

<b>AWARD/CONTRACT</b>	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 16
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2. Contract (Proc. Inst. Ident) No. DAAE07-03-C-B002	3. Effective Date 2003JUN20	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN BLDG 231 SFAE-GCS-W-BCT ROBERT D. BAIRD (586)753-2076 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  e-mail address: BAIRD@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) DCMA SPRINGFIELD BLDG 1, ARDEC PICATINNY, NJ 07806-5000	Code S3101A
		SCD C PAS NONE	ADP PT HQ0337

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CANBERRA DOVER, INC. 58 RICHBOYNTON RD PO BOX 937 DOVER, NJ. 07801-2650  TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
	9. Discount For Prompt Payment
	10. Submit Invoices (4 Copies Unless Otherwise Specified)
	Item 12
Code 06442	Facility Code
	10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	Code HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	14. Accounting And Appropriation Data ACRN: AA 21 32033000035R5R07P31107131E9 S20113 W56HZV
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					
15G. Total Amount Of Contract					\$182,632.00

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	13
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement			J	List of Attachments	
X	D	Packaging and Marking	6	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	8		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	9		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	10		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	11				

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer CONSTANCE M. TUCKER TUCKERC@TACOM.ARMY.MIL (586)753-2019
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2003JUN20

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Force

1. This Firm-Fixed Price Contract DAAE07-03-C-B002 is awarded to Canberra-Dover Incorporated for the procurement quantity of 296 each, MK-2719/VDR-2 Electronic Installation Kit, NSN 5820-01-355-7459, Part Number A3173168. The Government requires the Contractor to manufacture the Electronic Installation kit (EIK) to permit installation of the AN/VDR-2 Radiac Set into SBCT3 Stryker vehicles.

2. The period of performance begins immediately upon receipt of order thru 31 March 2004. All deliveries are required not later than 31 March 2004, in accordance with the delivery schedule on Page B of this Contract DAAE07-03-C-B002. Early delivery is acceptable and encouraged.

3. In accordance with CLIN 0001AA of this Contract DAAE07-03-C-B002, the Contractor shall assemble the EIK, Radiac Set, and vehicle mount. A Government designated representative shall coordinate the delivery of Government Furnished Material (GFM) to provide the contractor with the materials necessary to complete the deliverable service under CLIN 0001AA. The GFM shall be provided by the designated Government representative to the Contractor as soon as possible after contract award, and in time for the contractor to complete performance in accordance with the delivery schedule.

a. The Government designated representative shall coordinate with the contractor for delivery of the following GFM:

<u>Item Description</u>	<u>NSN</u>	<u>Part Number</u>	<u>Quantity</u>
Radiac Set AN/VDR-2	6665-01-222-1425	D43180	296 each
Mount, Resilient, General Purpose	5340-01-222-1374	MT-6123/VDR-2	296 each

b. The Government designated representative responsible for coordinating delivery of GFM is:

Mr. Tim Evers  
SFAE-GCSS-W-BCT  
Tank-automotive and Armaments Command  
6501 E. Eleven Mile Road  
Warren, Michigan 48397-5000

Telephone: (586) 753-2026  
FAX: (586) 753-2047  
everst@acom.army.mil

c. The Government designated representative shall coordinate delivery of GFM to the contractors address:

SHIP TO: Canberra-Dover, Incorporated  
58 Richboynton Road, PO Box 937  
Dover, New Jersey 07801-2650

MARK FOR: Mr. Jack Cooley  
58 Richboynton Road, PO Box 937  
Dover, New Jersey 07801-2650  
Telephone: (973) 361-5600, Ext. 307  
Fax: (973) 361-9506

d. Upon receipt of GFM, the Contractor shall inspect each shipment for kind and count.

4. The Contractor shall notify the designated Government representative named in paragraph 4b when GFM is received. Notification in writing may be accomplished electronically via email. Notification shall consist of quantity, kind, and condition of GFM delivered by the Government.

5. Additionally, the Contractor shall complete a Supply Discrepancy Report [previously called Report of Discrepancy (ROD)] for damaged or defective material, part shortages, and shipping documentation errors. The designated Government representative shall coordinate additional shipments of GFM as required. If damaged or defective GFM, part shortages, or delays to receipt of GFM will impact the delivery schedule contained on Page B of this Contract DAAE07-03-C-B002, the Contractor shall notify the Contracting Officer.

**Name of Offeror or Contractor:**

6. Under CLIN 0001AA, the Contractor shall test, calibrate as necessary, and label each set upon completion of component assembly and prior to shipping.

7. A delivery schedule for the MK22719/VDR-2 EIK is specified under CLIN 0002AA of this Contract DAAE07-03-C-B002. While CLIN 0002AA is established for the separately priced purchase of the hardware (MK2719/VDR-2 EIK) manufactured by the Contractor, delivery is for the AN/VDR-2 Radiac Assemblies completed under CLIN 0001AA. Each assembly consists of the MK2719/VDR-2 Electronic Installation Kit and GFM (AN/VDR-2 Radiac Set and vehicle mount). The delivery schedule under CLIN 0002AA on Page B of this contract specifies performance as follows.

<u>Delivery Schedule</u>	<u>Quantity</u>	<u>Delivery Address</u>
31 JAN 2004	60 each	See CLIN 0002AA for delivery address/shipping instructions
29 FEB 2004	118 each	See CLIN 0002AA for delivery address/shipping instructions
31 MAR 2004	118 each	See CLIN 0002AA for delivery address/shipping instructions

8. This Contract DAAE07-03-C-B002 is awarded on a Firm-Fixed Price basis as follows:

a. Inspection, acceptance, and FOB point are destination.

b. The appropriate CLIN for work performed shall be specified on each DD Form 250 and in billing documents/invoice submitted by the Contractor for payment.

c. The contractor shall submit separate invoices to the Government, for payment for each deliverable identified in the separate CLINs specified under Contract DAAE07-03-C-B002.

9. See Packaging Requirements clause in Section D. The Contractor shall utilize best commercial practices for Packaging, Handling, Storage, and Transportation (PHS&T).

10. The Contractor may reply to notification of contract award to the Government's Contracting Officer via Facsimile at (586) 753-2047, or email at bairdr@tacom.army.mil.

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  All work to be performed and all services to be furnished under Contract Line Item Number (CLIN) 0001AA shall be performed on a Firm-Fixed Price basis.  (End of narrative A001)																																																				
0001	SECURITY CLASS: Unclassified  Assembly, Testing, Calibration, and Labelling of Radiac Set assembly (AN/VDR-2 Radiac Set, Vehicle Mount, MK2719/VDR-2 Electronic Installation Kit)  (End of narrative A002)																																																				
0001AA	<u>RADIAC SET ASSEMBLY</u>  NOUN: KTR SPT MK2719 INSTALL KITS PRON: X13GX209X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">DLVR SCH</td> <td style="width: 35%;"></td> <td style="width: 15%;">PERF COMPL</td> <td style="width: 35%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>60</td> <td>31-JAN-2004</td> <td></td> </tr> <tr> <td></td> <td>\$ 4,260.00</td> <td></td> <td></td> </tr> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>002</td> <td>118</td> <td>29-FEB-2004</td> <td></td> </tr> <tr> <td></td> <td>\$ 8,378.00</td> <td></td> <td></td> </tr> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>003</td> <td>118</td> <td>31-MAR-2004</td> <td></td> </tr> <tr> <td></td> <td>\$ 8,378.00</td> <td></td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	60	31-JAN-2004			\$ 4,260.00			DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		002	118	29-FEB-2004			\$ 8,378.00			DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		003	118	31-MAR-2004			\$ 8,378.00			296	AY		\$ 21,016.00
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0002	NSN: 5820-01-355-7459 SECURITY CLASS: Unclassified																																																				

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-03-C-B002 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MK2719 INSTALLATION KITS                      PRON: X13GX165X1 PRON AMD: 03 ACRN: AA                      AMS CD: 31107180008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W909533114H002 W81DJM J 2  <u>PROJ CD BRK BLK PT</u>                      EAL  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 60 31-JAN-2004                      002 118 29-FEB-2004                      003 118 31-MAR-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W81DJM) XU W4UJ USAG ALASKA                      SAT STOR SSA SUP DIV DOL BLDG 804                      600 RICHARDSON DRIVE TPF                      FT RICHARDSON AK 99505-7000</p> <p>MARK FOR:                      Mr. Dan Gehrer                      Stryker PM Liaison                      Ft. Richardson Alaska 99505                      (907) 384-2292 (907) 250-6519</p> <p>(End of narrative F001)</p>	296	EA	\$ 546.00000	\$ 161,616.00

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	MAY/2003

(a) The preservation, packing, and marking requirements for this contract shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 1 each Radiac Set (assembly consisting of AN/VDR-2 Radia Set, Vehcile Mount, and MK 2719/VDR-2 Electronic Installation kit).

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and

**Name of Offeror or Contractor:**

storage.

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Military Shipping Label: Military Shipment Labels may be created using the Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD). See the web site: <http://www.asset-trak.com/catt/catt.htm>. The software may be downloaded at: [http://www.asset-trak.com/catt/msl\\_irrd/msl\\_irrddownload.htm](http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm). Be sure to bookmark this page for future releases of CATT MSL/IRRD.

(h) Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: Bulk packing unit packages shall utilize best commercial practices.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 16****PIIN/SIIN** DAAE07-03-C-B002**MOD/AMD****Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

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

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-4	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

    ZERO     percent increase; and

    ZERO     percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

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**PIIN/SIIN** DAAE07-03-C-B002

**MOD/AMD**

**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG		ACCOUNTING CLASSIFICATION			JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>				<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	X13GX209X1	AA	1	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV \$	21,016.00
	31107180008								
0002AA	X13GX165X1	AA	1	21	32033000035R5R07P31107131E9	S20113	3GXP19	W56HZV \$	161,616.00
	31107180008								
							TOTAL	\$	182,632.00

SERVICE	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION			ACCOUNTING	OBLIGATED
<u>NAME</u>						<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21	32033000035R5R07P31107131E9	S20113	W56HZV	\$	182,632.00
					TOTAL	\$	182,632.00

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN DAAE07-03-C-B002

MOD/AMD

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-2	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-3	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-6	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

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

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

TABLE

Line	National Stock	Commercial Item	Source of Supply	Actual
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u> <u>Address</u>	<u>Part No.</u> <u>Mfg?</u>
(1)	(2)	(3)	(4)	(5)

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

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

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

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

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

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

[End of Clause]

H-7	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

- Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)
- Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
- Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
- Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
- Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they

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will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

H-8 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250  
(TACOM)

MAR/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-18	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-27	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-30	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-17	INTEREST	JUN/1996
I-35	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-36	52.232-25	PROMPT PAYMENT	FEB/2002
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-41	52.242-13	BANKRUPTCY	JUL/1995
I-42	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-43	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-44	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	DEC/1989
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-47	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-48	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-49	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-51	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-52	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-53	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-54	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-55	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-56	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-57	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-58	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-59	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-60	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-61	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-62	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-63	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-64	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001

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

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

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

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

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

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

[End of Clause]

I-65	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
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(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)

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

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

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

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(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 (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum 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-66

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-67

252.204-7004

REQUIRED CENTRAL CONTRACTOR REGISTRATION

NOV/2001

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

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

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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

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registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-68            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. 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(es).

(d) 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.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]