICE
AUTO	IF0679	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
AUTO	IF0760	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0763	52.248-1	01-FEB-2000	VALUE ENGINEERING (FEB 2000) AND ALTERNATE III (APR 1984)
AUTO	IF0762	52.248-1	01-FEB-2000	VALUE ENGINEERING (FEB 2000) AND ALTERNATE II (FEB 2000)
AUTO	IF0761	52.248-1	01-FEB-2000	VALUE ENGINEERING (FEB 2000) AND ALTERNATE I (APR 1984)
AUTO	IF0783	52.249-02	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0810	52.249-08	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF0837	52.251-01	01-APR-1984	GOVERNMENT SUPPLY SOURCES
AUTO	IA0020	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES
AUTO	IA0040	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA0045	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0150	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)
AUTO	IA0165	252.225-7001	01-APR-2003	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
AUTO	IA0170	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	IA0210	252.225-7004	01-APR-2003	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0180	252.225-7007	01-OCT-2002	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
AUTO/DEL	IA0185	252.225-7009	01-AUG-2000	***REMOVED per DCN 20030331***USE IA0197** DUTY-FREE ENTRY-- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO/DEL	IA0190	252.225-7010	01-AUG-2000	***RESERVED per DCN 20030331***USE IA0197*** DUTY-FREE ENTRY-- ADDITIONAL PROVISIONS

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AUTO	IA0191	252.225-7012	01-JUN-2004	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0205	252.225-7025	01-APR-2003	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0100	252.225-7031	01-APR-2003	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0575	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA0735	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0740	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	IA0752	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO/CHANGE IF6852	IF6852	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

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

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

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

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

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and  
 (2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

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

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

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

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

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

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of

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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.

CHANGED IF6010 52.209-3 01-SEP-1989 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP89) AND ALT I (JAN 97)  
AND ALT II(SEP89)

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

(b) The Contractor shall submit the first article test report within thirty (30) calendar days from the date of this contract See DD Form 1423 for DI-NDTI-80809, (FAT Report, Block 12) to See DD Form 1423, DI-NDTI-80809, (FAT Report, Block 14) marked 'FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No.\_\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(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.

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

CHANGED IF6301 52.216-18 01-OCT-1995 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the basic contract through sixty (60) months after the date of award of the basic contract. All deliveries shall be completed by the contract expiration date.

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

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

(End of clause)

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than:

SLIN 0001AA - 50 UNITS

SLIN 0003AA - 50 UNITS

SLIN 0005AA - 50 UNITS

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of:

SLIN 0001AA - 500

SLIN 0003AA - 300

SLIN 0005AA - 500

(2) Any order for a combination of items in excess of 1,300 units; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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designated in the Schedule as the 'minimum.'

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 80th month after date of award of the basic contract.

(End of clause)

CHANGED IF6104 52.222-35 01-DEC-2001 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS  
(DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract:

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

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee-

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a

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disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who -

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service

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office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of Clause)

ADDED	IF7121	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
ADDED	IF7075	52.227-03	01-APR-1984	PATENT INDEMNITY (ALTERNATE II)

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AUTO IF7200 52.243-07 01-APR-1984 NOTIFICATION OF CHANGES  
 ADDED IF7700 52.244-6 01-JUL-2004 SUBCONTRACTS FOR COMMERCIAL ITEMS  
 AUTO IF7240 52.252-02 01-FEB-1998 CLAUSES INCORPORATED BY REFERENCE

SECTION J - LIST OF ATTACHMENTS

AUTO/DEL JS6010 52.6010 01-APR-1984 CONVENIENCE ENCLOSURES

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

AUTO KF0050 52.203-11 01-APR-1991 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
 ADDED KA0015 252.209-7001 01-MAR-1998 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY  
 AUTO/DEL KA0050 252.225-7017 01-FEB-2000 \*\*\*RESERVED per DCN 20030331\*\*\*PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA  
 ADDED KA0070 252.227-7017 01-JUN-1995 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS  
 ADDED KA0076 252.227-7028 01-JUN-1995 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT

CHANGED KF6010 52.214-16 01-APR-1984 MINIMUM BID ACCEPTANCE PERIOD

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of sixty (60) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

\_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

AUTO/CHANGE KF6067 52.219-1 01-MAY-2004 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)  
 (a)

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

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

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

(b) Representations.

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

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(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.

\_\_\_ 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

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(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 --

(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)

AUTO	KF7010	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
AUTO	KF7016	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
AUTO	KF7017	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY--SUPPLIES
AUTO	KF7022	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO/DEL	KF7025	52.214-02	01-JUL-1987	Deleted--DO NOT USE ---TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING
AUTO	KF7035	52.214-14	01-APR-1985	PLACE OF PERFORMANCE-SEALED BIDDING
ADDED	KF7066	52.219-2	01-OCT-1995	EQUAL LOW BIDS

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AUTO	KF7085	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7091	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7099	52.223-13	01-AUG-2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
AUTO	KA7040	252.225-7000	01-APR-2003	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7095	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
ADDED	KS7169	52.7169	01-APR-1991	WAIVER OF FIRST ARTICLE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED	LF0005	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	LF0030	52.214-01	01-APR-2002	SOLICITATION DEFINITIONS - SEALED BIDDING
AUTO	LF0035	52.214-03	01-APR-2002	AMENDMENTS TO INVITATIONS FOR BIDS
AUTO	LF0040	52.214-04	01-APR-2002	FALSE STATEMENTS IN BIDS
AUTO	LF0046	52.214-5	01-MAR-1997	SUBMISSION OF BIDS
AUTO	LF0050	52.214-06	01-APR-1984	EXPLANATION TO PROSPECTIVE BIDDERS
AUTO	LF0056	52.214-7	01-NOV-1999	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
AUTO/DEL	LF0061	52.214-9	01-AUG-2003	RESERVED per FAC 2001-15
AUTO	LF0065	52.214-10	01-JUL-1990	CONTRACT AWARD - SEALED BIDDING
AUTO	LF0075	52.214-12	01-APR-1984	PREPARATION OF BIDS
AUTO	LF0175	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
AUTO	LA0210	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

AUTO/CHANGE LF6500 52.233-2 01-AUG-1996 SERVICE OF PROTEST

(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 Ms. Brenda Haase, Contracting Officer, US Army CECOM, Acquisition Center, AMSEL-AC-CC-RT-W, Building 1208 West, 2nd Floor, Fort Monmouth, NJ 07703-5008.

(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)

AUTO	LF7240	52.252-01	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
AUTO	LM7251	52.XXXX	01-FEB-2004	AMC-LEVEL PROTEST PROGRAM

SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED MS6110 52.6110 01-APR-1991 FAILURE TO COMPLY WITH F. O. B. TERMS

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. Destination for Items(s) 0001 through 0006 in Section B will be rejected as nonresponsive or may be considered unacceptable.

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ADDED MS7100 52.7100 01-SEP-1997 ALL OR NONE BASIS FOR AWARD

ADDED MS7150 52.7150 01-SEP-1997 EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING)

AUTO/CHANGE MS7300 52.7300 01-APR-1992 TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS

a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

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

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

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