

<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 83
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W15P7T-04-R-L014	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RT-R 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 ELECTRONIC SUBMISSION VIA ASFI IBOP until \_\_\_\_\_ (hour) local time 2004SEP04 (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> PINKESH M. PATEL <b>E-mail address:</b> PINKESH.PATEL@MAIL1.MONMOUTH.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (732)427-1542
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**11. Table Of Contents**

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

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

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Jan M. Oberdick, AMSEL-AC-CC RT-R. 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	52.7022	BOA TABLE OF CONTENTS	NOV/1996
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<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO</u>
B	<u>Supplies or Services and Prices/Costs</u>	
C	<u>Description/Specifications/Work Statement</u>	
D	<u>Packaging and Marking</u>	
E	<u>Inspection and Acceptance</u>	
F	<u>Deliveries or Performance</u>	
G	<u>Contract Administration Data</u>	
H	<u>Special Contract Requirements</u>	
I	<u>Contract Clauses</u>	
J	<u>List of Documents, Exhibits and Other Attachments</u>	
K	<u>Representations, Certifications &amp; Other Statements of Offerors or Quoters</u>	

A-3	52.7225	NOTICE TO CONTRACTORS--ELIMINATION OF MILITARY SPECIFICATIONS AND STANDARDS	NOV/1996
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This solicitation contains military specifications and standards. Any suggested alternatives to these (e.g. industry standards,

**Name of Offeror or Contractor:**

performance specifications or commercial items) should be identified in writing to the contract specialist as soon as possible prior to bid opening or solicitation closing date.

A-4

52.7651

PARTNERING CLAUSE

OCT/2001

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor and its major subcontractors engage in the AMC Partnering for Success process.

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

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

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

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

(End of clause)

020b06040202020204 020b06040202020204

1. The Firefinder BOA specifies the basic requirements for a Basic Ordering Agreement (BOA) applicable to the production, delivery, and support of export versions of FIREFINDER AN/TPQ-36 and AN/TPQ-37 weapon locating radars (WLR) for the US Army Communications-Electronics Command (CECOM). The BOA will cover configuration upgrades and ECPs, as required, of all AN/TPQ-36 and the AN/TPQ-37 configurations. The BOA also covers the production and delivery of major radar subsystems; development, test, and delivery of software; the provision of logistic and engineering support services; the provision of essential, recommended, and other spares, and consumables products; and contractor furnished equipment.
2. This document defines the Terms and Conditions for the FMS Firefinder Radar Basic Ordering Agreement(BOA). Sections C through M, Attachments and Exhibits listed in Section J, Raytheon Systems Co. Delivery Orders shall be placed upon Government requirements requisitioned or the need for qualified and approved exchange of non-excess equipment requests.
3. The contractor is in possession of all required drawings, at their facility, to build hardware for delivery orders executed under this BOA; it should be noted that not all drawings are Government drawings.
4. Section J of this BOA contain all Attachments and Exhibits required by the execution of all Delivery Orders placed against this BOA.
5. ETF/GAGES will be neither Government-furnished nor contractor-acquired. This generally occurs when the solicitation is sole-source, and the contractor is in possession of the ETF/GAGES from an earlier, on-going contract. In this case, the ETF/GAGES will be shipped-in-place and used by the contractor on a rent-free, non-interfering basis in the performance of the new contract. Sole Source acquisitions, wherein the Gage Office indicates the contractor possesses ETF/GAGES from an earlier contract, the Contract Specialist will request verification of same from the contractor.

Tool Kit, Firefinder (Org) 5180-01-064-1374

Tool Kit, Firefinder (DS) 5180-00-605-0079

Tool Kit, TK-101 (DS) 5180-00-610-8177

Extender Card (DS) 5999-01-143-3386

Spectrum Analyzer, AN/USM-489(V)1 6625-01-79-9495

Noise Generator 6625-00-489-4312

Power Meter, ME-495/U 6625-00-930-9687

Power Sensor 6625-00-354-9762

Oscilloscope, OS-303/G 6625-01-241-5276

Signal Generator, SG-1207/U 6625-01-436-9449

Power Supply, PP-6294A 6130-01-062-6739

Digital millimeter 6625-00-196-0014

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-L014 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 83
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**Name of Offeror or Contractor:**

MK-2197, DS Tool Kit 5840-01-064-1375  
1 Tool Kit, General Mechanics 5180-00-672-2611  
1 Tool Kit, Firefinder (DS) 5180-01-069-4004

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<p><u>SCIENTIFIC AND TECHNICAL REPORTS</u></p> <p>SCIENTIFIC AND TECHNICAL REPORTS                      (CONFIGURATION CONTROL) IN ACCORDANCE WITH                      CONTRACT DATA REQUIREMENT LIST (DD FORM                      1423), QUANTITIES AND SCHEDULES AS SET                      FORTH                      IN THE WITH DATA ITEM, DESCRIPTION ITEM 16                      ON DD FORM 1423, SEE DATA ACQUISITION DOC                      NO. (DI-MISC-80711A), EXHIBIT A, SECTION J.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>DISTRIBUTION AND ADDRESSES, NUMBER OF                      COPIES SHIP TO AND DELIVERY FOR EACH SLIN                      ARE SET FORTH IN DD FORM 1423, EXHIBIT A,                      SECTION J.</p> <p>(End of narrative F001)</p>	6	LO	\$ ** NSP **	\$ ** NSP **
0001AB	<p><u>TECHNICAL REPORT - STUDY SERVICES</u></p> <p>TECHNICAL REPORT - STUDY SERVICES                      (MAINTENANCE ALLOCATION CHART (MAC) CHANGES)                      IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT                      LIST (DD FORM 1423), QUANTITIES AND                      SCHEDULES AS SET FORTH IN THE WITH DATA                      ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423,                      SEE DATA ACQUISITION DOC NO. (DI-MISC-                      80508A), EXHIBIT B, SECTION J.</p> <p>(End of narrative C002)</p>	1	LO	\$ ** NSP **	\$ ** NSP **



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W15P7T-04-R-L014 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 3                      DEL REL CD QUANTITY DEL DATE                      001 1 SEE DD FORM 1423</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>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES                      SHIP TO AND DELIVERY FOR EACH SLIN ARE SET                      FORTH IN DD FORM 1423, EXHIBIT C, SECTION J.</p> <p>(End of narrative F001)</p> <p><u>LOGISTICS MANAGEMENT INFO DATA PRODUCTS</u></p> <p>LOGISTICS MANAGEMENT INFORMATION (LMI) DATA                      PRODUCTS (DESIGN CHANGE NOTICES (DCN))                      IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT                      LIST (DD FORM 1423), QUANTITIES                      AND SCHEDULES AS SET FORTH IN THE WITH DATA                      ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423,                      SEE DATA ACQUISTION DOC NO. (DI-ALSS-81529),                      EXHIBIT D, SECTION J.</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><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 3                      DEL REL CD QUANTITY DEL DATE                      001 1 SEE DD FORM 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **

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0001AG	<p>(End of narrative F001)</p> <p><u>SCIENTIFIC AND TECHNICAL REPORTS</u></p> <p>SCIENTIFIC AND TECHNICAL REPORTS (DMWR-5840-354, DMWR 11-5840-355-X, DMWR 11-5840-363-2-X, DMWR 11-5840-364, DMWR 11-5840-373-X, DMWR-5840-372-X MODIFICATIONS**) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT LIST (DD FORM 1423), QUANTITIES AND SCHEDULES AS SET FORTH IN THE WITH DATA ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423, SEE DATA ACQUISTIONDOC NO. (DI-MISC-80711A), EXHIBIT G, SECTION J.</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><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR SIG CD MARK FOR TP CD</td> </tr> <tr> <td>001</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>14</td> <td>SEE DD FORM 1423</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES SHIP TO AND DELIVERY FOR EACH SLIN ARE SET FORTH IN DD FORM 1423, EXHIBIT G, SECTION J.</p> <p>(End of narrative F001)</p>	DOC	SUPPL		REL CD	MILSTRIP	ADDR SIG CD MARK FOR TP CD	001		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	14	SEE DD FORM 1423	14	LO	\$ ** NSP **	\$ ** NSP **
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0001AH	<p><u>FIRST ARTICLE TEST PLAN</u></p> <p>FIRST ARTICLE TEST PLAN (FIRST ARTICLE TEST PLAN) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT LIST (DD FORM 1423), QUANTITIES AND SCHEDULES AS SET FORTH IN THE WITH DATA ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423, SEE DATA ACQUISITION DOC NO. (DI-NDTI-81307), EXHIBIT H, SECTION J.</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><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>6</td> <td>SEE DD FORM 1423</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES SHIP TO AND DELIVERY FOR EACH SLIN ARE SET FORTH IN DD FORM 1423, EXHIBIT H, SECTION J.</p> <p>(End of narrative F001)</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	6	SEE DD FORM 1423				6	LO	\$ ** NSP **	\$ ** NSP **
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	6	SEE DD FORM 1423																																	
0001AJ	<p><u>TEST/INSPECTION PLAN</u></p> <p>TEST/INSPECTION REPORT (FIRST ARTICLE TEST REPORT/ACCEPTANCE TEST REPORT) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT LIST (DD FORM</p>	2	LO	\$ ** NSP **	\$ ** NSP **																														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>1423), QUANTITIES AND SCHEDULES AS SET FORTH IN THE WITH DATA ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423, SEE DATA ACQUISTION DOC NO. (DI-NDTI-80809B), EXHIBIT J, SECTION J.</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><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 3                      DEL REL CD QUANTITY DEL DATE                      001 2 SEE DD FORM 1423</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>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES SHIP TO AND DELIVERY FOR EACH SLIN ARE SET FORTH IN DD FORM 1423, EXHIBIT J, SECTION J.</p> <p>(End of narrative F001)</p>				
0001AK	<p><u>FIRST ARTICLE SUPPLEMENT TEST PLAN</u></p> <p>FIRST ARTICLE SUPPLEMENT TEST PLAN (GROUP C TEST PLAN) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT LIST (DD FORM 1423), QUANTITIES AND SCHEDULES AS SET FORTH IN THE WITH DATA ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423, SEE DATA ACQUISTION DOC NO. (DI-NDTI-81307), EXHIBIT K, SECTION J.</p> <p>(End of narrative C001)</p>	2	LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 3</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 2 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES                      SHIP TO AND DELIVERY FOR EACH SLIN ARE SET                      FORTH IN DD FORM 1423, EXHIBIT L, SECTION J.</p> <p>(End of narrative F001)</p>				
0001AM	<p>SCIENTIFIC AND TECHNICAL REPORTS</p> <p>SCIENTIFIC AND TECHNICAL REPORTS (FAILED                      ITEM ANALYSIS REPORT) IN ACCORDANCE WITH                      CONTRACT DATA REQUIREMENT LIST (DD FORM                      1423), QUANTITIES AND SCHEDULES AS SET FORTH                      IN THE WITH DATA ITEM, DESCRIPTION ITEM 16                      ON DD FORM 1423, SEE DATA ACQUISTION DOC NO.                      (DI-MISC-80711A), EXHIBIT M, SECTION J.</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><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 3</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 2 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p>	2	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES                      SHIP TO AND DELIVERY FOR EACH SLIN ARE SET                      FORTH IN DD FORM 1423, EXHIBIT M, SECTION J.</p> <p>(End of narrative F001)</p>				
0001AN	<p><u>TEST/INSPECTION REPORT</u></p> <p>TEST/INSPECTION REPORT (ENVIRONMENTAL                      REINSPECTION) IN ACCORDANCE WITH CONTRACT                      DATA REQUIREMENT LIST (DD FORM 1423),                      QUANTITIES AND SCHEDULES AS SET FORTH IN                      THE WITH DATA ITEM, DESCRIPTION ITEM 16 ON                      DD FORM 1423, SEE DATA ACQUISITION DOC NO.                      (DI-NDTI-80809B), EXHIBIT N, SECTION J.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>DISTRIBUTION AND ADDRESSES, NUMBER OF                      COPIES SHIP TO AND DELIVERY FOR EACH SLIN                      ARE SET FORTH IN DD FORM 1423, EXHIBIT N,                      SECTION J.</p> <p>(End of narrative F001)</p>	2	LO	\$ ** NSP **	\$ ** NSP **
0001AP	<p><u>ELECTROMAGNETIC INTERFERENCE TEST PROCEDURES</u></p> <p>ELECTROMAGNETIC INTERFERENCE TEST PROCEDURES                      (EMITP) IN ACCORDANCE WITH CONTRACT DATA                      REQUIREMENT LIST (DD FORM 1423), QUANTITIES                      AND SCHEDULES AS SET FORTH IN THE WITH DATA</p>	2	LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423,                      SEE DATA ACQUISITION DOC NO. (DI-EMCS-                      80201A), EXHIBIT P, SECTION J.</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><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 3                      DEL REL CD QUANTITY DEL DATE                      001 2 SEE DD FORM 1423</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>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES                      SHIP TO AND DELIVERY FOR EACH SLIN ARE SET                      FORTH IN DD FORM 1423, EXHIBIT P, SECTION J.</p> <p>(End of narrative F001)</p>				
0001AQ	<p><u>ELECTROMAGNETIC INTERFERENCE TEST REPORT</u></p> <p>ELECTROMAGNETIC INTERFERENCE TEST REPORT                      (EMITR) IN ACCORDANCE WITH CONTRACT DATA                      REQUIREMENT LIST (DD FORM 1423), QUANTITIES                      AND SCHEDULES AS SET FORTH IN THE WITH DATA                      ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423,                      SEE DATA ACQUISITION DOC NO. (DI-EMCS-                      80200A), EXHIBIT Q, SECTION J.</p> <p>(End of narrative C001)</p>	2	LO	\$ ** NSP **	\$ ** NSP **



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS	<p>(End of narrative F001)</p> <p><u>TECHNICAL REPORT - STUDY/SERVICES</u></p> <p>TECHNICAL REPORT - STUDY/SERVICES (PRODUCT DATA) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT LIST (DD FORM 1423), QUANTITIES AND SCHEDULES AS SET FORTH IN THE WITH DATA ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423, SEE DATA ACQUISTION DOC NO. (DI-MISC-80508), EXHIBIT S, SECTION J.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES SHIP TO AND DELIVERY FOR EACH SLIN ARE SET FORTH IN DD FORM 1423, EXHIBIT S, SECTION J.</p> <p>(End of narrative F001)</p>	2	LO	\$ ** NSP **	\$ ** NSP **
0001AT	<p><u>INTEGRATED MASTER SCHEDULE (IMS)</u></p> <p>INTEGRATED MASTER SCHEDULE (IMS) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENT LIST (DD FORM 1423), QUANTITIES AND SCHEDULES AS SET FORTH IN THE WITH DATA ITEM, DESCRIPTION ITEM 16 ON DD FORM 1423, SEE DATA ACQUISTION DOC NO. (DI-MGMT-80368), EXHIBIT T, SECTION J.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p>	1	LO	\$ ** NSP **	\$ ** NSP **



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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>DISTRIBUTION AND ADDRESSES, NUMBER OF COPIES SHIP TO AND DELIVERY FOR EACH SLIN ARE SET FORTH IN DD FORM 1423, EXHIBIT U, SECTION J.</p> <p>(End of narrative F001)</p>				

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MOD/AMD

**Name of Offeror or Contractor:**Regulatory CiteTitleDate

B-1

52.6101

ALTERNATE PRICING WITH ALTERNATE COMMERCIAL PACKAGING

NOV/1996

(a) If the bidder/offeror elects to bid/offer on CLIN MATRIX utilizing its alternate commercial packaging in accordance with the clause in Section D entitled 'Conditions for Acceptability of Alternate Commercial Packaging,' the CLIN(s) and the Unit Price(s) shall be indicated in the space provided below.

SLINUNIT PRICE

(b) The Government reserves the right to make the award based on the evaluation methods set forth in the provision in Section M entitled 'Packaging Evaluation' and the prices indicated by the bidder/offeror, above, without further discussion.

(c) Pricing of military packaging CLIN(s) UNKNOWN is mandatory and failure to price them will render the bid nonresponsive or may render the offer unacceptable.

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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
C-2	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 -1- 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 -2- 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 -3-. 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 -4-, and Supplement -5-. 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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 23 of 83</b>
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**Name of Offeror or Contractor:**

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 -6-, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

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

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

b. Disposition of Drawings and Specifications.

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

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

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

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

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

DEFINITION OF DAC/DAYS AFTER CONTRACT

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

(-7-) effective date of contract.

(-8-) date of contract award.

(End of clause)

C-3            52.6905            DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED            JUL/1999  
DOCUMENTS (STATEMENT OF WORK)

1. The Document Summary List (DSL) (Attachment Nr 002) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

**Name of Offeror or Contractor:**

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

3. The Document Summary List is presented in the following format (SEE ATTACHMENT 002, SECTION J:

## DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME

DOCUMENT TITLE

DOCUMENT DATE

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

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 01 July 2004 and DODISS Supplement dated 01 May 2004 or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L). When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

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

5. The following document categories apply:

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

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

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

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

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

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

FAX: (215) 697-1462

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

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

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

American Society for Testing and Materials

**Name of Offeror or Contractor:**

100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959

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

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

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

a. Drawing Review and Certification.

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

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

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

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

b. Disposition of Drawings and Specifications.

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

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

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

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

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

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this

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solicitation or contract, means days after (checked date applies):

 effective date of contract. date of contract award.

(End of clause)

C-4

52.6930

POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK)

SEP/1992

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

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

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

(End of clause)

D-2	52.7035	PRESERVATION, PACKING, MARKING, AND TESTING INSTRUCTIONS FOR OTHER SERVICES	APR/1999
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Preservation, Packing, Marking, and Testing instructions for other services, for Foreign Military Sales (FMS) and Security Assistance where the acquiring country requires military packaging, shall be in accordance with AMSEL-AC Form 5431-4 attached in Section J.

D-3	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-4	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

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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 be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

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

(End of clause)

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

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

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

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

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

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

D-6            52.7044            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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-R-L014 <b>MOD/AMD</b>	<b>Page 29 of 83</b>
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**Name of Offeror or Contractor:**

100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

D-7      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.

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-04	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.7023	SECTION E - INSPECTION AND ACCEPTANCE	MAR/1989

The clauses included in this Section E are mandatory when order being issued fits the circumstances. Appropriate clauses will be incorporated into the order.

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.7023	SECTION F - DELIVERIES OR PERFORMANCE	MAR/1989

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

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

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

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

F-7	52.7025	VERIFICATION OF 'SHIP TO' AND/OR 'NOTICE OF AVAILABILITY' ADDRESS FOR FMS	APR/1984
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The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the 'Ship To' address. If the offer/release instructions require a 'Notice of Availability,' the contractor shall also request verification of the address to which notification will be made (the 'TAC 3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date Notice of Availability is to be submitted, or (ii) actual shipping date if shipment is to be released automatically.

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## SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	52.6075 FOREIGN MILITARY SALES OR MILITARY ASSISTANCE PROGRAM DATA	JUL/1986
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This contract involves Foreign Military Sales (FMS) or Military Assistance Program (MAP) (Grant Aid). The following special markings, applicable FMS country and case identifier or MAP Record Control/Program/Directive Number identifier, as applicable, are provided for the contractor to comply with DFARS Appendix F-301 Block 16(iv)(L):

CLIN/SLIN: To be provided upon issue of Delivery Order

FMS Country and case identifier or  
MAP Record Control/Program/Directive  
Number Identifier: To be provided upon issue of Delivery Order

Special Markings: To be provided upon issue of Delivery Order

G-2	252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003
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Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-3	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.

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**Name of Offeror or Contractor:**

G-4 52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE MAR/1999

Project Designation: FOREIGN MILITARY SALES FOR FIREFINDER RADARSInitiating Activity: SECURITY ASSISTANCE MANAGEMENT DIRECTORATE (SAMD) / MS. PAMELA DELAINE  
(Item/Project Manager)Controlled Item Report Requirements: N/AInvoice Address: SEE BLOCK 15 OF DD FORM 1155

## INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: MR. PINKESH M. PATELOrganization Code: AMSEL-AC-CC-RT-RTelephone Area Code and No.: (732)-427-1542DSN/Autovon No.: 987-1542

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:

Address: \_  
(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-5 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.

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Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box [AMSEL-AC-SP-D@mail1.monmouth.army.mil](mailto: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-6                      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

<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.

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The parties hereto recognize that any technical data and computer software being purchased hereunder will be provided to a foreign government. The parties further recognize that the clauses in this contract dealing with rights in technical data, computer software and patent indemnity may be drafted in terms or rights flowing to the United States Government. Accordingly, the Contractor agrees to grant, and by incorporation of this clause in the contract document, does grant, that foreign government the same rights in technical data, computer software and patent indemnity as would be granted to the United States Government by operation of those clauses in the contract document dealing with rights in technical data, computer software, and patent indemnity, except that no right to computer source code for the foreign government are provided in this contract. For purposes of contract administration, the parties agree that the clauses will be administered with the foreign government in such a manner as best approximates that set out with respect to the United States Government.

\*\*\* END OF NARRATIVE H 001 \*\*\*

	<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
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(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 OFFICE/OUTLOOK

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

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

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

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

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

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

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

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(i) The Contracting Officer's e-mail address is: )  
 The Contract Specialist's e-mail address is: ) TO BE IDENTIFIED IN INDIVIDUAL ORDERS  
 The Technical Point of Contact's e-mail address is: )

(End of clause)

H-3 52.6115 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APR/1999  
 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:

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN: AMSEL-LC-SA-IEW (PAMELA DELAINE) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN: AMSEL-AC-CC-RT-R(PAT) 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 52.6130 SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (EQUIPMENT) JUN/2002

1. The government shall furnish the following property to the contractor for use in performance of this contract.

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NATIONAL STOCK NUMBER	DESCRIPTION	QUANTITY	DATE TO BE DELIVERED	PURPOSE FOR WHICH FURNISHED	ACQUISITION VALUE
	AN/TPQ-37(V)	01	ALREADY IN PLACE AT THE RAYTHEON FULLERTON FACILITY UNDER CURRENT BOA DAAB07-00-D-H002		

The pertinent Government Furnished Property will be transferred from Contract DAAB07-00-D-H002.

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

a. Except as provided by paragraph 4 below (Procurement Models), delivery schedules shall be based on the GFP delivery dates specified above.

b. If the GFP is not received in accordance with the above schedule, the contractor shall notify the Procuring Contracting Officer (PCO) within seven days after the date for receipt established by the above schedule.

c. Note Concerning Electronic Test Fixtures and Mechanical Gages. When Electronic Test Fixtures (ETF) and/or Mechanical Gages (GAGES) are to be acquired by the contractor, such ETF/GAGES will become government property upon government acceptance, and the shipment and disposition instructions of this provision apply.

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

a. Complete the appropriate form:

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

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

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

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

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

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

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

4. Procurement Models. If the 'Statement of Work for Procurement Model' is included with this contract (see Section J), the

**Name of Offeror or Contractor:**

contractor may obtain the procurement model, at the contractor's expense and risk, any time after five calendar days after the effective date of this contract. The contractor will contact the PCO to arrange this transaction.

5. Maintenance Data Test Equipment. Any property listed in paragraph 1 as 'Maintenance Data Test Equipment' shall be used by the contractor to test the preproduction model for the purpose of developing maintenance data for the required technical literature. The government's action in furnishing such test equipment shall not in any way modify, limit, or nullify the contractor's responsibility to furnish all required maintenance data. Such test equipment shall be returned to the government concurrently with the initial production delivery.

(-21-) STANDARD CLAUSE (X will be inserted if paragraph is applicable; if not applicable, N/A should be inserted. See Variable Clause, paragraph 6, at end of clause.)

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

Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall return to the government all GFP not utilized in performance of this contract or otherwise disposed of by direction of the Contracting Officer. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

a. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures' located in Section C.

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

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

Commander  
US Army Communications-Electronics Command  
ATTN: AMSEL-LC-LEO-D-DP  
Fort Monmouth, NJ 07703-5006.

(-22-) VARIABLE CLAUSE

6. Shipment and Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO. Once received, the contractor shall return all GFP to the government in accordance with these instructions.

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

b. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures', located in Section C.

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

(-23-) (insert info received from LEO via Request for Avail AMSEL-AC-FL 373).

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

Commander  
US Army Communications-Electronics Command  
ATTN: AMSEL-LC-LEO-D-DP  
Fort Monmouth, NJ 07703-5006.

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(End of clause)

H-5

52.7021

SECTION H - SPECIAL CONTRACT REQUIREMENTS

APR/1991

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

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

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

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

5. ORDERS:

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

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

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

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

## 6. The government contemplates issuance of:

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

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

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

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

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

a. Basic Ordering Agreement reference.

b. Negotiation authority.

c. Order Number.

d. Order priority rating.

e. Discount terms.

f. Government point of contact.

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

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

i. Criteria for acceptance.

j. F.O.B. point and applicable F.O.B. clause(s).

k. The point of final inspection and acceptance of services or supplies ordered.

l. Applicable inspection clause(s).

m. Required delivery schedule or period of performance and the effective date from when billing shall begin.

n. Packing and marking requirements.

o. Data, drawings, specifications, or other source material including the end item equipment or applicable component, if any, to be furnished by the government and dates which contractor may expect to receive the data or equipment.

p. Government authorization for the use of government-owned facilities, if applicable.

q. Security handling requirements (DD Form 254), if applicable.

r. Citation of funds, office of payment, and other instructions or information pertinent to the specific order hereunder.

s. 'As Required' clauses from Section I applicable to the order by FAR/DFARS Reference No., Title and Date.

**8. ORDERING PROCEDURE:**

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

ORDERS AT AN ESTIMATED  
COST AND/OR CEILING PRICE

ORDERS AT  
FIXED TERMS

STEP I

DD 1155  
citing maximum price or ceiling limitation.

DD 1155

STEP II

SF 30 definitizing the DD 1155 or SF 26 after negotiation of  
consideration, delivery and all terms and conditions.

N/A

b. All orders issued by the government hereunder shall incorporate by reference the terms of the Basic Ordering Agreement.

c. A Delivery Order shall be 'issued' for purposes of this contract at the time the government deposits the order in the mail.

d. The government contemplates issuance of the following types of orders:

(1) Priced Order

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

(2) Unpriced Order

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

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receipt of the order. Acceptance of an order must be acknowledged immediately using the format set forth below.

CONTRACTOR'S RECEIPT: (Orders at established estimated cost and fee consideration or ceiling limitations):

The contractor hereby acknowledges receipt of this order.

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

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

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

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

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

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

(vi) In addition to a monetary limitation, unpriced orders to be definitized on a firm fixed price basis may contain a ceiling price subject to DOWNWARD NEGOTIATION ONLY. Upon acceptance of an unpriced order

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citing a ceiling price, the contractor will negotiate a firm fixed price. If the order contains a specific Economic Price Adjustment clause, the ceiling price will limit the original order price and not the escalation for cost increases occurring subsequent to definitization of the unpriced order.

(vii) The parties may, when deemed necessary by the Contracting Officer to support program objectives, negotiate a firm delivery schedule prior to issuance of an unpriced order. The order will reflect that the delivery schedule is firm and that the parties have agreed thereto. The contractor's acceptance of the order shall constitute acknowledgement of such agreement.

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

(1) Definitize orders after negotiation;

(2) Confirm consideration or agreements by the parties;

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

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

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

H-6

52.7358

TRANSPORTATION - FOREIGN MILITARY SALE (DCMC ADMINISTERED)

JUL/1997

This order (or portion thereof) is for a Foreign Military Sale administered by the Defense Contract Management Command (DCMC). The contractor is required to call the Transportation Office at the cognizant DCMC ten working days prior to shipment to verify the mailing address and/or freight address.

H-7

52.7630

YEAR 2000 COMPLIANCE

APR/2001

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

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.203-3	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	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-13	52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB/1995
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-20	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-21	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-22	52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-24	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) AND ALTERNATE I (OCT 1997)	OCT/1997
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT/1997
I-27	52.216-04	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIALS	JAN/1997
I-28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-29	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-30	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALT. II (OCT 01)	JAN/2002
I-31	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-32	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-33	52.222-03	CONVICT LABOR	JUN/2003
I-34	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/1995
I-35	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-36	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-37	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
I-39	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-40	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-41	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-42	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT	FEB/2002
I-43	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-44	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-45	52.225-5	TRADE AGREEMENTS	JUN/2004
I-46	52.225-8	DUTY- FREE ENTRY	FEB/2000
I-47	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-48	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-49	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-50	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-51	52.227-09	REFUND OF ROYALTIES	APR/1984
I-52	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-53	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-54	52.230-2	COST ACCOUNTING STANDARDS	APR/1998

## CONTINUATION SHEET

## Reference No. of Document Being Continued

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## Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-55	52.232-01	PAYMENTS	APR/1984
I-56	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-57	52.232-11	EXTRAS	APR/1984
I-58	52.232-16	PROGRESS PAYMENTS (APR 03) AND ALTERNATE III (APR 03)	APR/2003
I-59	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-60	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-61	52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	MAY/1999
I-62	52.233-1	DISPUTES	JUL/2002
I-63	52.233-1	DISPUTES (JUL 2002) AND ALTERNATE I (DEC 1991)	JUL/2002
I-64	52.242-13	BANKRUPTCY	JUL/1995
I-65	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-66	52.243-01	CHANGES - FIXED PRICE (AUG 1987) AND ALTERNATE II (APR 1984)	AUG/1987
I-67	52.243-01	CHANGES - FIXED PRICE (AUG 1987) AND ALTERNATE I (APR 1984)	AUG/1987
I-68	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-69	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-70	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-71	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-72	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-73	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-74	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-75	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-76	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-77	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-78	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-79	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-80	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-81	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-82	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-83	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-84	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-85	252.225-7036	BUY AMERICAN ACT-- FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	JAN/2004
I-86	252.225-7036	BUY AMERICAN ACT-- FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM (JAN04) AND ALTERNATE I (JAN04)	JAN/2004
I-87	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-88	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-89	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-90	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-91	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-92	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-93	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-94	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-95	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-96	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-97	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-98	252.241-7001	GOVERNMENT ACCESS	DEC/1991
I-99	252.242-7000	POST AWARD CONFERENCE	DEC/1991
I-100	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-101	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-102	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-103	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-104	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-105	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-106	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-107	52.204-1	APPROVAL OF CONTRACT	DEC/1989

This contract is subject to the written approval of MR. GREGORY LANDON, IEW BRANCH CHIEF and shall not be binding until so approved.

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I-108 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING SEP/1989

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

(b) The Contractor shall submit the first article test report within TO BE DETERMINED calendar days from the date of this contract to TBD marked 'FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_.' Within TBD 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 acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for convenience of the Government.

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

I-109 52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES JAN/1997

(a) The Contractor warrants that the unit price stated in the Schedule for EACH INDIVIDUAL DELIVERY ORDER is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term 'unit price' excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term 'established price' means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

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

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

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

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

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

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

(End of clause)

I-110            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 29 SEPTEMBER 2004 through 29 SEPTEMBER 2007.

(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-111            52.216-21            REQUIREMENTS            OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as 'estimated' or 'maximum' in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 29 SEPTEMBER 2007.

(End of clause)

I-112            52.217-6            OPTION FOR INCREASED QUANTITY            MAR/1989

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer

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may exercise the option by written notice to the Contractor within TBD based on INDIVIDUAL DELIVERY ORDERS. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

I-113 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 29 September 2008.

(End of Clause)

I-114 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS (DEC 01) AND ALTERNATE I (DEC 01) DEC/2001

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

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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 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.

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(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 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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I-115

52.229-6

TAXES--FOREIGN FIXED PRICE CONTRACTS

JUN/2003

a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause -

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned" means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes" include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax" means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis

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of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of Clause)

I-116 52.229-7 TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS JAN/1991

(a) 'Contract date,' as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of TO BE DETERMINED ON INDIVIDUAL DELIVERY ORDER (NAME OF FOREIGN GOVERNMENT) have agreed shall not apply to expenditures made by the United States in TO BE DETERMINED ON INDIVIDUAL DELIVERY ORDER (NAME OF COUNTRY), or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of TO BE DETERMINED ON INDIVIDUAL DELIVERY ORDER (NAME OF COUNTRY). If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of TO BE DETERMINED ON INDIVIDUAL DELIVERY ORDER (NAME OF FOREIGN GOVERNMENT) agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in TO BE DETERMINED ON INDIVIDUAL DELIVERY ORDER (NAME OF COUNTRY), the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.00.

I-117 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA MAR/2001

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

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

'Defect,' means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

'Supplies,' means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means 'data.'

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor -1-.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within -2-. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within -3- a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be

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undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

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

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within -4- to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

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

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause-

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within FIFTEEN DAYS after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at -6-.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to-

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise-

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(i) Obtain detailed recommendations for corrective action and either-

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

I-118            52.252-04            ALTERATIONS IN CONTRACT  
 Portions of this contract are altered as follows: -1-

APR/1984

(End of clause)

I-119            252.211-7003            UNIQUE ITEM IDENTIFICATION AND VALUATION

JAN/2004

[252.211-7003 Item Identification and Valuation.

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

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

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

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

Concatenated unique item identifier means-

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

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

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

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

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

(1) For items that are serialized within the enterprise identifier, the unique identifier shall

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include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

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

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

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

Governments unit acquisition cost means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identification.

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



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

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

\*\* Once per item.

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

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

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

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

- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the

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procedures at <http://www.acq.osd.mil/uid>.

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

(End of clause)]

I-120 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to-

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of N/A, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

I-121 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997

OR PRICING DATA--MODIFICATIONS (OCT 1997) AND ALTERNATE II (OCT 1997)

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(End of clause)

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52.222-26

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

APR/2002

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

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

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

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

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

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

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

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

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

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

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

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP)

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for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

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

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

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

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

(End of Clause)

I-123 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

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

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

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

(End of clause)

I-124 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-125 52.232-32 PERFORMANCE-BASED PAYMENTS

FEB/2002

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a

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single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event of performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

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(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

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(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

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(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I-126            52.234-1            INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III            DEC/1994  
(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

I-127            52.252-02            CLAUSES INCORPORATED BY REFERENCE            FEB/1998  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- http://www.arnet.gov/far
- http://farsite.hill.af.mil

(End of Clause)

I-128            252.216-7003            ECONOMIC PRICE ADJUSTMENT--WAGE RATES OR MATERIAL PRICES CONTROLLED            JUN/1997  
BY A FOREIGN GOVERNMENT

(a) The Contractor represents that the prices set forth in this contract--

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of \_\_\_\_\_  
(Offeror insert name of host country); and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:

(1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's

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request.

(2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

(c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of the contract.

(End of clause)

I-129            252.225-7043            ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE            JUN/1998  
THE UNITED STATES

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:

HQDA (DAMO-ODL/ODCSOP;  
Telephone: DSN 225-8491  
Commercial: (703) 695-8491

(End of clause)

I-130            252.232-7003            ELECTRONIC SUBMISSION OF PAYMENT REQUESTS            JAN/2004

(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

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

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

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

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

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

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

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

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

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

(End of clause)

I-131

232.501-1

CUSTOMARY PROGRESS PAYMENT RATES

OCT/2001

(a)(i) The customary uniform progress payment rate for DoD contracts, including contracts that contain foreign military sales (FMS) requirements, are 80 percent for large business concerns, 90 percent for small business concerns, and 95 percent for small disadvantaged business concerns.

(End of Regulation)

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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	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AA (SCIENTIFIC AND TECHNICAL REPORTS)	12-JUL-2004	001	EMAIL
Exhibit B	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AB (TECHNICAL REPORT - STUDY SERVICES)	12-JUL-2004	001	EMAIL
Exhibit C	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AC (LOGISITICS MANAGEMENT INFORMATION (LMI) SUMMARIES)	12-JUL-2004	001	EMAIL
Exhibit D	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AD (LOGISTICS MANAGEMENT INFORMATION DATA PRODUCTS)	12-JUL-2004	001	EMAIL
Exhibit E	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AE (SCIENTIFIC AND TECHNICAL REPORTS)	12-JUL-2004	001	EMAIL
Exhibit F	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AF (SCIENTIFIC AND TECHNICAL REPORTS)	12-JUL-2004	001	EMAIL
Exhibit G	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AG (SCIENTIFIC AND TECHNICAL REPORTS)	12-JUL-2004	001	EMAIL
Exhibit H	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AH (FIRST ARTICLE TEST PLAN)	12-JUL-2004	001	EMAIL
Exhibit J	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AJ (TEST/INSPECTION REPORT)	12-JUL-2004	001	EMAIL
Exhibit K	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AL (FRIST ARTICLE SUPPLEMENT TEST PLAN)	12-JUL-2004	001	EMAIL
Exhibit L	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AM (SUPPLEMENT TEST/INSPECTION REPORT)	12-JUL-2004	001	EMAIL
Exhibit M	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AN (SCIENTIFIC AND TECHNICAL REPORTS)	12-JUL-2004	001	EMAIL
Exhibit N	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AP (TEST/INSPECTION REPORT)	12-JUL-2004	001	EMAIL
Exhibit P	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AQ (ELECTROMAGNETIC INTERFERENCE TEST PROCEDURES (EMITP))	12-JUL-2004	001	EMAIL
Exhibit Q	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AR (ELECTROMAGNETIC INTERFERENCE TEST REPORT (EMITR))	12-JUL-2004	001	EMAIL
Exhibit R	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AS (TEST/INSPECTION REPORT)	12-JUL-2004	001	EMAIL
Exhibit S	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AT (TECHNICAL REPORT - STUDY/SERVICES)	12-JUL-2004	001	EMAIL
Exhibit T	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AU (INTEGRATED MASTER SCHEDULE (IMS))	12-JUL-2004	001	EMAIL
Exhibit U	DATA ITEM - CDRL DD FORM 1423 - SLIN 0001AV (STATUS REPORT)	12-JUL-2004	001	EMAIL
Attachment 001	STATEMENT OF WORK (SOW) FOR FIREFINDER AN/TPQ-37 AND AN/TPQ-36 BOA (INCLUDING CDRLS SEE EXHIBITS A-U)	12-JUL-2004	087	EMAIL
Attachment 002	DOCUMENT SUMMARY LIST FOR FIREFINDER FMS RADARS	12-JUL-2004	004	EMAIL
	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>	
J-1	52.6010	CONVENIENCE ENCLOSURES		APR/1984

Enclosed for your convenience (yes/no) at time of solicitation is/are the following, as indicated:

ENCLOSED

DD Form 1425, Specifications and Standards Request	N/A
DRSEL-PC 5076-1, Pre-Addressed Return Label	N/A
Fort Monmouth Vicinity Sketch and Information Map	N/A

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
K-3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
K-4	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-6	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-7	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
K-8	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-9	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-10	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 \_\_\_334511.

(2) The small business size standard is 750.

(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 is \* 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.

**Name of Offeror or Contractor:**

(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

(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.

**Name of Offeror or Contractor:**

(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-11 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

K-12 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.

**Name of Offeror or Contractor:**

(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;

( ) 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)



Name of Offeror or Contractor:

AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K-16 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

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

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

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

(End of provision)

K-17 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM OCT/2000

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

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

The offeror \_\_\_ is, \_\_\_ is not an emerging small business.

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

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

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

K-18            52.222-18            CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS            FEB/2001

(a) Definition. Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

(End of provision)

K-19            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

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before subcontract awards.

K-20            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-21            52.225-6            TRADE AGREEMENTS CERTIFICATE            MAY/2000

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

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

Other End Products

Line Item No.	Country of Origin:
---------------	--------------------

[List as necessary]

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

(End of Provision)

K-22            52.227-06            ROYALTY INFORMATION            APR/1984

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

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.

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(8) Total dollar amount of royalties.

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

K-23            52.230-1            COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION            JUN/2000  
 Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

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

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

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

(c) Check the appropriate box below:

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

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

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

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

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

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

(    ) (2) Certificate of Previously Submitted Disclosure Statement

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

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

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

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



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

"(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none'.

(3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K-25 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

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

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

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

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

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

(b) Information to be reported includes that for-

- (1) Subcontracts;
- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using-

- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.

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

(End of provision)]

K-26 252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM JAN/2004

CERTIFICATE

As prescribed in 225.1101(9), use the following provision:

BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)

(a) Definitions. "Domestic end product," "foreign end product," "Free Trade Agreement country end product," "qualifying country end product," and "United States" have the meanings given in the Buy American Act--Free Trade Agreements--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) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement 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-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

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(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 shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:  
(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:  
(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.

(Line Item Number) (Country of Origin (If known))

(End of provision)

K-27 252.247-7022 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-28 52.7130 INSURANCE STATEMENT OF OFFEROR APR/1991

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

K-29 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	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-3	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-4	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-5	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-6	252.206-7000	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-7	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
L-8	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
L-9	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) AND ALTERNATE III (OCT 1997)	OCT/1997

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406.2.

(c) Submit the cost portion of the proposal via the following electronic media: ELECTRONIC MAIL AND/OR FACSIMILE

(End of provision)

L-10 52.216-01 TYPE OF CONTRACT APR/1984

The Government contemplates award of a FIRM-FIXED PRICE contract resulting from this solicitation.

(End of Provision)

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L-11            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  
JAN OBERDICK, CECOM ACQ CENTER, AMSEL-AC-CC-RT-R(OBR), FORT MONMOUTH, NJ 07703-500, TEL 732-532-4385.

(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-12            52.6205            PRICE SUPPORT            SEP/1997

Offerors shall provide the following information, which is required to support price reasonableness or cost realism in accordance with FAR 15.403-3: COST PROPOSAL

L-13            52.211-2            AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L            JAN/2004

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>;

(b) By submitting a request to the- Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

(End of provision)

L-14            52.215-20            REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) AND ALTERNATE II (OCT1997)            OCT/1997

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(End of provision)

L-15 52.232-28 INVITATION TO PROPOSE PERFORMANCE- BASED PAYMENTS MAR/2000

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

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(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

L-16            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-17            52.XXXX            AMC-LEVEL PROTEST PROGRAM            FEB/2004  
LM7251            AMC-LEVEL PROTEST PROGRAM            FEB 2004  
52.7251

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

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

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

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

The CC website address is:

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

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

(End of Clause)

L-18            52.7395            COST OF MONEY FOR FACILITIES CAPITAL            SEP/1997

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

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Contracting Officer, Form CASB-CMF (Facilities Capital Cost of Money Factors Computation).

L-19

52.7455

MAKE OR BUY PROGRAM

APR/1991

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

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

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

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

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

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

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

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

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

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

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

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

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