

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ↓		RATING	PAGE OF PAGES 1 of 57	
2. CONTRACT NO. M67854-05-D-7043		3. SOLICITATION NO. M67854-03-R-7041		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		
5. DATE ISSUED 19 MAR 2004		6. REQUISITION/PURCHASE NO.				
7. ISSUED BY COMMANDER MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-5010 PH: (703) 432-4108		CODE M67854	8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ↓	A. NAME M. CATHERINE RICHMOND	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (703) 432-4280
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X	C	DESCRIPTION/SPECS/WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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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) ↓	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)				
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15A. NAME AND ADDRESS OF OFFEROR EDO- DARLINGTON 495 JESSEN LANE WANDO, SC 29492	CODE	FACILITY	CAGE CODE: 06QM5 DUNS: 784629446	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) JOHN C. VOLLMER DIRECTOR
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15B. TELEPHONE NO. (include area code) (607) 751-5175	15c. CHECK IF REMITTANCE ADDRESS [X] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE-See Sec G.5	17. SIGNATURE 	18. OFFER DATE 5/25/05
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERS See Section B	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION SEE SECTION G
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) ()	22. SUBMIT INVOICES TO ADDRESS SHOWN IN Section G (4 copies unless otherwise specified) ↓	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE S1103A	25. PAYMENT WILL BE MADE BY CODE DFAS COLUMBUS SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264	ITEM H0338
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DCMA Atlanta DCMA-GATB Atlanta 805 Walker Street Marietta, GA 30060-2789	26. NAME OF CONTRACTING OFFICER (Type or print) M. Catherine Richmond	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 25 MAY 2005
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	TRANSITION SWITCH MODULE (FAT Unit)				
0001AA	Deployed End Office Suite (DEOS)	1	ea	(b)(4)	
0001AB	Deployed Integrated Transport Suite (DITS)	1	ea		
0001AC	Remote Subscriber Access Module (RSAM)	3	ea		
	<p>FIRST ARTICLE <u>0001</u> each. (FOR INFORMATION ONLY, Offeror states that the non-recurring costs which are associated with the design and fabrication of the First Article, is: \$733,945)</p>				
0002	DEOS Test Units				
0002AA	CONUS Destination				
	1 - 5				
	6 - 10				
002AB	OCONUS Destination				
	1 - 5				
	6 - 10				
0003	DITS Test Units				
0003AA	CONUS Destination				
	1 - 5				
	6 - 10				
	11 - 15				
0003AB	OCONUS Destination				
	1 - 5				
	6 - 10				
	11 - 15				
0004	RSAM Test Units				
0004AA	CONUS Destination				
	1 - 5				
	6 - 10				
0004AB	OCONUS Destination				
	1 - 5				
	6 - 10				
0005	Technical Data (PACKAGING, HANDLING, STORAGE AND TRANSPORTATION) as specified on DD Form 1423, EXHIBIT A				
0005AA	<u>EXHIBIT A001</u> - VALIDATION/TEST REPORT		Lot		

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0006	Technical Data (ADMIN) as specified on DD Form 1423, EXHIBIT B				(b)(4)
0006AA	<u>EXHIBIT B001</u> - CONFERENCE AGENDA	1	Lot		
0006AB	<u>EXHIBIT B002</u> - CONFERENCE MINUTES	1	Lot		
0007	Technical Data (ALSS) as specified on DD Form 1423, EXHIBIT C				
0007AA	<u>EXHIBIT C001</u> - COMMON AND BULK ITEMS LIST	1	Lot		
0007AB	<u>EXHIBIT C002</u> - DESIGN CHANGE NOTICE	1	Lot		
0007AC	<u>EXHIBIT C003</u> - ENGINEERING DATA FOR PROVISIONING	1	Lot		
0007AD	<u>EXHIBIT C004</u> - LONG LEAD TIME ITEMS LIST	1	Lot		
0007AE	<u>EXHIBIT C005</u> - PROVISIONING AND OTHER PREPROCUREMENT SCREENING	1	Lot		
0007AF	<u>EXHIBIT C006</u> - PROVISIONING PLAN	1	Lot		
0007AG	<u>EXHIBIT C007</u> - PROVISIONING PARTS LIST	1	Lot		
0007AH	<u>EXHIBIT C008</u> - PROVISIONING TECHNICAL DOCUMENTATION	1	Lot		
0007AJ	<u>EXHIBIT C009</u> - TOOLS AND TEST EQUIPMENT LIST	1	Lot		
0007AK	<u>EXHIBIT C010</u> - SUPPORT EQUIPMENT RECOMMENDATION DATA	1	Lot		
0008	Technical Data (CONFIGURATION MANAGEMENT) as specified on DD Form 1423, EXHIBIT D				
0008AA	<u>EXHIBIT D001</u> - RECEIPT OF GOVERNMENT PROPERT REPORT	1	Lot		
0008AB	<u>EXHIBIT D002</u> - ENGINEERING CHANGE PROPOSAL (ECP)	1	Lot		
0008AC	<u>EXHIBIT D003</u> - REQUEST FOR DEVIATION	1	Lot		
0008AD	<u>EXHIBIT D004</u> - NOTICE OF REVISION (NR)	1	Lot		

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0008AE	<u>EXHIBIT D005</u> - CONTRACTOR CONFIGURATION MANAGEMENT PLAN	1	Lot		(b)(4)
0008AF	<u>EXHIBIT D006</u> - CONFIGURATION SUMMARY REPORT	1	Lot		
0008AG	<u>EXHIBIT D007</u> - CONFIGURATION AUDIT SUMMARY REPORT	1	Lot		
0008AH	<u>EXHIBIT D008</u> - CONFIGURATION STATUS ACCOUNTING	1	Lot		
0008AJ	<u>EXHIBIT D009</u> - REQUEST FOR NOMENCLATURE	1	Lot		
0009	Technical Data (EMCS) as specified on DD Form 1423, EXHIBIT E				
0009AA	<u>EXHIBIT E001</u> - ELECTROMATIC INTERFERENCE TEST REPORT (EMITR)	1	Lot		
0009AB	<u>EXHIBIT E002</u> - ELECTROMATIC INTERFERENCE TEST PROCEDURES (EMITP)	1	Lot		
0010	Technical Data (IPSC) as specified on DD Form 1423, EXHIBIT F				
0010AA	<u>EXHIBIT F001</u> - SOFTWARE DEVELOPMENT PLAN (SDP)	1	Lot		
0010AB	<u>EXHIBIT F002</u> - SOFTWARE TRANSITION PLAN (STP)	1	Lot		
0010AC	<u>EXHIBIT F003</u> - SYSTEM/SUBSYSTEM DESIGN DESCRIPTION (SSDD)	1	Lot		
0010AD	<u>EXHIBIT F004</u> - SOFTWARE TEST DESCRIPTION PLAN	1	Lot		
0010AE	<u>EXHIBIT F005</u> - VERSION DESCRIPTION (SVD)	1	Lot		
0010AF	<u>EXHIBIT F006</u> - SOFTWARE USER MANUAL (SUM)	1	Lot		
0011	Technical Data (MCCR) as specified on DD Form 1423, EXHIBIT G				
0011AA	<u>EXHIBIT G001</u> - COMPUTER SOFTWARE PRODUCT END ITEMS	1	Lot		

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CONTRACTOR'S NAME

EDO-DARLINGTON, INC

CONTRACT NUMBER

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0012	Technical Data (MANAGEMENT) as specified on DD Form 1423, EXHIBIT H				(b)(4)
0012AA	<u>EXHIBIT H001</u> - CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT	1	Lot		
0012AB	<u>EXHIBIT H002</u> - GOVERNMENT FURNISHED INFORMATION DEFICIENCY REPORT	1	Lot		
0012AC	<u>EXHIBIT H003</u> - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) PLAN	1	Lot		
0013	Technical Data (MISCELLANEOUS) as specified on DD Form 1423, EXHIBIT J				
0013AA	<u>EXHIBIT J001</u> - HELPDESK LOT	1	Lot		
0013AB	<u>EXHIBIT J002</u> - TRACEABILITY MATRIX DEVELOPMENT	1	Lot		
0013AC	<u>EXHIBIT J003</u> - INTERIM SUPPORT PLAN	1	Lot		
0013AD	<u>EXHIBIT J004</u> - ACTION ITEM DATABASE	1	Lot		
0013AE	<u>EXHIBIT J005</u> - MAINTAINABILITY PREDICTIONS	1	Lot		
0013AF	<u>EXHIBIT J006</u> - NOTIFICATION OF CHANGES TO COMMERCIAL EQUIPMENT/SOFTWARE	1	Lot		
0013AG	<u>EXHIBIT J007</u> - INTEGRATED SUPPORT PLAN	1	Lot		
0013AH	<u>EXHIBIT J008</u> - KEY PERFORMANCE PARAMETERS/CRITICAL SYSTEM REQUIREMENTS	1	Lot		
0013AJ	<u>EXHIBIT J009</u> - DIMINISHING MANUFACTURING SOURCE/OBSCOLESCENCE	1	Lot		
0013AK	<u>EXHIBIT J010</u> - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) REPORT	1	Lot		
0014	Technical Data (NDTI) as specified on DD Form 1423, EXHIBIT K				
0014AA	<u>EXHIBIT K001</u> - TEST PLAN	1	Lot		
0014AB	<u>EXHIBIT K002</u> - FIRST ARTICLE TEST (TEST PROCEDURES)	1	Lot		
0014AC	<u>EXHIBIT K003</u> - PRODUCTION ACCEPTANCE TEST (PRODUCTION ACCEPTANCE TEST	1	Lot		

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CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0014AD	EXHIBIT K004 - SYSTEM INTEGRATION/QUALIFICATION TEST	1	Lot		(b)(4)
0014AE	EXHIBIT K005 - FIRST ARTICLE TEST (TEST/INSPECTION REPORT)	1	Lot		
0014AF	EXHIBIT K006 - TEST/INSPECTION REPORT (PRODUCTION ACCEPTANCE TEST)	1	Lot		
0015	Technical Data (PACKAGING) as specified on DD Form 1423, EXHIBIT L				
0015AA	EXHIBIT L001 - PRESERVATION AND PACKAGING DATA	1	Lot		
0015AB	EXHIBIT L002 - SPECIAL PACKAGING INSTRUCTIONS (SPI)	1	Lot		
0016	Technical Data (QCIC) as specified on DD Form 1423, EXHIBIT M				
0016AA	EXHIBIT M001 - CALIBRATION AND MEASUREMENT REQUIREMENTS SUMMARY (CMRS)	1	Lot		
0017	Technical Data (RELIABILITY) as specified on DD Form 1423, EXHIBIT N				
0017AA	EXHIBIT N001 - FAILURE SUMMARY AND ANALYSIS REPORT	1	Lot		
0017AB	EXHIBIT N002 - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT	1	Lot		
0017AC	EXHIBIT N003 - RELIABILITY PREDICTION AND DOCUMENTATION OF SUPPORTING DATA	1	Lot		
0018	Technical Data (SAFETY) as specified on DD Form 1423, EXHIBIT P				
0018AA	EXHIBIT P001 - SAFETY ASSESSMENT REPORT (SAR)	1	Lot		
0019	Technical Data (SESS) as specified on DD Form 1423, EXHIBIT Q				

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EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0019AA	EXHIBIT Q001 - PRODUCT DRAWINGS AND ASSOCIATED LISTS	1	Lot		(b)(4)
0019AB	EXHIBIT Q002 - DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS	1	Lot		
0019AC	EXHIBIT Q003 - INSTRUCTIONAL PERFORMANCE REQUIREMENTS DOCUMENTS	1	Lot		
0019AD	EXHIBIT Q004 - INSTRUCTIONAL MEDIA DESIGN PACKAGE	1	Lot		
0019AE	EXHIBIT Q005 - TRAINING PROGRAM STRUCTURE DOCUMENT	1	Lot		
0019AF	EXHIBIT Q006 - COURSE CONDUCT INFORMATION PACKAGE	1	Lot		
0019AG	EXHIBIT Q007 - TRAINING CONDUCT SUPPORT DOCUMENT (INSTRUCTIONAL VISUAL AIDS)	1	Lot		
0019AH	EXHIBIT Q008 - TRAINING CONDUCT SUPPORT DOCUMENT (LESSON PLAN)	1	Lot		
0019AJ	EXHIBIT Q009 - TRAINING CONDUCT SUPPORT DOCUMENT (TRAINEE GUIDE)	1	Lot		
0019AK	EXHIBIT Q010 - TEST PACKAGE	1	Lot		
0019AL	EXHIBIT Q011 - WARRANTY PERFORMANCE REPORTS	1	Lot		
0020	Technical Data (TMSS) as specified on DD Form 1423, EXHIBIT R				
0020AA	EXHIBIT R001 - COMMERCIAL-OFF-THE-SHELF (COTS) MANUAL AND ASSOCIATED SUPPLEMENTAL DATA	1	Lot		
0021	Technical Data (TMCR TSM) as specified on DD Form 1423, EXHIBIT S				
0021AA	EXHIBIT S001 - TECHNICAL MANUAL CONTRACT REQUIREMENT (VALIDATION CERTIFICATE)	1	Lot		
0021AB	EXHIBIT S002 - TECHNICAL MANUAL CONTRACT REQUIREMENT (CHANGE PAGES/MODIFICATION INSTRUCTIONS)	1	Lot		
0021AC	EXHIBIT S003 - TECHNICAL MANUAL CONTRACT REQUIREMENT (COPYRIGHT RELEASE)	1	Lot		

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0021AD	EXHIBIT S004 - TECHNICAL MANUAL CONTRACT REQUIREMENT (ELECTRONIC TECHNICAL MANUAL)	1	Lot		
0022 0022AA	DEOS CONUS Destination 1 - 25 26 - 50 51 - 75 76 -100 101 - 125 126 - 150 151 - 175 176 - 200 201 - 225 226 - 250				(b)(4)
0022AB	DEOS OCONUS Destination 1 - 25 26 - 50 51 - 75 76 -100 101 - 125 126 - 150 151 - 175 176 - 200 201 - 225 226 - 250				
0023 0023AA	DITS CONUS Destination 1 - 25 26 - 50 51 - 75 76 -100 101 - 125 126 - 150 151 - 175 176 - 200 201 - 225 226 - 250				

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0023AB	<p>DITS OCONUS Destination 1 - 25 26 - 50 51 - 75 76 - 100 101 - 125 126 - 150 151 - 175 176 - 200 201 - 225 226 - 250</p>				(b)(4)
0024 24AA	<p>RSAMS CONUS Destination 1 - 50 51 - 100 101 - 150 151 - 200 201 - 250 251 - 300 301 - 350 351 - 400 401 - 450 451 - 500 501 - 550 551 - 600 601 - 650 651 - 700 701 - 750</p>				
0024AB	<p>RSAMS OCONUS Destination 1 - 50 51 - 100 101 - 150 151 - 200 201 - 250 251 - 300 301 - 350 351 - 400 401 - 450 451 - 500 501 - 550 551 - 600 601 - 650 651 - 700 701 - 750</p>				

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	
0025	TRAINING shall be in accordance with the TSM SOW dated 29 OCT 2003.					
0025AA	I&KP	1	Lot		(b)(4)	
0025AB	OT&E	1	Lot			
0025AC	NET (CONUS)	1	Lot			
0025AD	NET (OCONUS)	1	Lot			
0026	TRAINING DEVICES					
0026AA	DEOS Operator Course Training Devices	1	ea	(b)(4)		
0026AB	DITS Operator Course Training Devices	1	ea			
0026AC	Intermediate Maintainer Course Training Devices	1	ea			
0026AD	System Planner Course Training Devices	1	ea			
0027	SPARES in accordance with the attached TSM SOW dated 29 OCT 03 and Attachment 6, List of proposed spares					
0027AA	<p>DEOS</p> <p>CONUS Destination</p> <p>1 - 25 \$</p> <p>26 - 50 \$</p> <p>51 - 75 \$</p> <p>76 -100 \$</p> <p>101 - 125 \$</p> <p>126 - 150 \$</p> <p>151 - 175 \$</p> <p>176 - 200 \$</p> <p>201 - 225 \$</p> <p>226 - 250 \$</p>					
0027AB	<p>DEOS</p> <p>OCONUS Destination</p> <p>1 - 25 \$</p> <p>26 - 50 \$</p> <p>51 - 75 \$</p> <p>76 -100 \$</p> <p>101 - 125 \$</p> <p>126 - 150 \$</p> <p>151 - 175 \$</p> <p>176 - 200 \$</p> <p>201 - 225 \$</p> <p>226 - 250 \$</p>					

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0027AC	DITS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$				
0027AD	DITS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$				
0027AE	RSAMS CONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$				

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0027AF	<p>RSAMS OCONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0028	<p>Contractor Interim Support Services (CISS) in accordance with the attached TSM SOW dated 29 OCT 03 for FY04</p>				
0029	<p>Field Service Representatives (FSR) (CONUS) in accordance with the attached TSM SOW dated 29 OCT 03 for FY04</p>				
0030	<p>Field Service Representatives (FSR) (OCONUS) in accordance with the attached TSM SOW dated 29 OCT 03 for FY04</p>				
0031	<p>Engineering Technical Services (ETS) in accordance with the attached TSM SOW dated 29 OCT 03 for FY04</p>				
0032	<p>OPTION ITEM Contractor Support Services in conducting R&D analysis and cost associated with the technology insertion of the TSM, which may include prototyping of hardware and/or software as necessary in accordance with the attached TSM SOW dated 29 OCT 03</p>				
0033	<p>OPTION ITEM Contractor Support Services in conducting R&D analysis and cost associated with the technology insertion of the TSM, which may include prototyping of hardware and/or software as necessary in accordance with the attached TSM SOW dated 29 OCT 03</p>				

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0034	OPTION ITEM Technical Data (PACKAGING, HANDLING, STORAGE AND TRANSPORTATION) as specified on DD Form 1423, EXHIBIT A				
0034AA	<u>EXHIBIT A001</u> - VALIDATION/TEST REPORT	1	Lot		
0035	OPTION ITEM Technical Data (ADMIN) as specified on DD Form 1423, EXHIBIT B				
0035AA	<u>EXHIBIT B001</u> - CONFERENCE AGENDA	1	Lot		
0035AB	<u>EXHIBIT B002</u> - CONFERENCE MINUTES	1	Lot		(b)(4)
0036	OPTION ITEM Technical Data (ALSS) as specified on DD Form 1423, EXHIBIT C				
0036AA	<u>EXHIBIT C001</u> - COMMON AND BULK ITEMS LIST	1	Lot		
0036AB	<u>EXHIBIT C002</u> - DESIGN CHANGE NOTICE	1	Lot		
0036AC	<u>EXHIBIT C003</u> - ENGINEERING DATA FOR PROVISIONING	1	Lot		
0036AD	<u>EXHIBIT C004</u> - LONG LEAD TIME ITEMS LIST	1	Lot		
0036AE	<u>EXHIBIT C005</u> - PROVISIONING AND OTHER PREPROCUREMENT SCREENING	1	Lot		
0036AF	<u>EXHIBIT C006</u> - PROVISIONING PLAN	1	Lot		
0036AG	<u>EXHIBIT C007</u> - PROVISIONING PARTS LIST	1	Lot		
0036AH	<u>EXHIBIT C008</u> - PROVISIONING TECHNICAL DOCUMENTATION	1	Lot		
0036AJ	<u>EXHIBIT C009</u> - TOOLS AND TEST EQUIPMENT LIST	1	Lot		
0036AK	<u>EXHIBIT C010</u> - SUPPORT EQUIPMENT RECOMMENDATION DATA	1	Lot		
0037	OPTION ITEM Technical Data (CONFIGURATION MANAGEMENT) as specified on DD Form 1423, EXHIBIT D				
0037AA	<u>EXHIBIT D001</u> RECEIPT OF GOVERNMENT PROPERTY REPORT	1	Lot		

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0037AB	EXHIBIT D002 - ENGINEERING CHANGE PROPOSAL (ECP)	1	Lot		(b)(4)
0037AC	EXHIBIT D003 - REQUEST FOR DEVIATION	1	Lot		
0037AD	EXHIBIT D004 - NOTICE OF REVISION (NOR)	1	Lot		
0037AE	EXHIBIT D005 - CONTRACTOR CONFIGURATION MANAGEMENT PLAN	1	Lot		
0037AF	EXHIBIT D006 - CONFIGURATION SUMMARY REPORT	1	Lot		
0037AG	EXHIBIT D007 - CONFIGURATION AUDIT SUMMARY REPORT	1	Lot		
0037AH	EXHIBIT D008 - CONFIGURATION STATUS ACCOUNTING	1	Lot		
0037AJ	EXHIBIT D009 - REQUEST FOR NOMENCLATURE	1	Lot		
0038	OPTION ITEM Technical Data (EMCS) as specified on DD Form 1423, EXHIBIT E				
0038AA	EXHIBIT E001 - ELECTROMATIC INTERFERENCE TEST REPORT (EMITR)	1	Lot		
0038AB	EXHIBIT E002 - ELECTROMATIC INTERFERENCE TEST PROCEDURES (EMITP)	1	Lot		
0039	OPTION ITEM Technical Data (IPSC) as specified on DD Form 1423, EXHIBIT F				
0039AA	EXHIBIT F001 - SOFTWARE DEVELOPMENT PLAN (SDP)	1	Lot		
0039AB	EXHIBIT F002 - SOFTWARE TRANSITION PLAN (STP)	1	Lot		
0039AC	EXHIBIT F003 - SYSTEM/SUBSYSTEM DESIGN DESCRIPTION (SSDD)	1	Lot		
0040	OPTION ITEM Technical Data (TMCR) as specified on DD Form 1423, EXHIBIT G				
0040AA	EXHIBIT G001 - COMPUTER SOFTWARE PRODUCT END ITEMS	1	Lot		

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0041	<u>OPTION ITEM</u> - Technical Data (MANAGEMENT) as specified on DD Form 1423, EXHIBIT H				(b)(4)
0041AA	<u>EXHIBIT H001</u> - CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT	1	Lot		
0041AB	<u>EXHIBIT H002</u> - GOVERNMENT FURNISHED INFORMATION DEFICIENCY REPORT	1	Lot		
0041AC	<u>EXHIBIT H003</u> - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) PLAN	1	Lot		
0042	<u>OPTION ITEM</u> - Technical Data (MISCELLANEOUS) as specified on DD Form 1423, EXHIBIT J				
0042AA	<u>EXHIBIT J001</u> - HELPDESK LOT	1	Lot		
0042AB	<u>EXHIBIT J002</u> - TRACEABILITY MATRIZ DEVELOPMENT	1	Lot		
0042AC	<u>EXHIBIT J003</u> - INTERIM SUPPORT PLAN	1	Lot		
0042AD	<u>EXHIBIT J004</u> - ACTION ITEM DATABASE	1	Lot		
0042AE	<u>EXHIBIT J005</u> - MAINTAINABILITY PREDICTIONS	1	Lot		
0042AF	<u>EXHIBIT J006</u> - NOTIFICATION OF CHANGES TO COMMERCIAL EQUIPMENT/SOFTWARE	1	Lot		
0042AG	<u>EXHIBIT J007</u> - INTEGRATED SUPPORT PLAN	1	Lot		
0042AH	<u>EXHIBIT J008</u> - KEY PERFORMANCE PARAMETERS/CRITICAL SYSTEM REQUIREMENTS	1	Lot		
0042AJ	<u>EXHIBIT J009</u> - DIMINISHING MANUFACTURING SOURCE/OBSOLESCENCE	1	Lot		
0042AK	<u>EXHIBIT J010</u> - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) REPORT	1	Lot		
0043	<u>OPTION ITEM</u> - Technical Data (NDTI) as specified on DD Form 1423, EXHIBIT K				
0043AA	<u>EXHIBIT K001</u> - TEST PLAN	1	Lot		
0043AB	<u>EXHIBIT K002</u> - FIRST ARTICLE TEST (TEST PROCEDURES)	1	Lot		

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0043AC	EXHIBIT K003 PRODUCTION ACCEPTANCE TEST (PRODUCTION ACCEPTANCE TEST)	1	Lot		(b)(4)
0043AD	EXHIBIT K004 - SYSTEM INTEGRATION/QUALIFICATION TEST	1	Lot		
0043AE	EXHIBIT K005 - FIRST ARTICLE TEST (TEST/INSPECTION REPORT)	1	Lot		
0043AF	EXHIBIT K006 - TEST/INSPECTION REPORT (PRODUCTION ACCEPTANCE TEST)	1	Lot		
0043AG	EXHIBIT K007 - SOFTWARE TEST REPORT	1	Lot		
0044	OPTION ITEM - Technical Data (PACKAGING) as specified on DD Form 1423, EXHIBIT L				
0044AA	EXHIBIT L001 - PRESERVATION AND PACKAGING DATA	1	Lot		
0044AB	EXHIBIT L002 - SPECIAL PACKAGING INSTRUCTIONS (SPI)	1	Lot		
0045	OPTION ITEM - Technical Data (QCIC) as specified on DD Form 1423, EXHIBIT M				
0045AA	EXHIBIT M001 - CALIBRATION AND MEASUREMENT REQUIREMENTS SUMMARY (CMRS)	1	Lot		
0046	OPTION ITEM - Technical Data (RELIABILITY) as specified on DD Form 1423, EXHIBIT N				
0046AA	EXHIBIT N001 - FAILURE SUMMARY AND ANALYSIS REPORT	1	Lot		
0046AB	EXHIBIT N002 - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT	1	Lot		
0046AC	EXHIBIT N003 - RELIABILITY PREDICTION AND DOCUMENTATION OF SUPPORTING DATA	1	Lot		
0047	OPTION ITEM - Technical Data (SAFETY) as specified on DD Form 1423, EXHIBIT P				
0047AA	EXHIBIT P001 - SAFETY ASSESSMENT REPORT (SAR)	1	Lot		

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0048	<u>OPTION ITEM</u> Technical Data (SESS) as specified on DD Form 1423, EXHIBIT Q				(b)(4)
0048AA	<u>EXHIBIT Q001</u> - PRODUCT DRAWINGS AND ASSOCIATED LISTS	1	Lot		
0048AB	<u>EXHIBIT Q002</u> - DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS	1	Lot		
0048AC	<u>EXHIBIT Q003</u> - INSTRUCTIONAL PERFORMANCE REQUIREMENTS DOCUMENTS	1	Lot		
0048AD	<u>EXHIBIT Q004</u> - INSTRUCTIONAL MEDIA DESIGN PACKAGE	1	Lot		
0048AE	<u>EXHIBIT Q005</u> - TRAINING PROGRAM STRUCTURE DOCUMENT	1	Lot		
0048AF	<u>EXHIBIT Q006</u> - COURSE CONDUCT INFORMATION PACKAGE	1	Lot		
0048AG	<u>EXHIBIT Q007</u> - TRAINING CONDUCT SUPPORT DOCUMENT (INSTRUCTIONAL VISUAL AIDS)	1	Lot		
0048AH	<u>EXHIBIT Q008</u> - TRAINING CONDUCT SUPPORT DOCUMENT (LESSON PLAN)	1	Lot		
0048AJ	<u>EXHIBIT Q009</u> - TRAINING CONDUCT SUPPORT DOCUMENT (TRAINEE GUIDE)	1	Lot		
0048AK	<u>EXHIBIT Q010</u> - TEST PACKAGE	1	Lot		
0048AL	<u>EXHIBIT Q011</u> - WARRANTY PERFORMANCE	1	Lot		
0049	<u>OPTION ITEM</u> - Technical Data (TMCR TSM) as specified on DD Form 1423, EXHIBIT S				
0049AA	<u>EXHIBITR S001</u> - TECHNICAL MANUAL CONTRACT REQUIREMENT (VALIDATION CERTIFICATE)	1	Lot		
0049AB	<u>EXHIBITR S002</u> - TECHNICAL MANUAL CONTRACT REQUIREMENT (CHANGE PAGES/MODIFICATION INSTRUCTIONS)	1	Lot		
0049AC	<u>EXHIBITR S003</u> - TECHNICAL MANUAL CONTRACT REQUIREMENT (COPYRIGHT RELEASE)	1	Lot		

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0049AD	EXHIBIT S004 - TECHNICAL MANUAL CONTRACT REQUIREMENT (ELECTRONIC TECHNICAL MANUAL)	1	Lot		(b)(4)
0050	OPTION ITEM - CISS as described in CLIN 0028 for FY 05				
0051	OPTION ITEM - FSR (CONUS) as described in CLIN 0029 for FY 05				
0052	OPTION ITEM - FSR (OCONUS) as described in CLIN 0030 for FY 05				
0053	OPTION ITEM - ETS as described in CLIN 0031 for FY 05				
0054	OPTION ITEM - CISS as described in CLIN 0028 for FY 06				
0055	OPTION ITEM - FSR (CONUS) as described in CLIN 0029 for FY 06				
0056	OPTION ITEM - FSR (OCONUS) as described in CLIN 0030 for FY 06				
0057	OPTION ITEM - ETS as described in CLIN 0031 for FY 06				
0058	OPTION ITEM - CISS as described in CLIN 0028 for FY 07				
0059	OPTION ITEM - FSR (CONUS) as described in CLIN 0029 for FY 07				
0060	OPTION ITEM - FSR (OCONUS) as described in CLIN 0030 for FY 07				
0061	OPTION ITEM - ETS as described in CLIN 0031 for FY 07				
0062	OPTION ITEM - CISS as described in CLIN 0028 for FY 08				
0063	OPTION ITEM - FSR (CONUS) as described in CLIN 0029 for FY 08				
0064	OPTION ITEM - FSR (OCONUS) as described in CLIN 0030 for FY 08				
0065	OPTION ITEM - ETS as described in CLIN 0031 for FY 08				

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT																				
0066	OPTION ITEM - CISS as described in CLIN 0028 for FY 09																								
0067	OPTION ITEM - FSR (CONUS) as described in CLIN 0029 for FY 09																								
0068	OPTION ITEM - FSR (OCONUS) as described in CLIN 0030 for FY 09																								
0069	OPTION ITEM - ETS as described in CLIN 0031 for FY 09																								
0070	OPTION ITEM - CISS as described in CLIN 0028 for FY 10																								
0071	OPTION ITEM - FSR (CONUS) as described in CLIN 0029 for FY 10																								
0072	OPTION ITEM - FSR (OCONUS) as described in CLIN 0030 for FY 10																								
0073	OPTION ITEM - ETS as described in CLIN 0031 for FY 10																								
0074	<u>Deleted</u>																								
0075	<u>Deleted</u>																								
0076	<u>OPTION ITEM - SPARES</u> in accordance with the attached TSM SOW dated 29 OCT 03 and attachment 6, List of proposed spares for FY 05																								
0076AA	<p><u>DEOS</u> CONUS Destination</p> <table> <tr><td>1 - 25</td><td>\$</td></tr> <tr><td>26 - 50</td><td>\$</td></tr> <tr><td>51 - 75</td><td>\$</td></tr> <tr><td>76 -100</td><td>\$</td></tr> <tr><td>101 - 125</td><td>\$</td></tr> <tr><td>126 - 150</td><td>\$</td></tr> <tr><td>151 - 175</td><td>\$</td></tr> <tr><td>176 - 200</td><td>\$</td></tr> <tr><td>201 - 225</td><td>\$</td></tr> <tr><td>226 - 250</td><td>\$</td></tr> </table>	1 - 25	\$	26 - 50	\$	51 - 75	\$	76 -100	\$	101 - 125	\$	126 - 150	\$	151 - 175	\$	176 - 200	\$	201 - 225	\$	226 - 250	\$				
1 - 25	\$																								
26 - 50	\$																								
51 - 75	\$																								
76 -100	\$																								
101 - 125	\$																								
126 - 150	\$																								
151 - 175	\$																								
176 - 200	\$																								
201 - 225	\$																								
226 - 250	\$																								



(b)(4)

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0076AB	<p>DEOS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 16 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0076C	<p>DITS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0076D	<p>DITS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0076AE	<p>RSAMS CONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ (b)(4) 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0076AF	<p>RSAMS OCONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ (b)(4) 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0077	<p>OPTION ITEM - SPARES in accordance with the attached TSM SOW dated 29 OCT 03 and Attachment 6, List of proposed spares for FY 06</p>				
0077AA	<p>DEOS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ (b)(4) 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0077AB	<p>DEOS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ (b)(4) 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0077AC	<p>DITS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ (b)(4) 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0077AD	<p>DITS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ (b)(4) 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0077AE	<p>RSAMS CONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0077AF	<p>RSAMS OCONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0078	<p>OPTION ITEM - SPARES in accordance with the attached TSM SOW dated 29 OCT 03 and Attachment 6, List of proposed spares for FY 07</p>				
0078AA	<p>DEOS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 - 100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				

CONTINUATION SHEET

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CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0078AB	<p>DEOS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0078AC	<p>DITS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0078AD	<p>DITS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0078AE	<p>RSAMS CONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ 201 - 250 \$ (b)(4) 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0078AF	<p>RSAMS OCONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ (b)(4) 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0079	<p>OPTION ITEM - SPARES in accordance with the attached TSM SOW dated 29 OCT 03 and Attachment 6, List of proposed spares for FY 08</p>				
0079AA	<p>DEOS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 - 100 \$ 101 - 125 \$ (b)(4) 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0079AB	<p>DEOS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0079AC	<p>DITS CONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				
0079AD	<p>DITS OCONUS Destination 1 - 25 \$ 26 - 50 \$ 51 - 75 \$ 76 -100 \$ 101 - 125 \$ 126 - 150 \$ 151 - 175 \$ 176 - 200 \$ 201 - 225 \$ 226 - 250 \$</p>				

CONTINUATION SHEET

CONTRACTOR'S NAME

CONTRACT NUMBER

EDO-DARLINGTON, INC

M67854-05-D-7043

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0079AE	<p>RSAMS CONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				
0079AF	<p>RSAMS OCONUS Destination 1 - 50 \$ 51 - 100 \$ 101 - 150 \$ 151 - 200 \$ 201 - 250 \$ 251 - 300 \$ 301 - 350 \$ 351 - 400 \$ 401 - 450 \$ 451 - 500 \$ 501 - 550 \$ 551 - 600 \$ 601 - 650 \$ 651 - 700 \$ 701 - 750 \$</p>				

(b)(4)

(b)(4)

EDO-DARLINGTON, INC

M67854-05-D-7043

This contract includes the following mixture of line items

<u>CLIN</u>	<u>Type</u>
0001 - 0027	Firm-Fixed Price (FFP)
0028 - 0033	Time & Material (T&M)
0034 - 0049	Firm-Fixed Price (FFP)
0050 - 0073	Time & Material (T&M)
0074 - 0077	Firm-Fixed Price (FFP)

The T&M rates associates with this contract are as follows:

DARLINGTON, INC

CALENDAR YEAR LABOR RATES BURDENED THROUGH OVERHEAD (@59.62%) AND G&A (@ 27.94%)

LABOR CATEGORY	2004	2005	2006	2007	2008	2009	2010
PROGRAM MANAGER	(b)(4)						
QUALITY MANAGER							
ANALYST							
PROGRAMS ENGINEERING MANAGER							
SYSTEMS ENGINEER							
SENIOR TECHNICIAN							
TECHNICIAN							
PROGRAMS MANAGER							
INVENTORY SPEC							
TECHNICAL WRITER							
QUALITY MANAGER							
SENIOR DRAFTER							
DRAFTER							
TEST MANAGER							
TRAINING MANAGER							
TRAINING SPECIALIST							
PRODUCTION MANAGER							
PRODUCTION SPECIALIST							
Onsite Overhead							
General & Administrative							

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 - CLIN(s) 0001, 0002, 0003, and 0004 shall be in accordance with the Statement of Work (SOW) entitled SOW for Transition Switch Module (TSM) dated 29 OCT 2003 and the Performance Specification entitled "Performance Specification for the Transition Switch Module (TSM), Version 6.5 dated 23 May 2005 and Addendum 1 thereto. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

C-2 - CLIN(s) 0005 thru 0021 (and OPTION ITEM(s) 0034 thru 0049 if exercised) Technical Data Items - All technical data shall be prepared and delivered in accordance with the Exhibits A through S, Contract Data Requirements Lists (CDRLs) DD Form 1423.

C-3 - CLIN(s) 0022 thru 0024 shall be in accordance with the TSM Performance Specification, V6.4 dated 08 JUN 2004

C-4 - CLIN 0025 - TRAINING shall be developed and conducted in accordance with the TSM SOW dated 29 OCT 2003.

C-5 - CLIN 0026 - TRAINING DEVICES shall be in accordance with the TSM Performance Specifications, Version 6.5 dated 23 May 2005 and Addendum 1 thereto and consistent with the SOW configuration.

C-6 - CLIN 0027 - SPARES and ITEMS 0074 thru 0077, shall be in accordance with paragraph 4.1 of the TSM Statement of Work dated 29 OCT 03

C-7 - CLIN 0028 (and OPTION ITEM(s) 0050, 0054, 0058, 0062, 0066, and 0070, if exercised) - CONTRACTOR INTERIM SUPPORT shall be in accordance with paragraph 4 of the TSM Statement of Work dated 29 OCT 2003 and at the T&M rates reflected in Schedule "B".

C-8 - CLIN(s) 0029 and 0030 (and OPTION ITEM(s) 0051, 0052, 0055, 0056, 0059, 00660, 0063, 0064, 00676, 0068, 0071, and 0072, if exercised) - FIELD SERVICE REPRESENTATIVES shall be in accordance with paragraph 4.3 of the TSM Statement of Work dated 29 OCT 2003 and at the T&M rates reflected in Schedule "B".

C-9 - CLIN 0031 - (and OPTION ITEM(s) 0053, 0057, 0061, 0065, 0069, and 0073, if exercised) - ENGINEERING TECHNICAL SERVICES shall be in accordance with paragraph 4.3 of the TSM Statement of Work dated 29 OCT 2003 and at the T&M rates reflected in Schedule "B".

C-10- CLIN 0032 -OPTION ITEM - CONTRACT SUPPORT SERVICE in conducting research and development analysis and cost associated with the technology insertion of the TSM shall be in accordance with the TSM SOW dated 29 OCT 03

C-11- CLIN 0033 -OPTION ITEM - CONTRACT SUPPORT SERVICE in conducting research and development analysis and cost associated with the technology insertion of the TSM shall be in accordance with the TSM SOW dated 29 OCT 03
EDO-Darlington's Technical Proposal dtd 15 March 2004 is hereby incorporated.

SECTION D - PACKAGING AND MARKING

D-1 - CLIN(s) 0001, 0002, 0003, 0004, 0022, 0023, 0024, 0026, 0027, and 0074 thru 0077 - All supplies deliverable under this contract shall be prepared for delivery, preservation and packing (P&P) in accordance with best commercial practices of ASTM D3951-98 or the pertinent level of MIL-STD-2073-ID, w/Notice 1 as applicable. Packaging data shall be developed in accordance with MIL-STD-2073-1D and all appendices for the End Item and all repairable components assigned Source, Maintenance and Recoverability (SMR) codes PA, PB, PC, PD, PE and PG. Refer to paragraph 3.14 of the TSM SOW entitled Packaging, Handling, Storage and Transportation (PHS&T).

Items for which transit cases are being procured shall be packed and shipped within the applicable transit cases. Items, which are installed into the shelter configuration, shall be secured within the shelter to mitigate shock and vibration and to prevent damage during handling and shipment. Marking for shipment and storage and special marking instructions to Controlled Cryptographic Items (CCI) shall be in accordance with MIL-STD-129P

Classified reports, data, and documentation, if appropriate, shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated January 1995.

D-2 - CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) 0034 thru 0050, if exercised) - Technical Data. CDRLs shall be packaged, packed, and marked in accordance with the applicable DD Form 1423

D-3 - Technical Publications shall be packaged, pack, and marked in accordance with TMCR TSM-03 dated September 2003

SECTION E - INSPECTION AND ACCEPTANCE

E-1 CLINS(s) 0001, 0002, 0003, 0004, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, 0032, 0033, and 0074 thru 0077 - Inspection and acceptance of all supplies/services provided under this contract shall be specified on each delivery order.

E-2 CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) and 0034 thru 0049, if exercised) - Inspection and acceptance of all data CLINs shall be at destination.

E-3 OPTION ITEM(s) CLIN(s) 0050 thru 0077, if exercised - Inspection and acceptance shall be specified on each delivery order

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

<u>FAR</u> <u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies--Fixed Price	(Aug 1996)
52.246-4	Inspection of Services--Fixed Price	(Aug 1996)
52.246-16	Responsibility for Supplies	(Apr 1984)
<u>DFARS</u> <u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	(MAR 2003)

SECTION F - DELIVERIES OR PERFORMANCE

F-1 - The Period of Performance under this contract is five (5) years plus two (2) option years. CLINS(s)0001, 0002, 0003, 0004, 0022,0023,0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, and (OPTION ITEM(s) 0032, 0033 (if exercised) - Delivery instructions of all supplies/services provided under this contract shall be specified in each delivery order.

NOTE: Maximum production rates will be 20 TSMs per month with delivery 120 days after receipt of order

NOTE: Delivery or spares, CLIN 0027 shall be concurrent with hardware delivery.

F-2 - Request for shipping instructions shall be submitted to the Project Officer at the address identified below at least 90 days prior to start of delivery.

F-3 - CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) 0050 thru 0073 if exercised) - Delivery of all data CLINs shall be as specified in the specific EXHIBITS Contract Data Requirement List (CDRL).

CLAUSES INCORPORATED BY REFERENCE

<u>FAR</u> <u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	(Aug 1989)
52.242-17	Government Delay of Work	(Apr 1984)
52.247-34	F.O.B. Destination	(Nov 1991)
52.247.55	F.O.B. Point for Delivery of Government Furnished Property	(Jun 2003)
52.249.14	Excusable Delays	(APR 1984)

<u>DFARS</u> <u>SOURCE</u>	<u>TITLE AND DATE</u>
252.247-7023	Transportation of Supplies by Sea (May 2002)

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 POINTS OF CONTACT:

- (a) Contract Administration Office (CAO)

Contract administration functions (see FAR 42.302, DFARS 242.302) and the Navy Acquisition Procedures Supplement (NAPS 5242.302) are assigned to:

DCMA ATLANTA
DCMA-GATB ATLANTA
805 WALKER STREET
MARIETTA, GA 30060-2789

- (b) Paying Office

The Defense Finance Accounting Service (DFAS) Payment office is as follows:

DEFENSE FINACNE ACCOUNTING SERVICE-COLUMBUS
SOUTH ENTITLEMENT OPERATION
P.O. BOX 182264
COLUMBUS, OH 43218-2264

- (c) Contracting Office Representative:

COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
Quantico, VA 22134-6050
Phone: (703) 432-4336

- (d) Contracting Officer's Representative/Project Officer:

COMMANDING GENERAL
CAPTAIN RAUL TORRES, PMM-122
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
Quantico, VA 22134-6050
Phone: (703) 432-4366

ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

Accounting and Appropriation Data. Funds associated with delivery orders will be identified on each delivery order.

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this Contract/Delivery Order in accordance with the CLIN/ACRN association specified in Schedule "B" of this Delivery Order. All requests for payment by the contractor made against this Delivery Order that fail to specify a CLIN/ACRN association shall be rejected by the Government Payment Office.

SECTION G - CONTRACT ADMINISTRATION DATA (Cont'd)

All delivery orders will have an accounting classification reference number assigned at the time of award or upon issuance of a delivery order.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

(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://rmb.ogden.disa.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.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003) (Cont'd)

(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)

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.
- a consolidated invoice covering all shipments delivered under an individual order.
- either of the above.

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)(Cont'd)

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

NOTE A: Under this indefinite delivery/indefinite quantity (IDIQ) contract (see FAR Clause 52.216-22), equipment and services, if any and as required, shall be ordered (See FAR clause 52.216-18) by the issuance of Delivery Orders (DD Form 1155). The minimum dollar value under this contract is \$884,000.00, the maximum dollar value is \$240,000,000.00. The period of performance for this contract shall be five (5) years with two (2) one year options commencing from date of contract award.

NOTE B: Offeror shall propose labor categories and fully burdened Firm-Fixed Price labor rates for CLINs 0028, 0029, 0030, 0031, 0032, 0033, (and OPTION ITEM(s) 0050 thru 0073).

NOTE C: This contract includes the following mixture of line items

<u>CLIN</u>	<u>Type</u>
0001 - 0027	Firm-Fixed Price (FFP)
0028 - 0033	Time & Material (T&M)
0034 - 0049	Firm-Fixed Price (FFP)
0050 - 0073	Time & Material (T&M)
0074 - 0077	Firm-Fixed Price (FFP)

NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (Applicable to Item 0028, 0029, 0030, and 0031 and OPTION ITEM(s) 0051 thru 0077, if exercised)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address: N/A unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer Representative (COR) identified in Section G. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

SECTION G - CONTRACT ADMINISTRATION DATA(Cont'd)

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

- is required with each invoice submittal.
- is required only with final invoice.
- is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
- is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

ADDITIONAL DISTRIBUTION OF INVOICES

Copies of all invoices and/or DD Form 250s shall be provided to the Procuring Contracting Office, Project Officer, and Administrative Contract Office, each identified above.

SECTION G - CONTRACT ADMINISTRATION DATA(Cont'd)POST AWARD ORIENTATION CONFERENCE

The Contracting Officer will establish the date of a Post-Award Orientation Conference to be held with the Contractor within thirty (30) days of contract award. The Administrative Contracting Officer (or designee) will prepare the agenda, notify the appropriate Government and Contractor representative, act as or designate a Chairperson, and prepare and distribute a report of the conference. The report will include all information and guidance provided to the Contractor. Any change(s) to the contract will be made only by a contract modification referencing the applicable terms of the contract. This provision shall in no event constitute grounds for excusable delay by the Contractor in performance of any provision of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FIRST ARTICLE TESTING

First Article Testing shall consist of the following:

- FAT Hardware Testing (Contractor Testing)
- FAT Systems Integration Testing (Government Testing)

As identified in paragraph 4.5.3, Special Tests and Examinations, Table IV of the Performance Specifications

The contractor shall successfully complete First Article Test Hardware Testing (as identified in Table 4 of the Performance Specification) prior to submission of equipment for First Article Test Systems Integration Testing (as identified in Table 4 of the Performance Specification).

H.2 CONSTRUCTIVE CHANGE ORDERS

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made, without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.3 EXTENSION OF COMMERCIAL WARRANTY

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

H.4 GOVERNMENT FURNISHED PROPERTY

The Government shall furnish to the contractor for use in connection with this contract the property, equipment, and material set forth below:

FURNISHING SOURCE: Various

<u>NATIONAL STOCK #</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>DELIVERY SCHEDULE</u>	<u>QTY</u>
5810-01-449-7179	KIV-19 Trunk Encryption	\$ 4,425	TBD	4 per DITS
	Microsoft Windows 2000		TBD	
	Microsoft Office 2000		TBD	

Only the property listed above in the quantity shown will be furnished by the Government. All other property required in the performance of this contract shall be furnished by the contractor. Such GFP shall be delivered at or near Contractor's plant under Government Bill of Lading (GBL, free of expense to the Contractor, on board the conveyance selected by the Government within 90 days from the date of contact to Defense Contract Management Command (DCMC) specified herein, in care of Contractor's plant at _____

H.5 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Contract Administration Officer, if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

H.6 SUBCONTRACTING PLAN

In accordance with FAR 52.219-9, the Contractor's approved Small Business Subcontracting Plan is hereby included in and made part of this contract.

H.7 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H.8 RESPONSIBILITY IN SUBCONTRACTING

The contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

H.9 SUBSTITUTION OF PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.10 CENTRAL CONTRACTOR REGISTRATION

All offerors must ensure that they are registered in the Central Contractor Registration. This is mandatory for award of any Government contract. To register, go on-line to <http://ccr.edi.disa.mil>.

H.11 CONTRACT PERFORMANCE IN A CRISIS SITUATION

The Contractor shall provide contract support in a crisis situation as directed by the Procuring Contracting Officer (PCO). Such PCO direction will be via a written contract modification or will be reduced to a written modification immediately after verbal direction. This support shall be in accordance with the applicable DoD and USMC policies and procedures established for contractor support during crises in effect at the time of the occurrence. See paragraph H for definitions.

A. During a crisis situation, contractor personnel will be expected to deploy with units employing the subject equipment. All administrative aspects in preparation for the deployment will be executed in accordance with MCO P12304.1, the Contractor Engineering and Technical Services Personnel Manual, (CETS MAN).

B. The Government will facilitate the establishment of required lines of communication to allow the Contractor to communicate with locations necessary to perform the requirements of this Statement of Work.

C. Per the CETS MAN, DOD Instruction 3020.37, Continuation of Essential DOD Contractor Services During Crises, and DOD Instruction 1000.1, Identity Cards Required by the Geneva Conventions, the Government will supply the Contractor with the appropriate and necessary credentials and status for performance of the contract in a crisis situation, to include consideration of applicable matters of international law and treaties. Contractor personnel in a crisis situation theater shall comply with the Conduct requirements of the CETS MAN and the cognizant Commander's regulations and orders pertaining to non-combatant personnel. The FSR shall report to the Contracting Officer's Representative (COR) or the PCO.

D. Contractor personnel will provide technical input and analysis for Government contingency plans when directed by the COR or PCO.

E. Contractor personnel deployed to a theater of operations are subject to the Uniform Code of Military Justice (UCMJ) when serving with or accompanying an armed force only "in time of war" as declared by Congress. Retired members of the military may be subjected to action under the UCMJ without a congressionally declared war. Contract Personnel may have administrative privileges suspended for disciplinary infractions or improper conduct.

H.11 Contract Performance in a Crisis Situation(Cont'd)

F. Contractors shall request guidance from Government media operations center if and when they are approached by reporters seeking interviews or information on their participation in the mission/operation.

G. The Contractor shall take all necessary administrative actions required to prepare its personnel for a crisis situation deployment. Some examples of these actions are:

- Inform its employees of their responsibility to adhere to all guidance and orders issued by the theater commander, or his representative, regarding possession, use, safety and accountability of weapons.
- Assist its employees to obtain the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operation.
- Obtain all passports, visas, or other documents necessary to enter or exit any areas identified by the PCO.
- Assist its employees in obtaining security clearances applicable to the level required for performance in the theater of operations.
- Assist its employees in obtaining a complete physical evaluation equal to that similarly assigned government personnel must pass. Medical requirements shall be completed prior to arrival at the point of debarkation or prior to direct deployment with the unit.

H. Definitions of Terms:

"Contractor Personnel" includes all agents, employees, and subcontractors of the prime contractor.

"Crisis Situation," per DOD Instruction 3020.37, means any emergency so declared by the National Command Authority or the overseas combatant commander, whether or no U.S. Armed Forces are involved, minimally encompassing civil unrest or insurrection, civil war, civil disorder, terrorism, hostilities build-up, wartime conditions, disasters, or international conflict presenting a serious threat to DoD interests.

I. To the extent the contractor is unable to obtain or retain the services of qualified personnel to perform in the crisis situation theater, the contract shall not be terminated for default. Every reasonable effort shall be made by the contractor to provide uninterrupted services of qualified personnel.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CONTRACT 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 addresses(es):

<http://www.arnet.gov/far>; <http://www.farsite.hill.af.mil>;
<http://www.deskbook.osd.mil> (DFARS)

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-3	First Article Approval--Contractor Testing - Alternate I	SEP 1989
52.209-3	First Article Approval--Contract Testing (Sep 1989) - Alternate II	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
52-216-18	Ordering	OCT 1995

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES (Cont)

NUMBER	TITLE	DATE
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation of Options	JUL 1990
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports for Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug Free Workplace	MAR 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-1	Authorization and Consent	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-9	Refund of Royalties	APR 1984
52.227-10	Filing of Patent Applications-Classified Subject Matter	APR 1984
52.227-11	Patent Rights-Retention by the Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights-Retention by the Contractor (Long Form)	JAN 1997

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES (Cont)

NUMBER	TITLE	DATE
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software- Restricted Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-5	Insurance -- Work on a Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.228-4	Workers' Compensation and Ward Hazard Insurance	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation of Cost	APR 1984
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23	Assignment of Claims - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-10	F.O.B. Origin--Government Bills Of Lading Or Prepaid Postage	APR 1984
52.242-12	Report of Shipment (REPSHIP)	JUN 2003
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES (Cont)

NUMBER	TITLE	DATE
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes	APR 1984
	Para (b) fill in: ...within calendar days ...10 calendar days	
	Para (b) fill in: ...within calendar days ...30 calendar days	
52.244-2	Subcontracts	AUG 1998
52.244-2	Subcontracts - Alternate I	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.245-17	Special Tooling	JUN 2003
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability-Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.248-1	Value Engineering - Alternate I	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR
CHAPTER 2) CLAUSES**

NUMBER	TITLE	DATE
252.203- 7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203- 7002	Display of DoD Hotline Poster	DEC 1991
252.204- 7000	Disclosure Of Information	DEC 1991
252.204- 7001	Commercial and Government Entity (CAGE) Code Reporting	AUG 1999
252.204- 7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204- 7003	Control Of Government Personnel Work Product	APR 1992
252.204- 7004	Required Central Contractor Registration	NOV 2001
252.204- 7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205- 7000	Provision of Information to Cooperative Agreement Holders.	DEC 1991
252.209- 7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209- 7002	Disclosure of Ownership or Control by a Foreign Government.	SEP 1994
252-209- 7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.211- 7000	Acquisition Streamlining	DEC 1991
252.215- 7000	Pricing Adjustments	DEC 1991
252.215- 7002	Cost Estimating System Requirements	OCT 1998
252.219- 7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	APR 1996
252.223- 7001	Hazard Warning Labels	DEC 1991
252.223- 7004	Drug Free Work Force	SEP 1988
252.223- 7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225- 7001	Buy American Act and Balance of Payments Program	APR 2003

**B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR
CHAPTER 2) CLAUSES (Cont)**

NUMBER	TITLE	DATE
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
252.225-7005	Identification of Expenditures in the United States	APR 2002
252.225-7011	Restriction on Acquisition of Supercomputers	APR 2003
252.225-7012	Preference for Certain Domestic Commodities.	FEB 2003
252.225-7014	Preference for Domestic Specialty Metals	APR 2003
252.225-7015	Preference for Domestic Hand or Measuring Tools	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	JUN 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred delivery of technical data or computer software	APR 1988
252.227-7027	Deferred ordering of technical data or computer software	APR 1988
252.227-7030	Technical Data--Withholding of Payment	MAR 2000

**B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR
CHAPTER 2) CLAUSES (Cont)**

NUMBER	TITLE	DATE
252.225- 7032	Waiver of United Kingdom Levies.	APR 2003
252.227- 7036	Declaration of Technical Data Conformity	JAN 1997
252.227- 7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231- 7000	Supplemental Cost Principles	DEC 1991
252.232- 7004	DoD Progress Payment Rates.	OCT 2001
252.232- 7007	Limitation of Government's Obligation	AUG 1993
252.235- 7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235- 7011	Final Scientific or Technical Report	SEP 1999
252.239- 7000	Protection Against Compromising Emanations	DEC 1991
252.242- 7000	Postaward Conference	DEC 1991
252.242- 7003	Application for U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242- 7004	Material Management And Accounting System	DEC 2000
252.243- 7001	Pricing Of Contract Modifications	DEC 1991
252.243- 7002	Requests for Equitable Adjustment	MAR 1998
252.244- 7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245- 7001	Reports of Government Property	MAY 1994
252.246- 7001	252.246-7001 Warranty of Data	DEC 1991
252.246- 7001	252.246-7001 Warranty of Data - Alternate II	DEC 1991
252.249- 7002	Notification of Anticipated Contract Termination or Reduction	DEC 1996

I.2 CLAUSES INCORPORATED BY FULL TEXT**52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) and Alternate I (JAN 1997)**

(a) The Contractor shall test one (1) units of Item 0001, 0002, 0003, and 0004 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 300 calendar days from the date of this contract to COMMANDING GENERAL, CAPTAIN RAUL TORRES, PMM-122, MARINE CORPS SYSTEMS COMMAND, 2200 LESTER STREET, QUANTICO, VA 22134-6050 marked FIRST ARTICLE TEST REPORT: Contract No. _____, Lot//Item No. _____. Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(End of clause)

Alternate I (Jan 1997)

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

Note: For the purpose of Clause 52.209-3, "contract" is considered to be the applicable option exercised.

52.209-4 - FIRST ARTICLE APPROVAL GOVERNMENT TESTING (SEP 1989)

(a) The Contractor shall deliver CLIN 0001 (0001AA (1 ea), 0001AB (1 ea), 0001AC (3 ea)), 0002 (7 ea), CLIN 0003 (11 ea), and CLIN 0004 (9 EA) unit(s) of Lot/Item 0001, 0002, 0003, and 0004 within 340 calendar days from the date of this contract to the Government at MCTSSA, Camp Pendleton, CA, JITC, Ft Huachuca, AZ : note the location for CONUS USMC location for OT&E is TBD for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 100 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government.

The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

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

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
(End of clause)

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

52.215-19 - NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (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 (Feb 1999) (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.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 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 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)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTSJ.1 DOCUMENTS

	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
(1)	Transition Switch Module SOW	29 OCT 03	48
(2)	TMCN TSM-0-3 w/attachment	SEP 03	65
(3)	Transition Switch Module Performance Specification (Version 6.5 dated 23 May 2005 and Addendum 1 thereto)	23 MAY 2005	91
(4)	Contract Security Classification Specification (DD Form 254-E)	15 MAY 03	6
(5)	COR Appointment letter Letter	14 JUN 04	3
(6)	EDO-Darlington's List of Proposed Spares	15 MAR 04	2
(7)	EDO-Darlington's Small Business and Small Disadvantage Business Plan	15 MAR 04	9

J.2 EXHIBITS - DD FORM 123 - Contract Data Requirement List

<u>EXHIBIT NUMBER</u>	<u>W/ATTACHMENTS</u>	<u>PAGES</u>
A		1
B		2
C		10
D		9
E		2
F		6
G		1
H		3
J		10
K		7
L		2
M		1
N		3
P		1
Q		11
R		1
S		4