

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 48	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W15P7T-04-R-C403	
7. For Solicitation Information Call:		A. Name ROBERT JONES		B. Telephone Number (No Collect Calls) (732)427-1613		6. Solicitation Issue Date	
9. Issued By Code W15P7T COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCA-RT-E FORT MONMOUTH, NJ 07703-5008		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 333611 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms	
e-mail: ROBERT.JONES@MAIL1.MONMOUTH.ARMY.MIL		13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) <input checked="" type="checkbox"/>		13b. Rating DOA7		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. Deliver To Code SEE SCHEDULE		16. Administered By Code					
Telephone No.		17. Contractor/Offeror Code Facility					
18a. Payment Will Be Made By Code		Telephone No.					
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
(Use Reverse and/or Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data					26. Total Award Amount (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1,52.212-4,FAR 52.212-3 And 52.212-5 Are Attached. Addenda					<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda					<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:		
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	

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

32a. Quantity In Column 21 Has Been

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

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative		32f. Telephone Number of Authorized Government Representative			
		32g. E-Mail of Authorized Government Representative			
33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number	
<input type="checkbox"/> Partial <input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment		41c. Date		42a. Received By (Print)	
41b. Signature And Title Of Certifying Officer				42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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Name of Offeror or Contractor:		

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
<p>(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.</p>			

(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), Thomas S. McConnell, Jr. 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

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	SUPPLIES OR SERVICES AND PRICES/COSTS																
0001	SECURITY CLASS: Unclassified																
0001AA	<p>NSN: <u>7510-01-515-1170</u></p> <p>NOUN: DISPLAY UNIT</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>25</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </tbody> </table> <p>0001AA Program Year 1</p> <p>This acquisition is for a five-year, firm-fixed price, indefinite delivery indefinite quantity contract for Display Unit(s) for up to 1500 each, NSN: 7025-01-515-1170, IAW SOW in Section J. Note: See Ordering, Section I, IAW FAR 52.216-18.</p> <p>Note: Please provide pricing for all Clin(s) for all ranges and all years (Program Year 1-5).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	25	50	\$	51	100	\$	101	300	\$		EA	\$ _____	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
25	50	\$															
51	100	\$															
101	300	\$															
0001AB	<p><u>SCIENTIFIC & TECHNICAL REPORTS</u></p> <p>NOUN: SCIENTIFIC & TECH REPORTS</p> <p>Scientific & Technical Reports IAW Contract Data Requirements List, DD Form 1423, DI-MISC-80711A, Exhibit A, SOW, Section Configuration Control Control, Para 3.2 .</p>		LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>												

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W15P7T) COMMANDER US ARMY CECOM BLDG * FORT MONMOUTH, NJ 07703-5000				
0001AC	<u>BAR CODE IDENTIFICATION REPORTS</u> NOUN: BAR CODE IDENTIFICATION REPORT Bar Code Identification Report IAW Contract Data Requirements List, DD Form 1423, DI-MGMT-80177A, Exhibit B, SOW Para. 4.1.5		LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				
0002	SECURITY CLASS: Unclassified				
0002AA	<u>NSN: 7510-01-515-1170</u> NOUN: DISPLAY UNIT		EA	\$ _____	\$ _____
	<u>Range Quantities</u> FROM TO UNIT PRICE 25 50 \$				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	51 100 \$ 101 300 \$ 0002AA Program Year 2 This acquisition is for Year 2 for a five-year, firm-fixed price, indefinite delivery quantity contract for Display Unit(s). NSN: 7025-01-515-1170, IAW SOW in Section J. Note: See Ordering, Section I, IAW FAR 52.216-18. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0002AB	<u>SCIENTIFIC & TECHNICAL REPORTS</u> NOUN: SCIENTIFIC & TECH REPORTS Scientific & Technical Reports IAW Contract Data Requirements List, DD Form 1423, DI-MISC-80711A, Exhibit A, SOW, Section Configuration Control Control, Para 3.2 . (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination		LO	\$ ** NSP **	\$ ** NSP **
0002AC	<u>BAR CODE IDENTIFICATION REPORTS</u> NOUN: BAR CODE IDENTIFICTION REPORT		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	Bar Code Identification Report IAW Contract Data Requirements List, DD Form 1423, DI-MGMT-80177A, Exhibit B, SOW Para. 4.1.5 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination																
0003	SECURITY CLASS: Unclassified																
0003AA	NSN: 7510-01-515-1170 NOUN: DISPLAY UNIT <u>Range Quantities</u> <table border="0"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>25</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </tbody> </table> 0003AA Program Year 3 This acquisition is for Year 3 of a five-year, firm-fixed price, indefinite delivery quantity contract for Display Unit(s). NSN: 7025-01-515-1170, IAW SOW in Section J. Note: See Ordering, Section I, IAW FAR 52.216-18. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination	FROM	TO	UNIT PRICE	25	50	\$	51	100	\$	101	300	\$		EA	\$ _____	\$ _____
FROM	TO	UNIT PRICE															
25	50	\$															
51	100	\$															
101	300	\$															

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p><u>SCIENTIFIC & TECHNICAL REPORTS</u></p> <p>NOUN: SCIENTIFIC & TECH REPORTS</p> <p>Scientific & Technical Reports IAW Contract Data Requirements List, DD Form 1423, DI-MISC-80711A, Exhibit A, SOW, Section Configuration Control, Para 3.2 .</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
0003AC	<p><u>BAR CODE IDENTIFICATION REPORTS</u></p> <p>NOUN: BAR CODE IDENTIFICTION REPORT</p> <p>Bar Code Identification Report IAW Contact Data Requirements List, DD Form 1423, DI-MGMT-80177A, Exhibit B, SOW Para. 4.1.5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
0004	<p>SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>NSN: 7510-01-515-1170</u></p>		EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<p>NOUN: DISPLAY UNIT</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <tr> <td><u>FROM</u></td> <td><u>TO</u></td> <td><u>UNIT PRICE</u></td> </tr> <tr> <td>25</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </table> <p>0004AA Program Year 4</p> <p>This acquisition is for Year 4 of a five-year, firm-fixed price, indefinite delivery quantity contract for Display Unit(s).</p> <p>NSN: 7025-01-515-1170, IAW SOW in Section J. Note: See Ordering, Section I, IAW FAR 52.216-18.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	25	50	\$	51	100	\$	101	300	\$				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
25	50	\$															
51	100	\$															
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0004AB	<p><u>SCIENTIFIC & TECHNICAL REPORTS</u></p> <p>NOUN: SCIENTIFIC & TECH REPORTS</p> <p>Scientific & Technical Reports IAW Contract Data Requirements List, DD Form 1423, DI-MISC-80711A, Exhibit A, SOW, Section Configuration Control Control, Para 3.2 .</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> .</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **												

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 PIIN/SHN W15P7T-04-R-C403 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0004AC	<p><u>BAR CODE IDENTIFICATION REPORTS</u></p> <p>NOUN: BAR CODE IDENTIFICTION REPORT</p> <p>Bar Code Identification Report IAW Contract Data Requirements List, DD Form 1423, DI-MGMT-80177A, Exhibit B, SOW Para. 4.1.5</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **												
0005	SECURITY CLASS: Unclassified																
0005AA	<p><u>NSN: 7510-01-515-1170</u></p> <p>NOUN: DISPLAY UNIT</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>25</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </tbody> </table> <p>0005AA Program Year 5</p> <p>This acquisition is for Year 5 of a five-year, firm-fixed price, indefinite delivery quantity contract for Display Unit(s).</p> <p>NSN: 7025-01-515-1170, IAW SOW in Section J. Note: See Ordering, Section I, IAW FAR 52.216-18.</p> <p>(End of narrative B001)</p>	FROM	TO	UNIT PRICE	25	50	\$	51	100	\$	101	300	\$		EA	\$	\$
FROM	TO	UNIT PRICE															
25	50	\$															
51	100	\$															
101	300	\$															

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p><u>SCIENTIFIC & TECHNICAL REPORTS</u></p> <p>NOUN: SCIENTIFIC & TECH REPORTS</p> <p>Scientific & Technical Reports IAW Contract Data Requirements List, DD Form 1423, DI-MISC-80711A, Exhibit A, SOW, Section Configuration Control Control, Para 3.2 .</p> <p>(End of narrative B001)</p>		LO	\$ ** NSP **	\$ ** NSP **
0005AC	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>BAR CODE IDENTIFICATION REPORTS</u></p> <p>NOUN: BAR CODE IDENTIFICTION REPORT</p> <p>Bar Code Identification Report IAW Contract Data Requirements List, DD Form 1423, DI-MGMT-80177A, Exhibit B, SOW Para. 4.1.5</p> <p>(End of narrative B001)</p>		LO	\$ ** NSP **	\$ ** NSP **

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MOD/AMD

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

1. The documents listed at Attachments 01 and 02 are directly cited within this solicitation/contract and is 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 Attachments 01 and 02 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 ashibits, See Section J. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

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

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

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

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

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

FAX: (215) 697-1462

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

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

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

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

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

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

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MOD/AMD

Name of Offeror or Contractor:

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):

(n/a) effective date of contract.

(x) date of contract award.

(End of clause)

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

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

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991

2	52.211-16	VARIATION IN QUANTITY	APR/1984
---	-----------	-----------------------	----------

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

(b) The permissible variation shall be limited to:

Zero Percent increase

Zero Percent decrease

This increase or decrease shall apply to 0001AA.

3	52.7023	SECTION F - DELIVERIES OR PERFORMANCE	MAR/1989
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1. SHIPMENT: Any reports and/or other documentation developed as a requirement of any order issued hereunder will be shipped F.O.B. Destination to the addressee set forth in each order.

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

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

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

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Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
1	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987

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.

2	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: -1-Initiating Activity: -2-
(Item/Project Manager)Controlled Item Report Requirements: -3-Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

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

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Name of Offeror or Contractor:

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

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

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

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

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

3 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

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

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

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

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

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

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

(End of clause)

4 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/>.

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

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

(i) The Contracting Officer's e-mail address is: Thomas.McConnell@mail1.monmouth.army.mil
The Contract Specialist's e-mail address is Robert.Jones@mail1.monmouth.army.mil

(End of Clause)

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

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Name of Offeror or Contractor:ADDRESSNO. OF COPIES

Commander,
US Army CECOM,
ATTN:ACCA-RT-E(JON)
Fort Monmouth, NJ 07703-5000

1

Commander,
US Army CECOM,
ATTN:AMSEL-LC-CCS-G-GN(C DAVIDSON)
Fort Monmouth, NJ 07703-5000

1

Commander,
US Army CECOM,
ATTN: AMSEL- ACCS-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.

4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
EXECUTIVE ORDERS--COMMERCIAL ITEMS

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

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

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

[Contracting Officer shall check as appropriate.]

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

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

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business

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Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

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

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

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

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

___ (iii) Alternate II (MAR 2004) of 52.219-6.

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

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

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (x) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d) (2) and (3)).

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

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

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

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

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

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

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

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

___ (x) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

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

___ (x) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2002) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2002) (42 U.S.C. 6962(c) (3) (A) (ii)).

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- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (x) 52.225-1, Buy American Act--Supplies (JUNE 2003)(41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (JAN 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (JUNE 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (x) 52.225-13, Restriction on Certain Foreign Purchases (DEC 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (x) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).
- ___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).
- ___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 1984)of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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(41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of Clause)

5 225.802-70- CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA DEC/2003
LOCAL

HS7500 Contractor Deployment To South West Asia (Dec 2003)

a. Employees going on field visits, TDYs, and deployments to Southwest Asia (Kuwait, Iraq, Afghanistan, Djibouti, Jordan, Qatar, etc.)

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

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

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

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

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

2. If are any questions, contractor employees may contact the DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762.

6

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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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.202-1	DEFINITIONS	JUN/2004
2	52.203-3	GRATUITIES	APR/1984
3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
21	52.222-26	EQUAL OPPORTUNITY	APR/2002
22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
25	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
29	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
30	52.229-05	"DO NOT USE REMOVED PER FAC 2001-13" TAXES -	APR/1984
31	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
32	52.232-01	PAYMENTS	APR/1984
33	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
34	52.232-11	EXTRAS	APR/1984
35	52.232-17	INTEREST	JUN/1996
36	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
37	52.232-25	PROMPT PAYMENT	OCT/2003
38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
39	52.233-1	DISPUTES	JUL/2002
40	52.242-13	BANKRUPTCY	JUL/1995
41	52.243-01	CHANGES - FIXED PRICE	AUG/1987
42	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
43	52.246-23	LIMITATION OF LIABILITY	FEB/1997
44	52.248-1	VALUE ENGINEERING	FEB/2000
45	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
46	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
48	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
49	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
50	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
51	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
52	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003

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>
53	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
54	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
55	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
56	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
57	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
58	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
59	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	OCT/2003
IP6852	52.204-7	Central Contractor Registration Alternate 1.	

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

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

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

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

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

Registered in the CCR database means that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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Name of Offeror or Contractor:

information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

60 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 for 10 each 150 days after contract award and 25 each month thereafter until completion.

(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)

61 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 300;

(2) Any order for a combination of items in excess of more than 300; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

62 52.216-22 INDEFINITE QUANTITY

OCT/1995

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

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

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

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(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months.

(End of clause)

63 52.243-07 NOTIFICATION OF CHANGES

APR/1984

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

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

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

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

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

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

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Name of Offeror or Contractor:

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

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

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

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

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

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

64 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS JUL/2004

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

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

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

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

(c)

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

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

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

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

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

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

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

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

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Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL, SCIENTIFIC & TECH REPORTS	04-FEB-2004	003	
Exhibit B	CDRL, BAR CODE ID REPORTS	04-FEB-2004	002	
Attachment 001	STATEMENT OF WORK (SOW)	04-FEB-2004	002	
Attachment 002	PRESERVATION & PKG FORM 5431-2	20-APR-1999	006	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Original Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. 0001AB		B. EXHIBIT A		C. CATEGORY: TDP <input checked="" type="checkbox"/> TM OTHER				
D. SYSTEM/ITEM Display Unit			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO.		2. TITLE OF DATA ITEM Scientific and Technical Reports			3. SUBTITLE Configuration Control			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A			5. CONTRACT REFERENCE SOW Para 3.2		6. REQUIRING OFFICE AMSEL-LC-CCS-G-GN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE ITEM 16		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE ITEM 16		a. ADDRESSEE	b. COPIES		
						Draft	Final	
						Reg	Repro	
16. REMARKS: Data Item Description DI-MISC-80711A: Delete block 10 instructions entirely and follow instructions in SOW 3.2					AMSEL-LC-CCS-G-GN	0	1	0
					AMSEL-LC-LEO-E-ET	0	1	0
					PCO	0	1	0
					ACO	0	1	0
					QAR	0	1	0
					AMSEL-LC-LEO-E-EP*	0	1	0
					*1 COPY VECP ONLY			
					15. TOTAL →	0	6	0
G. PREPARED BY Adrian Moons			H. DATE 9 Feb 04		I. APPROVED BY Laurence Langan		J. DATE 9 Feb 04	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE INSERT IN SECT. B

Based upon DD Form 1423-1, 1 Jun 90

3.10 Documentation: The contractor shall document by serial number each products configuration, applicable documentation, maintenance support requirements and spares in relation to the contractor's configuration baseline. The data in use shall be available for government review and use.

3.11 Use of CB Data: The contractor shall assure that all necessary contractor's activities have access to and use of the contractually specified configuration baseline(s), approved changes and departures, and effectively data. The data in use shall be available for government review and use.

4.1 Requirements for Unique Item Identification (UID) The contractor shall mark all contract deliverables in accordance with (IAW) the following guidelines. These requirements apply to all piece parts, subassemblies, assemblies, modules, units, groups, sets, systems, etc., that comprise the equipment on order.

4.1.1 UID Marking: The contractor shall provide UID, or DoD recognized unique identification equivalent, for all items delivered with an acquisition cost of \$5000 or more. In addition, the contractor shall apply UID

markings to all other items the government has identified in this contract as requiring UID markings. UID markings shall be IAW MIL-STD-130. Marking materials creating hazardous conditions shall not be used.

4.1.1.1 Commercial Markings: All other items shall have commercial markings.

4.1.1.2 Permanency and Legibility: The UID marking and identification plates, tags, or labels when used on equipment, parts, assemblies, subassemblies, units, sets, or groups shall be as permanent as the normal life expectancy of the item and be capable of withstanding the environmental test and cleaning procedures specified for the item. Legibility shall be as required for ready readability per MIL-STD-130.

4.1.1.3 Deleterious Effect: Marking of items shall be accomplished in a manner that will not adversely affect the life and utility of the item.

4.1.2 UID Coding: UID markings and readability requirements shall comply with MIL-STD-130.

4.1.2.1 If the Government has not identified the items designated for UID marking, any item or subassembly which is serialized, repairable, hazardous, a printed circuit board (PCB) or a controlled cryptographic item (CCI) shall have the UID and the following in Human Readable form:

- a. NSN/Manufacturer's part number (applicable drawing number).
- b. Serial Number
- c. CAGE Code.

4.1.2.2 The human readable characters and the UID symbology will be marked on the hardware. If there is not enough space to include both, the machine-readable UID shall take precedence.

4.1.2.3 If the technical data has not specified the marking location, markings shall be located such that they are visible during item use, provided that sufficient space is available.

4.1.3.4 Serial Numbers: The contractor shall meet the requirements of MIL-STD-130 to establish the UID. The contractor shall insure that the UID is unique for that item from all other items.

4.1.3.4.1. The contractor shall maintain an accurate, current list of UIDs for all manufactured items on this contract. Dates of manufacture, substitutions, shop changes, etc. shall be included on this list. The list shall be available for inspection by the PCO or other Government representative at any time during the life of this contract.

4.1.4 Pricing of UID Requirements: All efforts required by this SOW, including the identification of marking deficiencies and the actual marking of hardware, will be included in the base contract price.

4.1.5 UIDs on Embedded Items: When UID markings are required for embedded items in this contract then the contractor shall supply the data required IAW with CDRL for DI-MGMT-80177A and this SOW.

4.1.6 Interim UID Data Submittals: The contractor shall use one of these interim UID submittal methods if the Wide Area Work Flow (WAWF) system is not yet set up to process UID data.

4.1.6.1 UID version of the WAWF FTP Format: The contractor shall submit the UID version of the WAWF FTP format. This method requires adherence to the WAWF interface guides. The WAWF FTP method requires access to WAWF. For existing WAWF users, these files would be in addition to the current interface files; using the same userid but by placing the UID related files into a directory separate from the current production directory.

4.1.6.2 X12 Ship Notice/Shipment and Billing Notice (856/857): The X12 submission method requires access to the DEBX; go to <http://ec.ogden.disa.mil/ecip.htm> for access information. A specific Application Receiver Code (GS03) will be identified for the UID submission transactions. These files would be in addition to current WAWF EDI transmissions.

4.1.6.3 Produce File in the UID XML Format: Another UID electronic submission method is to produce a file in the UID XML format. The format particulars can be found at <http://www.acq.osd.mil/uid>. Submissions of the file would be to the DEBX that has the ability to communicate via many methods including FTP, HTTPS, email, etc. The DEBX will pass the information on to the UID Registry.

4.1.6.4 Manual Entry: Manual entry shall be via the UID Web Entry site: Information on getting access to the website and instructions on entering the data will be posted to <http://www.acq.osd.mil/uid> when Quality Assurance testing has been completed.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Original Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Avenue Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001AC		B. EXHIBIT B		C. CATEGORY: TDP TM OTHER MGMT			
D. SYSTEM/ITEM *		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO.	2. TITLE OF DATA ITEM Bar Code Identification Report			3. SUBTITLE UID Data for Embedded Components			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80177A (see Block 16)		5. CONTRACT REFERENCE SOW para. 4.1.5		6. REQUIRING OFFICE AMSEL-LC-CCS-G-GN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE ITEM 16	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE ITEM 16	a. ADDRESSEE			
16. REMARKS: BLK 4 Tailoring of Data Item Description DI- MGMT-80177A Requirements: Para. 10.2 Delete magnetic tape media format. Use DoD electronic commerce methods (see para. 4.1.6). Para. 10.2.1-10.2.15. Reorder/rename fields for UID data elements. 10.2.1 UID of the items delivered that contains the embedded subassembly, component or part. 10.2.2 UID of the embedded subassembly, component or part. 10.2.3 UID type 10.2.4 Issuing Agency 10.2.5 Enterprise Identifier 10.2.6 Original part number 10.2.7 Serial number 10.2.8 Unit of Measure 10.2.9 Description 10.2.10-10.2.15 Not used BLK 12: Concurrent with associated end item delivery.				b. COPIES			
				Draft		Final	
				Reg	Repro	Reg	Repro
15. TOTAL →				0	1	0	
G. PREPARED BY ADRIAN MOONS		H. DATE 9 FEB 04		I. APPROVED BY LAURENCE LANGAN			
				J. DATE 9 FEB 04			

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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Based upon DD Form 1423-1, 1 Jun 90

5. Requirements for Final Inspection and Test . The contractor shall comply with the following requirements:

5.1 Quality System: The contractor shall establish/maintain a system for the final inspection and test of all purchased items to comply with contract or order requirements.

5.2 Inspection and Testing: The contractor shall assure that all inspections and tests were performed on completed products. The contractor shall perform any additional inspections and tests (including visual/mechanical inspections and functional tests) required to satisfy the form, fit, and function requirements of the contract or order.

5.3 Records: The contractor shall maintain adequate records of inspections and tests to demonstrate that the final product satisfies contract requirements.

5.4 Measuring, Testing, and Inspection Equipment: The contractor shall provide and maintain gages (including production tooling used for inspection purposes) and other measuring and testing equipment to assure that finished products conform to contract requirements. These devices shall be calibrated against certified measurement standards that are traceable back to national/international standards.

5.5 Nonconforming Material: The contractor shall maintain controls for material which does not satisfy contract or order requirements, including procedures for the its identification, segregation, and disposition (rework/repair, scrap, etc.).

5.6 Corrective Action: The contractor shall promptly act to correct nonconforming materials and conditions to satisfy contract or order requirements and prevent the recurrence of this problem.

5.7 Military Packaging, in accordance with the following CECOM Special Packaging Instruction (SPI), # AG00000573, shall be used for this material with LOP=Military, LPK=A.

SPECIAL PACKAGING INSTRUCTION (Continuation Sheet)

Form Approved
OMB No. 0704-0188

1. PART OR DRAWING NO. Major Components, Spare/Repair Parts	2. CODE IDENT 80063	3. SPI NO. AG00000573
4. NATIONAL STOCK NO. Multiple NSN	5. DATE 92069	6. REVISION C

2.2 CONUS.

2.2.1 Inspection/Acceptance at Origin. Level B.2.2.2 Inspection/Acceptance at Destination. Level C.

3. MARKING. In addition to any special marking required by the contract or order (project code markings, etc.) all unit packs, intermediate packs, and exterior shipping containers shall be legibly and durably marked in accordance with MIL-STD-129.

3.1 Bar Code Marking. Bar Code Markings are required in accordance with MIL-STD-129 and MIL-STD-1189, and are mandatory for all procurements except:

- (a) Items not identified by National Stock Number (NSN)
- (b) Unpacked or unwrapped tires.
- (c) Local procurement use.

Statement of Work

ATTACHMENT 01

1.0 Scope. This Statement of Work (SOW) defines the efforts required to produce the product required by this solicitation in accordance with the documents listed below. The item being purchased is the "Display Unit".

2.0 Applicable Documents. The following documents are applicable to the extent cited.

2.1 Military and Federal Stds

<u>Document No.</u>	<u>Document Title</u>	<u>Applicability</u>
MIL-STD-130	Identification Marking of U.S. Military Property	

2.2 Military and Federal Specs

<u>Document No.</u>	<u>Document Title</u>	<u>Applicability</u>
NONE		

2.3 Other DoD Documents

<u>Document No.</u>	<u>Document Title</u>	<u>Applicability</u>
NONE		

2.4 Com'l Documents

<u>Document No.</u>	<u>Document Title</u>	<u>Applicability</u>
96-23747	Display Unit	

2.5 Requirements: The contractor shall produce the item: in the quantity set forth in Section B of the schedule; in accordance with document listed above; and this SOW. In the event of a conflict between the requirements of this SOW and the drawing for the item on contract, the requirements of this SOW shall govern.

3. Configuration Baseline: The applicable Configuration Baseline (CB) for the listed Configuration Item (CI) is as follows:

CI: Display Unit (Computer Interface module (CIM)) CB: 96-23747 Rev: (new drawing & NSN)

3.1 Configuration: Each CI, as built and delivered, shall conform to the cited CB made contractually binding by the Procuring Contracting Officer (PCO). Configuration changes not directly affecting the configuration baseline do not require Government approval before incorporation, but must be documented by the contractor.

3.2 Departures from CB: No changes or departures from the CB are acceptable except for changes or departures which are submitted in accordance with DI-MISC-80711A and are approved by the Government Configuration Manager (C Mgr.) and which are made applicable to the contract by the PCO. Configuration Control shall be affected by the Configuration Control Documents (CCDs) as follows:

3.3 An Engineering Change Proposal (ECP) includes both the engineering change and the supporting documentation by which the change is described and suggested. An ECP describes changes to the CI and associated Government documents and data that are affected by the proposed engineering change.

3.4 A Notice of Revision (NOR) shows the detailed changes that must be made to technical documentation, except specifications, (one NOR per document) following approval of an ECP. The NOR is submitted as part of

the ECP.

3.5 A Specification Change Notice (SCN) is used to delineate the exact change in a specification that will be distributed to users when the ECP is approved. The SCN is submitted as part of the ECP. The SCN is not used for a military or federal documents, only a Request for Waiver can be used for those documents.

3.6 A Value Engineering Change Proposal (VECP) is the same as an ECP except there are proposed cost savings for the program. The contractor shall follow the guidance in Section I of this contract for VECPs.

3.7 A Request for Waiver (RFW) describes a departure from configuration documentation for a specific number of units or period of time. Contractor shall identify the impact of the RFW on performance, operational readiness and logistics support of the affected CIs. The Government will require compensation for any RFW.

3.8 The Contractor shall provide all supporting program or cost data with the CCD. The contractor shall uniquely and sequentially identify (including the use of the contract number) each ECP, VECP, NOR, SCN or RFW. The identification number should use less than 16 characters.

3.9 Identification of Authorized Personnel: The contractor shall identify to the PCO, Administrative Contracting Officer (ACO), and the technical office identified on the DD Form 1423 for DI-MISC-80711A, the name of the official of its organization who are authorized to submit CCDs 30 Days after Contract (DAC).

ATTACHMENT NO. 02
SOLICITATION NO. W15P7T-04 R-C403

CONTRACT NO. _____
NSN. 7025-01-515-1170

DS7031

PRESERVATION, PACKING AND MARKING INSTRUCTIONS:

ITEM NO.	QUANTITY	PROTECTION REQUIRED	PACKAGING REFERENCE (SPECIFICATION) OR (SPECIAL PACKAGING INSTRUCTION) PKG-REF	LEVEL OF PACKING LPK	QUANTITY PER UNIT PACK QUP
See	See				
Clins	Ranges	MIL	AG00000573	B	

SUPPLEMENTAL REQUIREMENTS

See pages to follow.

NO CHANGES IN MATERIALS/PROCEDURES IDENTIFIED IN THE PACKAGING REFERENCE/PRESCRIPTION ABOVE ARE ALLOWED UNLESS THE FEDERAL OR MILITARY SPECIFICATIONS HAVE BEEN CANCELED & SUPERSEDED OR REPLACED BY A NON-GOVERNMENT STANDARD OR COMMERCIAL ITEM DESCRIPTION (I.E. ASTM OR CID) WHICH HAS BEEN ADOPTED/ACCEPTED BY DOD. IF OTHER THAN THE ABOVE ARE REQUESTED, THEY MUST BE SUBMITTED FOR REVIEW IN ACCORDANCE WITH THE PACKAGING WAIVERS OR DEVIATIONS CLAUSE OR THE CONDITIONS FOR ACCEPTABILITY OF COMMERCIAL PACKAGING CLAUSE (ALTERNATE PACKAGING CLAUSE).

MARKING: ALL UNIT PACKS, INTERMEDIATE PACKS, AND EXTERIOR SHIPPING CONTAINERS SHALL BE LEGIBLY AND DURABLY MARKED IN ACCORDANCE WITH MIL-STD-129.

WHEN BOX IS CHECKED, THE APPLICABLE "SPECIAL MARKINGS" ARE REQUIRED IN ACCORDANCE WITH MIL-STD-129.

- PROJECT CODE WARRANTY/GUARANTEE SHELF LIFE
- BAR CODE. NOTE: BAR CODE MARKING IS MANDATORY UNLESS THE FOLLOWING BLOCK IS CHECKED: EXEMPT
- FOREIGN MILITARY SALES

SPECIAL PACKAGING INSTRUCTION					Form Approved OMB No. 0704-0188	
1. PART OR DRAWING NO. Major Components, Spares/Repair Parts			2. CODE IDENT 80063		3. SPI NO. AG00000573	
4. NATIONAL STOCK NO. MULTIPLE NSN			5. DATE OF DRAWING 92069		6. REVISION C	
7. QUP 001	8. ICQ None	9. UNIT PACK WEIGHT	10. UNIT PACK CUBE		11. UNIT PACK SIZE	
12. PRESERVATION			18. STEPS	19. REOD	20. DESCRIPTION	
a. LEVEL A Note 1			N/A	N/A	N/A	
b. LEVEL B Not Applicable			APPLICABLE DOCUMENTS			
13. CLEANING MIL-P-116, C-1			W-T-0051	MIL-S-12134	MIL-M-55565	
			GG-G-76	MIL-E-17555	MIL-E-55585	
			PPP-B-140	MIL-F-18327	MIL-V-63028	
14. DRYING MIL-P-116			PPP-H-1581	MIL-S-19491	MIL-STD-129	
			PPP-P-40	MIL-G-28554	MIL-STD-1189	
15. PACKING			MIL-T-27	MIL-S-28786	AG00000066	
			MIL-E-75	MIL-M-28787	AG00000071	
a. LEVEL A Note 2			MIL-W-85	MIL-C-39028	AG00000196	
			MIL-P-116	MIL-R-39032	AG00000601	
b. LEVEL B Note 2			MIL-B-197	MIL-T-45542	ASTM D 3951	
			MIL-W-287	MIL-P-55110	TITLE 49 CFR	
c. LEVEL C Note 2			MIL-H-775	MIL-C-55330		
			MIL-C-3098	MIL-C-55442		
16. MARKING MIL-STD-129 and Note 3			MIL-W-3970	MIL-S-55507		
			MIL-C-12000	MIL-B-55521		
1. <u>PRESERVATION.</u>						
1.1 <u>Batteries (FSC 6135), except Lithium.</u> Batteries (FSC 6135), except Lithium shall be preserved in accordance with MIL-B-55521.						
1.2 <u>Batteries (FSC 6140), except NI-CAD Batteries.</u> Batteries (FSC 6140), except NI-CAD Batteries shall be preserved in accordance with PPP-B-140. In addition to the preservation requirements of PPP-B-140, all transportation regulated shipments of these batteries, both domestic and international, must also comply with the additional packaging requirements of the International Maritime Organization (IMO), the International Civil Aviation Organization (ICAO), or the Department of Transportation (DOT) in Docket No. HM-181, for the applicable mode of transportation.						
1.3 <u>Batteries, Lithium.</u> Batteries, Lithium shall be preserved in accordance with CECOM Special Packaging Instruction AG00000066. In addition to the						

5. Warrenty. The standard commercial warrenty applies to this procurement. The warrenty period shall be at least one year.

SPECIAL PACKAGING INSTRUCTION (Continuation Sheet)		Form Approved OMB No. 0704-0188	
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4. NATIONAL STOCK NO. MULTIPLE NSN	5. DATE 92069	6. REVISION C	
<p>preservation requirements specified in AG00000066, all transportation regulated shipments of these batteries, both domestic and international, must also comply with the additional packaging requirements of the International Maritime Organization (IMO), the International Civil Aviation Organization (ICAO), or the Department of Transportation (DOT) in Docket No. HM-181, for the applicable mode of transportation.</p> <p>1.4 <u>Batteries, Sealed, NI-CAD</u> Batteries, Sealed, NI-CAD shall be preserved in accordance with CECOM Special Packaging Instruction AG00000196. In addition to the preservation requirements of AG00000196, all transportation regulated shipments of these batteries, both domestic and international, must also comply with the additional packaging requirements of the International Maritime Organization (IMO), the International Civil Aviation Organization (ICAO), or the Department of Transportation (DOT) in Docket No. HM-181, for the applicable mode of transportation.</p> <p>1.5 <u>Batteries, Vented, NI-CAD.</u> Batteries, Vented, NI-CAD shall be preserved in accordance with CECOM Special Packaging Instruction AG00000071. In addition to the preservation requirements of AG00000071, all transportation regulated shipments of these batteries, both domestic and international, must also comply with the additional packaging requirements of the International Maritime Organization (IMO), the International Civil Aviation Organization (ICAO), or the Department of Transportation (DOT) in Docket No. HM-181, for the applicable mode of transportation.</p> <p>1.6 <u>Bearings.</u> Bearings shall be preserved in accordance with MIL-B-197.</p> <p>1.7 <u>Cable and Cord Assemblies.</u> Cable and Cord Assemblies shall be preserved in accordance with MIL-C-55442.</p> <p>1.8 <u>Cable and Cord Assemblies.</u> Cable, Cord, and Wire shall be preserved in accordance with MIL-C-12000.</p> <p>1.9 <u>Capacitors.</u> Capacitors shall be preserved in accordance with MIL-C-39028.</p> <p>1.10 <u>Circuit Card Assemblies and Printed Circuit Boards.</u> Circuit Card Assemblies (CCA's) and Printed Circuit Boards (PCB's) shall be preserved in accordance with CECOM Special Packaging Instruction AG00000601.</p>			

SPECIAL PACKAGING INSTRUCTION (Continuation Sheet)		Form Approved OMB No. 0704-0188	
1. PART OR DRAWING NO. Major Components, Spare/Repair Parts		2. CODE IDENT 80063	3. SPI NO. AG00000573
4. NATIONAL STOCK NO. MULTIPLE NSN		5. DATE 92069	6. REVISION C
<p>1.11 <u>Connectors.</u> Connectors shall be preserved in accordance with MIL-C-55330.</p> <p>1.12 <u>Crystal Units, Quartz.</u> Crystal Units, Quartz shall be preserved in accordance with MIL-C-3098.</p> <p>1.13 <u>Data/Drawings/Technical Manuals (Drafts).</u> Packaging shall be in accordance with ASTM D 3951.</p> <p>1.14 <u>Electron Tubes (excluding Klystron Tubes).</u> Electron Tubes (excluding Klystron Tubes) shall be preserved in accordance with MIL-E-75.</p> <p>1.15 <u>Electronic Data Tape.</u> Electronic Data Tape shall be preserved in accordance with W-T-0051.</p> <p>1.16 <u>Equipments, Subassemblies, and Components (not covered by specifications in 1.1 through 1.12, 1.14, 1.15, and 1.17 through 1.37).</u> Equipments, Subassemblies, and components (not covered by specifications in 1.1 through 1.12, 1.14, 1.15, and 1.17 through 1.37) shall be individually unit packed in accordance with methods IA, IC, II or III, as defined in MIL-P-116 and as specified in MIL-E-17555.</p> <p>1.17 <u>Filter, Hi-Pass, Lo-Pass, Band-Pass, and Band-Suppression.</u> Filters, HI-Pass, Lo-Pass, Band-Pass, and Band-Suppression shall be preserved in accordance with MIL-F-18327.</p> <p>1.18 <u>Gages, Pressure and Vacuum.</u> Gages, Pressure and Vacuum shall be preserved in accordance with GG-G-76.</p> <p>1.19 <u>Generators.</u> Generators shall be preserved in accordance with MIL-G-28554.</p> <p>1.20 <u>Hardware.</u> Hardware shall be preserved in accordance with PPP-H-1581.</p> <p>1.21 <u>Hoses.</u> Hoses shall be preserved in accordance with MIL-H-775.</p> <p>1.22 <u>Microcircuits (excluding CCA's/PCB's).</u> Microcircuits (excluding CCA's/PCB's) shall be preserved in accordance with MIL-M-28787.</p> <p>1.23 <u>Modules (excluding CCA's/PCB's and Microcircuits).</u> Modules (excluding CCA's/PCB's and Microcircuits) shall be preserved in accordance with MIL-M-28787.</p> <p>1.24 <u>Printed Wiring Boards (excluding CCA's/PCB's).</u> Printed Wiring Boards (excluding CCA's/PCB's) shall be preserved in accordance with MIL-P-55110.</p>			

1. PART OR DRAWING NO. Major Components, Spare/Repair Parts	2. CODE IDENT 80063	3. SPI NO. AG00000573
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- 1.25 Resistors. Resistors shall be preserved in accordance with MIL-R-39032.
- 1.26 Semiconductor Devices. Semiconductor Devices shall be preserved in accordance with MIL-S-19491.
- 1.27 Shelters, With or Without Equipment. Shelters, With or Without Equipment shall be preserved in accordance with MIL-S-55507.
- 1.28 Switches. Switches shall be preserved in accordance with MIL-S-28786.
- 1.29 Switches, Waveguide. Swithes, Waveguide shall be preserved in accordance with MIL-S-28786.
- 1.30 Synchros, Resolvers, and Servo Motors. Synchros, Resolvers, and Servo Motors shall be preserved in accordance with MIL-S-12134.
- 1.31 Tools. Tools shall be preserved in accordance with PPP-P-40.
- 1.32 Tool Sets, Shop Sets, and Kits. Tool Sets, Shop Sets, and Kits shall be preserved in accordance with MIL-T-45542.
- 1.33 Transformers. Transformers shall be preserved in accordance with MIL-T-27.
- 1.34 Vehicles, Wheeled. Vehicles, Wheeled shall be preserved in accordance with MIL-V-62038.
- 1.35 Waveguide Assemblies, Flexible. Waveguide Assemblies, Flexible shall be preserved in accordance with MIL-W-287.
- 1.36 Waveguide Assemblies, Rigid. Waveguide Assemblies, Rigid shall be preserved in accordance with MIL-W-3970.
- 1.37 Waveguides, Rigid. Waveguides, Rigid shall be preserved in accordance with MIL-W-85
2. PACKING. Packing shall be in accordance with MIL-E-55585 for the following destinations/levels, except shelters which shall be packed in accordance with MIL-S-55507.
- 2.1 OCONUS.
- 2.1.1 Surface/Ship. Level A.
- 2.1.2 Air shipment. Level B.

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MOD/AMD

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
2	252.225-7017	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
3	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 _____ [333611].

(2) The small business size standard is 1000 [insert size standard].

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

(b) Representations.

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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Name of Offeror or Contractor:

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

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

___ Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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- (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)

4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985
(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

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

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

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

5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998
(a) Definitions.

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

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

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

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Name of Offeror or Contractor:

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

(d) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

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

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

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

() Other. State basis. _____

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt):

() Corporate entity (tax-exempt):

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

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

(f) Common Parent.

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

() Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

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

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

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Name of Offeror or Contractor:

(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)

7

52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS

MAY/2004

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

"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

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Name of Offeror or Contractor:

qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"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 business concern" means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That 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.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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.]

(3) 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 the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

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

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Name of Offeror or Contractor:

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

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Name of Offeror or Contractor:

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

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

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Name of Offeror or Contractor:

(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, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(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.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

(ii) It * has, * has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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Name of Offeror or Contractor:

(g)

(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate.
(Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act". The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

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MOD/AMD

Name of Offeror or Contractor:

Line Item No. : _____

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No. :

Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) 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."

(ii) The offeror shall list as other end products those end products 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]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. 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 the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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Name of Offeror or Contractor:

The offeror represents that-

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

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

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

10 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)

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

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

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Name of Offeror or Contractor:

(End of provision)

12 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

"(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE

<u>Line Items</u>	<u>National Stock Number</u>	<u>Commercial Item</u>	<u>Source of Supply</u>			<u>Part No.</u>	<u>Actual Mfg</u>
			<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>		
(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.

13 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions.

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

(b) Evaluation.

The Government-

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

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Name of Offeror or Contractor:

Line Item Number	Country of Origin
_____	_____

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

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

(End of provision)

14 252.247-7022 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)

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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2004
2	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999

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Name of Offeror or Contractor:

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

6 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from AMSEL-ACCA-RT-E.

(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)

7 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

(End of Provision)

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-C403 MOD/AMD	Page 48 of 48
Name of Offeror or Contractor:		

The CC website address is:

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

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

(End of Clause)

9 52.7395 COST OF MONEY FOR FACILITIES CAPITAL SEP/1997

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