

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 79
2. Contract No.	3. Solicitation No. W15P7T-04-R-L216	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RTAA FORT MONMOUTH, NJ 07703-5008		Code W15P7T	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in ELECTRONIC SUBMISSION VIA ASFI IBOP until _____ (hour) local time _____ (Date).

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

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

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OFFER (Must be fully completed by offeror)

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

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

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

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

15A. Contractor/Offeror/Quoter SNC TELECOMMUNICATION, LLC 6927 OLD SEWARD HWY #203 ANCHORAGE, AK. 99518-2284	Code 1SAL3	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
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15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	17. Signature	18. Offer Date
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AWARD (To be completed by Government)

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L216 MOD/AMD	Page 2 of 79
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Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

SECTION A - SUPPLEMENTAL INFORMATION

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

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

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Robert T. Piermattei, 732.532.6765. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

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

This solicitation is being issued under 10 USC-2304(c)(5) to continue support for the Airborne Reconnaissance Low - Multifunction (ARL-M). The Government contemplates a 1 year CPFF/FFP effort to be performed in accordance with the Statement of Work (dated July 2004) located in Section J (Attachment 01). There will be four (4) one year options to be exercised solely at the discretion of the Government.

*** END OF NARRATIVE A 001 ***

The ceiling price for the cost portion (CPFF) is as follows:

Base Year	\$ 7,455,598
Option Year 1	\$ 7,794,489
Option Year 2	\$ 8,133,380
Option Year 3	\$ 8,472,271
Option Year 4	\$ 8,811,161

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SECURITY CLASS: Unclassified This SLIN is to priced on a CPFF basis. (End of narrative A001)													
0001AA	<u>FORT BLISS LABOR</u> NOUN: CONTRACTOR LOGISTIC SUPPORT This SLIN is to reflect all labor charges for efforts at Fort Bliss, Texas for the period 01 January 2005 through 31 December 2005. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0" data-bbox="264 1129 769 1205"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2005</td> </tr> </table> This SLIN is to be priced on a CPFF basis. (End of narrative A001)	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2005	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2005												
0001AB	<u>FORT BLISS OTHER</u> NOUN: CONTRACTOR LOGISTIC SUPPORT This SLIN is to reflect costs for fly away support (travel/per diem, airfare, lodging, travel for FSRs to deployment area), field service relocation expenses (per diem, airfare, lodging, travel expense for families of FSR, & FSR travel to and from beddown/deployment area, administrative expenses (overseas allowance, DoD tuition, car rentals, household goods expense/storage) and on site training (labor required to formulate training package and provide training personnel for system) for CLS at Fort Bliss Texas during the period 01 January	1	LO		\$ _____									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	2005 through 31 December 2005. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2005				
0002	SECURITY CLASS: Unclassified This SLIN is to be priced on a CPFF basis. (End of narrative A001)				
0002AA	<u>KOREA LABOR</u> NOUN: CONTRACTOR LOGISTIC SUPPORT This SLIN is to reflect all costs for FSR labor necessary to support the ARL-M systems located at Camp Humphreys Korea for the period 01 January 2005 through 31 December 2005. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2005 This SLIN is to be priced on a CPFF basis. (End of narrative A001)	1	LO		\$ _____
0002AB	<u>KOREA OTHER</u>	1	LO		\$ _____

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect the costs for flyaway support (travel, per diem, airfare, lodging, travel for FSRs to deployment area), field service relocation expenses (per diem, airfare, lodging, travel expense for families of FSR and FSR travel to and from beddown/deployment area, administrative expenses (overseas allowance, DoD tuition, car rentals, household goods expenses/storage), and on-site training (labor to formulate training package and provide training personnel for system) for CLS at Camp Humphreys, Korea during the period 01 January 2005 through 31 December 2005.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2005</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2005				
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001	1	31-DEC-2005												
0003	<p>SECURITY CLASS: Unclassified</p> <p>This SLIN is to be priced on a FFP basis.</p> <p>(End of narrative A001)</p>													
0003AA	<p><u>PROGRAM MANAGEMENT LABOR</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect costs for Program Management both CONUS (Fort Bliss), and OCONUS (Camp Humphreys) during the period 01 January 2005 through 31 December 2005. Travel, training, and relocation expenses will be reflected under 3AB and 3AC below.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>This SLIN is to reflect all labor charges for efforts at Fort Bliss, TX for the period 01 January 2006 through 31 December 2006.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001 1</td> <td>31-DEC-2006</td> </tr> </table> <p>This SLIN is to be priced on a CPFF basis.</p> <p>(End of narrative A001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 1	31-DEC-2006				
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001 1	31-DEC-2006										
0005AB	<p><u>FORT BLISS OTHER - CY2006</u></p> <p>NOUN: CONTRACTOR LOGISTICS SUPPORT</p> <p>This SLIN is to reflect costs for fly away support (travel, per diem, airfare, lodging, travel for FSRs to deployment area), field service relocation expenses (per diem, airfare, lodging, travel expense for families of FSR and FSR travel to and from beddown /deployment area, admin expenses (overseas allowance, DoD tuition, car rentals, household goods expense/storage and on-site training (labor to formulate training package and provide training personnel for system for CLS at Fort Bliss, TX during the period 01 January 2006 through 31 December 2006.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001 1</td> <td>31-DEC-2006</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 1	31-DEC-2006	1	LO		\$ _____
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001 1	31-DEC-2006										
0006	SECURITY CLASS: Unclassified										

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Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0006AA	<p>This SLIN is to be proposed on a CPFF basis.</p> <p>(End of narrative A001)</p> <p><u>KOREA LABOR - CY2005</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>All costs for ARL-M labor support for the period 01 January 2005 through 31 Dec 2005.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2005</td> </tr> </table> <p>This SLIN is to be priced on a CPFF basis.</p> <p>(End of narrative A001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2005	1	LO		\$ _____
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001	1	31-DEC-2005												
0006AB	<p><u>KOREA OTHER - CY 2006</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect costs for fly away support (travel, per diem, airfare, lodging, travel for FSRs to deployment area), field service relocation expenses (per diem, airfare, lodging, travel expense for families of FSR and FSR travel to and from beddown/deployment area, administrative expenses (overseas allowance, DoD tuition, car rentals, household goods expense/storage and on-site training (labor to formulate training package and provide training personnel for system for CLS at Caomp Humphreys, Korea during the period 01 January 2006 through 31 December 2006.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>	1	LO		\$ _____									

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Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2006 SECURITY CLASS: Unclassified This SLIN is to be priced on an FFP basis. (End of narrative A001)				
0007AA	<u>PROGRAM MANAGEMENT LABOR - CY2006</u> NOUN: CONTRACTOR LOGISTIC SUPPORT This SLIN isj to reflect all Program Manager labor charges for efforts @ Fort Bliss, TX for the period 01 January 2006 through 31 December 2006. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2006 This SLIN is to be priced on a FFP basis. (End of narrative A001)	1	LO		\$ _____
0007AB	<u>PROGRAM MANAGEMENT LABOR - CY 2006</u> NOUN: CONTRACTOR LOGISTIC SUPPORT This SLIN is to reflect costs required for system training during the period 01 January 2006 through 31 December 2006 at the CONUS (Fort Bliss, TX) and the OCONUS (Camp Humphreys, Korea) locations. Travel and	1	LO		\$ _____

CONTINUATION SHEET

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Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>All costs associated with the repair/refurbishment of failed items (to include factory support, inventory, shipping, etc) and return of repaired items to the field during the period 01 January 2006 through 31 December 2006.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2006</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2006				
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0009	<p>SECURITY CLASS: Unclassified</p> <p>This SLIN is to be priced on a CPFF basis.</p> <p>(End of narrative A001)</p>													
0009AA	<p><u>FORT BLISS LABOR - CY 2007</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect all labor charges for efforts @ Fort Bliss, TX for the period 01 January 2007 through 31 December 2007.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2007</td> </tr> </table> <p>This SLIN is to be priced on a CPFF basis.</p> <p>(End of narrative A001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2007	1	LO		\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0009AB	<p><u>FORT BLISS OTHER - CY2007</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect costs for fly away support (travel, per diem, airfare, lodging, travel for FSRs to deployment area), field services relocation expenses (per diem, airfare, lodging, travel expense for families of FSR and FSR travel to and from beddown/deployment area, admin expenses (overseas allowance, DoD tuition, car rentals, household goods expenses/storage and on-site training (labor to formulate training package and provide training personnel for system for CLS at Fort Bliss, Texas for the period 01 January 2007 thorough 31 December 2007.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2007</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2007	1	LO		\$ _____
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0010	<p>SECURITY CLASS: Unclassified</p> <p>This SLIN is to be priced on a CPFF basis.</p> <p>(End of narrative A001)</p>													
0010AA	<p><u>KOREA LABOR - CY2007</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect all labor charges for efforts @ Camp Humphreys, Korea for the period 01 January 2007 through 31 December 2007.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____									

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Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0011AA	<p><u>PROGRAM MANAGEMENT LABOR - CY 2007</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect all Program Management labor charges for efforts @ Fort Bliss, TX and Camp Humphreys Korea for the period 01 January 2007 through 31 December 2007.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2007</td> </tr> </table> <p>This SLIN is to be priced on a FFP basis.</p> <p>(End of narrative A001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2007	1	LO		\$ _____
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001	1	31-DEC-2007												
0011AB	<p><u>PROGRAM MANAGEMENT TRAINING - CY2007</u></p> <p>NOUN: CONTRACTOR LOGISTICS SUPPORT</p> <p>This SLIN is to reflect costs for required system training during the period 01 January 2007 through 31 December 2007 at both the CONUS (Fort Bliss, Texas) and the OCONUS (camp Humphreys, Korea) locations. Travel and relocation will be captured under 0011AC below.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2007</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2007	1	LO		\$ _____
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Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0011AC	<p>This SLIN is to be priced on a FFP basis.</p> <p>(End of narrative A001)</p> <p><u>PROGRAM MANAGEMENT OTHER - CY 2007</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>Costs for travel, relocation, and related expenses (as proposed and negotiated) for both Program Managers during the period 01 January 2007 through 31 December 2007.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2007</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2007	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2007												
0012	<p>SECURITY CLASS: Unclassified</p> <p>This SLIN is to be priced on a CPFF basis.</p> <p>(End of narrative A001)</p>													
0012AA	<p><u>DEPOT SUPPORT -CY 2007</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>All costs associated with the repair/refurbishment of failed items (to include factory support, inventory, shipping, etc) and return of repaired items to the field during the period 01 Jan 2007 - 31 Dec 2007.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0014AB	<p><u>KOREA OTHER - CY 2008</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect the costs for fly away support (travel, per diem, airfare, lodging, travel for FSRs to deployment area), field services relocation expenses (per diem, airfare lodging, travel expense for families of FSR and FSR travel to and from beddown / deployment area, administrative expenses (overseas allowance, DoD tuition, car rentals/ household goods expense/storage and on-site training (labor to formulate training package and provide training personnel for system @ Camp Humphreys, Korea during the period 01 January 2008 through 31 December 2008.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2008</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2008	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2008												
0015	<p>SECURITY CLASS: Unclassified</p> <p>This SLIN is to be priced on a FFP basis.</p> <p>(End of narrative A001)</p>													
0015AA	<p><u>PROGRAM MANAGEMENT LABOR - CY 2008</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect all Program Management labor for efforts @ Fort Bliss, TX for the period 01 January 2008 through 31 December 2008.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>	1	LO		\$ _____									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0015AB	<p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2008</td> </tr> </table> <p>This SLIN is to be priced on a FFP basis.</p> <p>(End of narrative A001)</p> <p><u>PROGRAM MANAGEMENT TRAINING - CY 2008</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect costs for required system training during the period 01 January 2007 through 31 Dec 2007 at both the Fort Bliss Texas and the Camp Humphreys locations.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2008</td> </tr> </table> <p>This SLIN is to be priced on a FFP basis.</p> <p>(End of narrative A001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2008	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2008	1	LO		\$ _____
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<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	31-DEC-2008																					
DLVR SCH		PERF COMPL																					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	31-DEC-2008																					
0015AC	<p><u>PROGRAM MANAGEMENT OTHER - CY08</u></p> <p>NOUN: CONTRACTOR LOGICTIC SUPPORT</p> <p>Costs for travel, relocation, and related expenses (as proposed and negotiated) for both Program Managers during the period 01 January 2008 through 31 December 2008.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____																		

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2008</p> <p>SECURITY CLASS: Unclassified</p> <p>This SLIN is to be priced on a CPFF basis. (End of narrative A001)</p>				
0016AA	<p><u>DEPOT SUPPORT - CY08</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>All costs associated with the repair/refurbishment of failed items (to include factory support, inventory, shipping, etc) and return of repaired items to the field during the period 01 January 2008 through 31 December 2008. (End of narrative B001)</p>	1	LO		\$ _____
0017	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 31-DEC-2008</p> <p>SECURITY CLASS: Unclassified</p> <p>This SLIN is to be priced on a CPFF basis. (End of narrative A001)</p>				
0017AA	<p><u>FOR BLISS LABOR - CY09</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>This SLIN is to reflect all labor charges for efforts @ Fort Bliss, TX for the period 01 January 2009 through 31 December 2009.</p> <p>(End of narrative B001)</p> <p>This SLIN is to reflect all labor charges for efforts @ Fort Bliss, TX for the period 01 January 2009 through 31 December 2009.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2009</td> </tr> </table> <p>This SLIN is to be priced on a CPFF basis.</p> <p>(End of narrative A001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2009				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2009												
0017AB	<p><u>FORT BLISS OTHER - CY 2009</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>This SLIN is to reflect all costs for flyaway support (travel, per diem, airfare, lodging, travel for FSRs to deployment area), field service relocation expenses (per diem, airfare, lodging, travel expense for families of FSR and FSR travel to and from beddown/deloyment area, administrative expenses (overseas allowance, DoD tuition, car rentals, household goods expense/storage andon-ite training labor to formulate training package and provide training personnel for CLS at Fort Bliss, TX during the period 01 January 2009 - 31 December 2009.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0019AB	<p><u>PROGRAM MANAGEMENT TRAINING</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>Costs for required system training during the period period 01 January 2009 through 31 December 2009 at both the CONUS (Fort Bliss) and the OCONUS (Camp Humphreys_ locations. Travel and relocation will be captured under 0019AC below.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2009</td> </tr> </table> <p>This SLIN is to be priced on a FFP basis.</p> <p>(End of narrative A001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2009	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2009												
0019AC	<p><u>PROGRAM MANAGEMENT OTHER</u></p> <p>NOUN: CONTRACTOR LOGISTIC SUPPORT</p> <p>Costs for travel, relocation, and related expenses (as nproposed and negotiated) for both Program Managers during the period 01 January 2009 through 31 December 2009.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2009</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2009	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2009												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0020	SECURITY CLASS: Unclassified This SLIN is to be proposed on a CPPF basis. (End of narrative A001)																						
0020AA	<u>DEPOT SUPPORT - CY 2009</u> NOUN: CONTRACTOR LOGISTIC SUPPORT All costs associated with the repair/refurbishment of failed items (to include factory support, inventory, shipping) and return of repaired items to the field during the period 01 January 2009 through 31 December 2009. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2009</td> </tr> </table>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2009	1	LO	\$ _____	\$ _____									
DLVR SCH	PERF COMPL																						
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	31-DEC-2009																					
0021	SECURITY CLASS: Unclassified																						
0021AA	<u>TOOL CONTROL PLAN</u> NOUN: CONTRACT DATA RQMTS LIST <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">DOC</td> <td style="width: 15%;">SUPPL</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> FOB POINT: Destination	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3		LO	\$ ** NSP **	\$ ** NSP **
DOC	SUPPL																						
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001					3																		

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Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	SECURITY CLASS: Unclassified				
0022AA	<p><u>ENGINEERING CHANGE PROPOSAL</u></p> <p>NOUN: CONTRACT DATA RQMTS LIST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3</p> <p>FOB POINT: Destination</p>		LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
0023	SECURITY CLASS: Unclassified				
0023AA	<p><u>STATUS REPORT</u></p> <p>NOUN: CONTRACT DATA RQMTS LIST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3</p> <p>FOB POINT: Destination</p>		LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>
0024	SECURITY CLASS: Unclassified				
0024AA	<u>COMPONENT OBSOLESCENCE REPORT</u>		LO	\$ <u>** NSP **</u>	\$ <u>** NSP **</u>

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Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: CONTRACT DATA RQMTS LIST <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 FOB POINT: Destination				
0025	SECURITY CLASS: Unclassified				
0025AA	<u>PARTS USAGE REPORT</u> NOUN: CONTRACT DATA RQMTS LIST <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 FOB POINT: Destination		LO	\$ ** NSP **	\$ ** NSP **
0026	SECURITY CLASS: Unclassified				
0026AA	<u>COST / SCHEDULE STATUS REPORT</u> NOUN: CONTRACT DATA RQMTS LIST <u>Packaging and Marking</u> <u>Inspection and Acceptance</u>		LO	\$ ** NSP **	\$ ** NSP **

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Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	SECURITY CLASS: Unclassified				
0029AA	<p>MONTHLY SUMMARY REPORT</p> <p>NOUN: CONTRACT DATA RQMTS LIST</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
0030	SECURITY CLASS: Unclassified				
0030AA	<p>DATA ITEM</p> <p>NOUN: PME / RAM UPDATES</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
0031	SECURITY CLASS: Unclassified				
0031AA	TRAINING		LO	\$ ** NSP **	\$ ** NSP **

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Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-L216 MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: CONTRACT DATA RQMTS LIST <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 3 FOB POINT: Destination				
0032	SECURITY CLASS: Unclassified				
0032AA	<u>CONTINUED KTR SUPPORT IN TIME OF CRISIS</u> NOUN: CONTRACT DATA RQMTS LIST <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 3 FOB POINT: Destination		LO	\$ ** NSP **	\$ ** NSP **

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MOD/AMD

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment ONE 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 as Exhibits in Section J. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

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

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS). 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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 33 of 79
	PIIN/SIIN W15P7T-04-R-L216 MOD/AMD	
Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC		

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 N/A, 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):

effective date of contract.

(x) date of contract award.

(End of clause)

C-2 52.6905 DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK) JUL/1999

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

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other

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issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

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

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME	DOCUMENT TITLE	DOCUMENT DATE
STATEMENT OF WORK	CONTRACTOR LOGISTICS SUPPORT (CLS) AIRBORNE RECONNAISSANCE LOW MULTIFUNCTION (ARL-M) PROGRAM	JULY 2004

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

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

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

5. The following document categories apply:

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

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

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

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

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

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

FAX: (215) 697-1462

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

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

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

Name of Offeror or Contractor: SNC TELECOMMUNICATION, LLC

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

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

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

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

a. Drawing Review and Certification.

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

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

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

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

b. Disposition of Drawings and Specifications.

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

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

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

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

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

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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):

effective date of contract.

date of contract award.

(End of clause)

C-3

52.6930

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

SEP/1992

Within 30 days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

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SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.7026	CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS--METHOD OF TRANSMISSION	NOV/1996
<p>(a) <u>Materiel</u> will be packed to conceal it properly and to avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION APPEAR ON EXTERNAL MARKINGS (EXTERIOR CONTAINERS). (See Chapter 4 of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).</p>		

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

(End of clause)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-04	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) AND ALTERNATE I (APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

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

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

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

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

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

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

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

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

Location of Final Manufacture: -1-
(City, County, State)Packaging and Packing: -2-
(City, County, State)Shipping Point (at or near): -3-
(Street Address, City, State, Zip Code)Producing facilities: -4-
(Owner, Street Address, City, State, Zip Code)Operator: -5-
(Operator, Street Address, City, State, Zip Code)

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

-6-
(Street Address, City, State)

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

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-2	52.7050 ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: Maintenance Services, ARL-MInitiating Activity: PM Signals Warfare
(Item/Project Manager)Controlled Item Report Requirements: N/A

Invoice Address: See Contract Face Page

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Jane Watters

Organization Code: AMSEL-AC-CC-RT-L

Telephone Area Code and No.: (732) 427-1322

DSN/Autovon No.: 987-1322

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

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

Name:

Address:

(City, State, Zip Code)

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

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

G-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@mail.monmouth.army.mil.

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

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

(End of clause)

G-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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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

(i) The Contracting Officer's e-mail address is: Robert.Piermattei@us.army.mil
The Contract Specialist's e-mail address is Jane.E.Watters@us.army.mil
The Technical Point of Contact's e-mail address is: Charles.Crook@associates.dhs.gov

(End of clause)

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

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<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN:AMSEL-AC-CC-RT-L(WAT) Fort Monmouth, NJ 07703-5000	ONE
APM,ARL Bldg 110 19844 Blue Ridge Mountain Rd Bluemont, VA 20135	TWO
Commander, US Army CECOM, ATTN: AMSEL- AC-CS-E(ALE) Fort Monmouth, NJ 07703-5000	1

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

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

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

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

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

H-4

52.6195

CONTRACTOR AND COTR IDENTIFICATION

OCT/1999

Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official Government acts. The Government manager or Contracting Officer's Technical Representative (COTR) must ensure that the contracted employee displays his or her name and the name of the company while in the work area, wears and displays a building pass at all times, and includes the company's name in his or her email display.

If a Government manager wishes to send a contractor to any type of meeting where classified or sensitive unclassified material may be presented, the COTR must provide-in writing or email-verification of the contractors' security clearance and/or need to know.

As prescribed by other laws herein, sexual harassment and other forms of discrimination are unacceptable conduct in the Army workplace whether committed by or against its Government or contractors' employees. Violations of this policy could result in joint liability for both the Army and the contractor(s).

The COTR point-of-contact for this acquisition is: Charles Crook, APM

(End of clause)

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H-5 52.6215 ESTIMATED TIME TO COMPLETE APR/1991

(a) Subject to the requirements of 'Incremental Funding' provision and the 'Limitation of Funds' and the 'Allowable Cost, and Payment' clauses of this contract, the following is incorporated herein:

(b) It is estimated that 60 months (commencing approximately Jan 2005 and ending approximately Dec 2009) will be required by the contractor to complete the work called for in the Schedule (Sections A thru H) hereof. The funds allocated hereunder and set forth in the Schedule cover the estimated funding required for a period of 12 months, up to and including Dec 2005. Succeeding funding to cover the total cost/performance of this contract will be in increments of 12 months or less for each fiscal year, as required.

H-6 52.6400 SPECIAL DEPLOYMENT CONTRACT REQUIREMENTS SEP/2001

In accordance with the Contractor Support in the Theatre of Operations Desk Book Supplement dated 28 Mar 01 the following paragraphs address the deployment of contractor personnel into the theater of operations in support of a contingency.

The following list of special contract requirements highlights the broad range of requirements the Requiring Activity, Operations Planner, Contracting Officer, and Contractor should consider for inclusion in all contracts (System, External, or Theater) that will or potentially will be required to support deployed operations in theater. The objective is proactively facilitate peacetime or contingency support, as well as support the transition to war. The suggested language will need to be tailored for specific contractual requirements, stipulations, or Service requirements and should be considered for application on a case by case basis. When possible, these requirements should be written as performance based and incorporated in the Statement of Work.

Overview

The government may direct the contractor to perform in support of a contingency or exercise, as provided by law or defined by the applicable Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the contingency or exercise. In the event contractor employees are deployed or hired into the area of operations in support of a contingency or exercise, the following items and conditions will apply for all three types of contract support, unless otherwise noted:

Management (Systems, External and Theater Support)

The contractor shall ensure that all contractor employees, including sub-contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. Also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The contracting officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

The contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-contractors.

The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

The contracting officer may direct the contractor, at the contractors expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

Accounting for Personnel (Systems, External and Theater Support)

As directed by the contracting officer or his/her representative and based on instructions of the Theater Commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

Risk Assessment and MitigationSystems, External and Theater Support

The contractor will ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

If a contractor employee departs an area of operations without contractor permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be in place within 5 days or as directed by the contracting officer.

The contractor will prepare plans for support of military operations as required by contract or as directed by the contracting officer. For badging and access purposes, the contractor will provide the Service with a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information. Changes/updates will be coordinated with service representative.

As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from

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the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

Systems and External Support ONLY

The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

The contractor will designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

Force Protection (Systems, External and Theater Support)

While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

Vehicle and Equipment Operation (Systems, External and Theater Support)

The contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative.

The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

The contractor and its employees will be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

On-Call Duty or Extended Hours (Systems, External and Theater Support)

The contractor shall be available to work on-call to perform mission essential tasks as directed by the contracting officer.

The contracting officer, or his/her designated representative, will identify the parameters of on-call duty.

The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

The contracting officer may negotiate an equitable adjustment to the contract consistent with pre-award cost negotiations concerning extended hours, surges, and overtime requirements.

Clothing and Equipment Issue

Systems, External and Theater Support: The contractor shall ensure that contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the governments tactical position in the field.

External and Systems Support ONLY: Contractors accompanying the force are not authorized to wear military uniforms, except for specific items required for safety and security. If required, the government shall provide to the contractor all military unique organizational clothing and individual equipment. (Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.)

Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.

The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

The contractor shall ensure that all issued organizational clothing and individual equipment is returned to the government. Upon return of organizational clothing and individual equipment to the government, the contractor shall be responsible for requesting, maintaining, and providing to the contracting officer documentation demonstrating the return of issued organizational clothing and individual equipment to government control.

The contracting officer will require the contractor to reimburse the government for organizational clothing and individual equipment lost or damaged due to contractor negligence.

Legal Assistance (External and Systems Support ONLY)

The contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

While contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions and as permissible under Military Department Regulations:

The legal assistance is in accordance with applicable international or host nation agreements.

The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys.

Central Processing and Departure Point (External and Systems Support ONLY)

The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. For any contractor employee determined by the government at the deployment processing site to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the re-scheduled deployment timeline as determined by the contracting officer.

The contracting officer shall identify to the contractor all required mission training and the location of the required training.

The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

The contracting officer shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

The government shall provide the contractor employees with CDE familiarization training for the performance of mission essential tasks

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in designated high threat countries. This training will be commensurate with the training provided to Department of Defense civilian employees.

Standard Identification CardsExternal and Systems Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for deployment and shall inform the contractor where the identification cards and tags are to be issued.

The contracting officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a Replacement Center.

Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Theater Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for contract performance in the theater of operations and shall inform the contractor where the identification cards and tags are to be issued.

Upon conclusion of contract performance, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Medical (External and Systems Support ONLY)

The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment. The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The government may require medical screening at the CONUS Replacement Center. (To include DNA sampling and immunizations for Contractors deploying OCONUS)

For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem can not be remedied for the specific employee in question, a replacement, having equivalent qualifications and skills, shall be provided as determined by the contracting officer.

When applicable or IAW with a standing contract, the government may provide to contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

Weapons and Training (External and Systems Support ONLY)

Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the area of operations. The government may choose to issue military specification, personal weapons and ammunition (M9 Pistols) for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. When accepted, the contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor employee must be aware that they may incur civil and criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Also when accepted, only military issued ammunition may be used in the weapon.

Prior to issuing any weapons to contractor employees, the government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war.

The contractor shall ensure that its employees adhere to all guidance and orders issued by the theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

Contractors will screen employees, and Subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. or applicable host nation laws. Evidence of screening will be presented to the contracting officer.

Passports, Visas and Customs

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail).

External and Systems Support ONLY

The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees.

At the contractor employees and/or contractors expense, the contractor employees shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees per U.S. Customs Service rates and restrictions.

Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

Theater Support ONLY

The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer for contractor employees.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are working.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal

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items in possession of contractor employees.

Reception, Staging, Onward Movement and Integration (External and Systems Support ONLY)

Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration (RSO&I), as directed by the Theater Commander or his/her designated representative through the contracting officer or his/her designated representative.

The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

Living Under Field Conditions (External and Systems Support ONLY)

The government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract. If the above support is negotiated in the contract, at any level, the USG/contracting officer will receive consideration.

Morale, Welfare, and Recreation (External and Systems Support ONLY)

(NOTE: The government can provide these services if the CINCs agree to and can handle the increase in personnel.)

The government shall provide to contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

5.18 -- Status of Forces Agreement (External and Systems Support ONLY)

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail and the possible application of the clauses listed below)

After having consulted with the servicing legal advisor, the contracting officer shall inform the contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

The contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements.

The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

Tour of Duty/Hours of Work (External and Systems Support ONLY)

The contracting officer, or his/her representative, shall provide the contractor with the anticipated duration of the deployment.

The contractor, at his/her own expense, may rotate contractor employees into and out of the theater provided there is not degradation in mission. The contractor will coordinate personnel changes with the contracting officer.

The contracting officer shall provide the contractor with the anticipated work schedule.

The contracting officer, or his/her designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

Health and Life Insurance (External and Systems Support ONLY)

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act and Longshoremen and Harbor Workers Compensation Act administered by the Department of Labor.

Next of Kin Notification (External and Systems Support ONLY)

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

Return Procedures (External and Systems Support ONLY)

Upon notification of redeployment, the contracting officer shall authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.

The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

Miscellaneous Issues

Training of Government Personnel (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to train Government Personnel to support the requirement.

The rights and remedies of the Government under this clause is in addition to any other rights and remedies provided by law or under this contract.

Technical Data Rights (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to furnish the Government with all Technical Data Rights necessary, as determined by the Contracting Officer, to support the requirement. These rights and remedies of the Government is in addition to any other rights and remedies provided by law or under this contract.

Purchasing Resources (Systems, External and Theater Support)

When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operation.

Special Legal (Systems, External Support)

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Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

[BACKGROUND: Essentially, the Act applies to anyone who engages in conduct outside the US that would constitute an offense punishable by imprisonment for more than 1 year, the same as if the offense had been committed within the jurisdiction of the US. The person must be employed by or accompanying the Armed Forces outside the US. The term employed by the Armed Forces outside the US means employed as a civilian employee of DoD, as a DoD contractor or as an employee of a DoD contractor, who is present or residing outside the US in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the US means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD contractor or an employee of a DoD contractor, not a national of or ordinarily resident in the host nation.

H-7 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES NOV/2001

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

H-8 52.7410 DEPLOYMENT OF CONTRACTORS TO THE FAR EAST (FE) SEP/1999

All contractors performing in the Far East (FE) ****KOREA, must report their arrival and length of stay with the CECOM Senior Command Representative (SCR) at the Logistics Support Element-Far East (LSE-FE). The location of the LSE-FE is at Camp Market, Korea APO: AP 96283. The telephone numbers for contacting the Senior Command Representative is as follows: DSN: (315) 722-3222 or (315)722-3347 Cellular Number" (315) 723-6206 and Fax No. (315) 722-3757.

****IF IN HAWAII OR ALASKA, THEY WILL REPORT TO THE LOCAL LOGICISTS ASSISTANCE OFFICE.

(End of clause)

H-9 52.7510 ESTIMATED COST, FIXED FEE, SUM ALLOTTED AUG/2003

(a) Estimated Cost: The estimated cost of the contractor's performance hereunder, exclusive of the fixed fee, is \$_____ * _____ which amount is based upon data on file in the office of the Contracting Officer. This sum may be increased from time to time by the Government solely at its discretion. Upon the making of any such increase, the Contracting Officer shall notify the contractor in writing thereof.

(b) Fixed Fee: In addition to the estimated cost, the Government shall pay the contractor a fixed fee of \$_____ * _____ for the performance of this contract. Subject to the withholding provided for in the clause of this contract entitled 'Fixed Fee', and unless the Contracting Officer determines that the contractor's performance is unsatisfactory, this fixed fee may be paid, as it accrues in monthly installments in amounts which, when added to all previous payments on account of the fixed fee, bear the same proportion to the total fixed fee as the sum of the payments made and due on account of all allowable cost bear to the total estimated cost, or where appropriate, such payments of fixed fee will be based upon the percentage of completion of the work as determined from estimate made or approved by the Contracting Officer.

(c) Sum Allotted: There has been allotted for this contract, inclusive of the fixed fee, the total sum of \$_____ * _____ . Being \$_____ * _____ on account of allowable cost and \$_____ * _____ on account of fixed fee.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-5	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-8	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-03	CONVICT LABOR	JUN/2003
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-29	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-32	52.225-5	TRADE AGREEMENTS	JUN/2004
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.227-09	REFUND OF ROYALTIES	APR/1984
I-37	52.228-03	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-38	52.228-04	WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS	APR/1984
I-39	52.228-05	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-41	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-42	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-43	52.232-01	PAYMENTS	APR/1984
I-44	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-16	PROGRESS PAYMENTS (APR 03) AND ALTERNATE I (MAR 2000)	APR/2003
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-20	LIMITATION OF COST	APR/1984
I-50	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-51	52.232-25	PROMPT PAYMENT	OCT/2003
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-53	52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	MAY/1999
I-54	52.233-1	DISPUTES	JUL/2002

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I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-57	52.242-01	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-58	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-59	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-60	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-61	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-01	CHANGES - FIXED PRICE (AUG 1987) AND ALTERNATE II (APR 1984)	AUG/1987
I-64	52.243-02	CHANGES - COST-REIMBURSEMENT (AUG 1987) AND ALTERNATE II (APR 1984)	AUG/1987
I-65	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-66	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-67	52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN/2003
I-68	52.248-1	VALUE ENGINEERING	FEB/2000
I-69	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-70	52.249-04	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-71	52.249-06	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-72	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-73	52.251-01	GOVERNMENT SUPPLY SOURCES	APR/1984
I-74	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-75	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-76	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-77	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-78	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-79	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-80	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-81	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-82	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-83	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-85	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-86	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-87	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-88	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-89	252.225-7036	BUY AMERICAN ACT-- FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	JAN/2004
I-90	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-91	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-92	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-93	252.228-7002	AIRCRAFT FLIGHT RISK	SEP/1996
I-94	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-95	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-96	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-97	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-98	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-99	252.241-7001	GOVERNMENT ACCESS	DEC/1991
I-100	252.242-7000	POST AWARD CONFERENCE	DEC/1991
I-101	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-102	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-103	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-104	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-105	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-106	252.246-7001	WARRANTY OF DATA	DEC/1991
I-107	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-108	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-109	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

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conduct of business with the Government.

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

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

Registered in the CCR database means that--

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with

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Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate i to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 15th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

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(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer, if approved in writing by the Contracting Officer), after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes Clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

I-111 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to current contract period.

I-112 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of current contract period [insert in the clause the period of time within which the Contracting Officer may exercise the option]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I-113 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS DEC/2001

(DEC 01) AND ALTERNATE I (DEC 01)

Notice: The following term(s) of this clause are waived for this contract: NONE.

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

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

"Executive and top Management" means any employee-

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

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

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

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

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

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

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

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

"Special disabled veteran" means-

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

(i) Rated at 30 percent or more; or

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

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

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

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

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

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

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

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- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

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

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

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

(c) Listing openings.

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

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

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

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

(e) Postings.

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

(2) The employment notices shall--

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

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

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

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

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

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

(End of Clause)

I-114

52.222-47

SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS

MAY/1989

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated therein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Northrop Grumman and the applicable union. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I-115

52.246-20

WARRANTY OF SERVICES

MAR/2001

(a) Definition.

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconforming to the Contractor within 45 days of acceptance. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or repertorial.

(c) If the Contractor is required to correct or repertory, it shall be at no cost to the Government, and any services corrected or

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reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I-116 52.XXX CONTINUED PERFORMANCE DURING CRISES SITUATIONS JUL/1988

a. The requirements of this contract have been identified by the US Government as being essential to the mission and operational readiness of the US Army and allied forces operating within USFK; therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below.

b. The contractor shall be responsible for performing all requirements of this contract notwithstanding crises situations including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States (US) or its allied forces, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of US and allied forces in Korea or South America, SOUTHCOM. Failure by the contractor to perform may subject the contractor to a termination of this contract by default.

c. Crises situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) three (3) is declared for that area.

d. Continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during war or state of emergency. The contractor shall notify the contracting officer of any increase or decrease in costs within ninety (90) days after continued performance has been directed by the contracting officer, or within any additional period that the contracting officer may approve in writing, but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an adjustment and any data supporting the increase or decrease in the form prescribed by the contracting officer. As soon as practicable after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the disputes clause.

e. Contractor personnel and dependents will be integrated into Government Contingency Plans, and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The Government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.

I-117 52.222-26 EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999) APR/2002

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

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

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

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

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

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

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

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

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national origin.

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

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

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

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

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

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

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

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

(End of Clause)

I-118 52.227-03 PATENT INDEMNITY (ALTERNATE II) APR/1984

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

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

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

I-119 52.232-16 PROGRESS PAYMENTS APR/2003

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

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(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

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

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

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

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

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

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

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

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

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

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

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the Government under this clause.

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

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

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

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

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

(i) Reservations of rights.

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

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

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

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

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

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

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

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(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the _____ [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-120

52.243-07

NOTIFICATION OF CHANGES

APR/1984

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

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

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

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

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

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

I-121 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

JUL/2004

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

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

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

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

(c)

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

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- (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

(End of Clause)

I-122 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

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

(End of Clause)

I-123 252.219-7009 SECTION 8(a) DIRECT AWARD MAR/2002

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is: -1- (To be completed by the Contracting Officer at time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administrative functions to a contract administrative office.

(c) The 8(a) Contractor agrees that--

1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

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(End of clause)

I-124 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE JUN/1998
THE UNITED STATES

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

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

(End of clause)

I-125 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS JAN/2004

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD FORM 1423, CDRL (TOOL CONTROL PLAN)	30-JUL-2004	001	EMAIL
Exhibit B	DD FORM 1423, CDRL (ENGINEERING CHANGE PROPOSAL)	30-JUL-2004	001	EMAIL
Exhibit C	DD FORM 1423, CDRL (STATUS REPORT)	30-JUL-2004	001	EMAIL
Exhibit D	DD FORM 1423, CDRL (COMPONENT OBSOLESCENCE REPORT)	30-JUL-2004	001	EMAIL
Exhibit E	DD FORM 1423 (PARTS USAGE REPORT)	30-JUL-2004	001	EMAIL
Exhibit F	DD FORM 1423 (COST / SCHEDULE STATUS REPORT)	30-JUL-2004	001	EMAIL
Exhibit G	DD FORM 1423 (GFE / SHORTAGE / STATUS REPORT)	30-JUL-2004	001	EMAIL
Exhibit H	DD FORM 1423 (QUALITY DEFICIENCY REPORT)	30-JUL-2004	001	EMAIL
Exhibit J	DD FORM 1423 (MONTHLY SUMMARY REPORT)	30-JUL-2004	001	EMAIL
Exhibit K	DD FORM 1423 (PME / RAM UPDATES)	03-JUL-2004	001	EMAIL
Exhibit L	DD FORM 1423 (TRAINING)	30-JUL-2004	001	EMAIL
Exhibit M	DD FORM 1423 (CONTINUED CONTRACTOR SUPPORT IN TIME OF CRISIS)	30-JUL-2004	001	EMAIL
Attachment 001	STATEMENT OF WORK, ARL-M	27-SEP-2004	026	EMAIL
Attachment 002	SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)	27-SEP-2004	011	EMAIL

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
K-3	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541614.
- (2) The small business size standard is \$6m.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

(End of Provision)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

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

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

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

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

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

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

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

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

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

K-8 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

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

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

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

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otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

() TIN:_____.

() TIN has been applied for.

() TIN is not required because:

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

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

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

() Other. State basis._____

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt):

() Corporate entity (tax-exempt):

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

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

(f) Common Parent.

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

() Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

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

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AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

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

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

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

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

(End of provision)

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that-

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

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

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

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K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

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

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

(End of Provision)

K-13 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.

(End of provision)

K-14 52.227-06 ROYALTY INFORMATION APR/1984

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

(1) Name and address of licensor.

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

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

K-15 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003
(a) Definitions.

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

(b) Evaluation.

The Government-

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

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

(c) Certifications and identification of country of origin.

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

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Line Item Number	Country of Origin
_____	_____

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

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

(End of provision)

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K-16 252.247-7022 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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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.237-01	SITE VISIT	APR/1984
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
L-10	252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	MAR/1997
L-11	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
Any contract awarded as a result of this solicitation will be (-1-) DX rated order; (x) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.			
L-12	52.216-01	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a FFP/CPFF contract resulting from this solicitation. (End of Provision)			
L-13	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 Robert T. Piermattei, Contracting Officer, 732.532.6765.			
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of provision)			
L-14	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): <u>http://www.arnet.gov/far</u> <u>http://farsite.hill.af.mil</u> (End of Provision)			
L-15	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:

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

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

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

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

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

(End of Clause)

L-16 52.7237 NOTICE: PERSONNEL CHANGES SEP/1997

Offerors are required to insure the continuing availability of personnel for whom resumes are required. If any personnel substitutions occur prior to Final Proposal Revision, the offeror shall amend its proposal accordingly. Failure to do so may render the proposal unacceptable.

L-17 52.7395 COST OF MONEY FOR FACILITIES CAPITAL SEP/1997

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

L-18 52.7455 MAKE OR BUY PROGRAM APR/1991

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

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

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

- a. The effect of the offeror's plan to make or buy, as the case may be, on technical, manufacturing, or financial risk involved, price, quality, delivery, performance, and contemplated type of subcontract;
- b. Whether the offeror plans to broaden his base of subcontractors through competitive means;
- c. Whether the offerors has given consideration to competence, abilities, experience, and capacities available within other firms;
- d. Whether small business concerns are given an equitable opportunity to compete for subcontracts;
- e. Whether the offeror or major subcontractors propose to do work in plant, the nature of which differs significantly from their normal in-plant operations or for which they are not historically suited;
- f. Whether production of the item(s) or production of the work will create a requirement, either directly or indirectly, for additional facilities to be furnished by the Government, by the offeror, or by subcontractors;

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

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

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