

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 58	
2. CONTRACT NO. M67854-07-C-1082		3. AWARD/EFFECTIVE DATE 05-Jul-2007	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY MARCORSYS/COMIWS ATTN: MATTHEW.HOWES@USMC.MIL 2200 LESTER STREET QUANTICO VA 22134 (703) 432-3555 FAX: (703) 432-3526		M67854	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS 8(A) NAICS! 333314 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO SEE SCHEDULE			16. ADMINISTERED BY DCMA MANCHESTER 2 WALL STREET MANCHESTER NH 03101-1518		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7W) 13b. RATING DO-A5		14. M N O D OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
17a. CONTRACTOR/OFFEROR INSIGHT TECHNOLOGY INC. MICHAEL JEAN 9 AKIRA WAY LONOONDERRY NH 03053-3200 TEL. 603-6264800		CODE OB107	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		FACILITY CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Gout. Use Only) \$6,345,537.85		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.2124. FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.2124. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN Q COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE Proposal JC/07-029 <input checked="" type="checkbox"/> OFFER DATED 19-Jun-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>John J. Wahl</i>		31c. DATE SIGNED 05-Jul-2007		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JOHN J. WAHL / CONTRACTING OFFICER TEL: 703-432-3568 EMAIL: john.wahl@usm.mil				

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	38. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATIONSHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mini Thermal Imager FFP		Each		NSP
	FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Mini Thermal Imager FFP	(b)(4)	Each	(b)(4)	(b)(4)
	<p>MTI Shall be over-packed with soft case, helmet mount, objective lens cover, two (2) sets of batteries, vidw cable, 128 USB drive with software, eye cup, neck cord, Government approved commercial operator's manual per SOW 3.10.4, Government approved quick reference card SOW 3.10.4, cleaning kit, amber filter and standard commercial warranty.</p> <p>FOB: Destination MILSTRIP: M9545007RC64B06 MFR PART NR: MTM-000A6 PURCHASE REQUEST NUMBER: M9545007RC64B06</p>				
NET AMT					(b)(4)
	ACRN AA				
	CIN: M9545007RC64B060001AA				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Mini Thermal Imagers FFP MTI Shall be over-packed with soft case, helmet mount, objective lens cover, two (2) sets of batteries, video cable, 128 USB drive with software, eye cup, neck cord, Government approved commercial operator's manual per SOW 3.10.4, Government approved quick reference card SOW 3.10.4, cleaning kit, amber filter and standard commercial warranty. FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: MTM-000A6 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contractor Logistics Support FFP Contractor Logistics Support for two years. See Statement of Work 3.8.1 FOB: Destination		Each		NSP
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	CLS Major Repairs FFP Major Repairs defined: Replace FPA and/or forward housing. FOB: Destination MILSTRIP: M9545007RC74626 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260002AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	CLS Moderate Repairs FFP Moderate repairs defined: Replace digital CCA, replace eyepiece and/or OLED display FPA, replace objective lens assy, replace analog CCA, replace power CCA, replace fft housing and/or keypad, replace laser assy. FOB: Destination MILSTRIP: M9545007RC74626 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260002AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	CLS Minor Repairs FFP Minors repairs defined: Replace focus ring and replace mount FOB: Destination MILSTRIP: M9545007RC74626 PURCHASE REQUEST NUMBER. M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260002AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contract Data Requirements List FFP FOB: Destination		Int		NSP

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Each		NSP

Additional Components-Spares

FFP

Each Additional Component listed below in **SLINs 0004AA-0004AK** shall be separately priced for the ordering period. The Government may purchase any, all, or none of the items listed.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		(b)(4)	Each	(b)(4)	

Soft Carry Case

FFP

FOB: Destination

MILSTRIP: M9545007RC74626

MFR PART NR: LAM-199

PURCHASE REQUEST NUMBER: **M9545007RC74626**

NET AMT

(b)(4)

ACRN AB

CIN: M9545007RC746260004AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Objective Lens Cover FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: MTM-058 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260004AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Battery Assembly Cap FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: CID-250 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260004AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Eye Cup FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: 7B422 PURCHASE REQUEST NUMBER. M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260004AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Amber Filter FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: MTM-018 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260004AE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Cleaning Kit FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: 7B626 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260004AF

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	Helmet Adapter FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: MTM-022 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: M9545007RC746260004AG

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH	Neck Cord FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: MTM-073 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

ACRN AB
CIN: M9545007RC746260004AH

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ	Video Cable FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: MTM 230 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

ACRN AB
CIN: M9545007RC746260004AJ

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK	128 MB Drive w/ Software FFP FOB: Destination MILSTRIP: M9545007RC74626 MFR PART NR: MTM-100 PURCHASE REQUEST NUMBER: M9545007RC74626	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

ACRN AB
CIN: M9545007RC746260004AK

(b)(4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0001AA	Origin	Government	Origin	Government
0001AB	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0002AA	Origin	Government	Origin	Government
0002AB	Origin	Government	Origin	Government
0002AC	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0004AA	Origin	Government	Origin	Government
0004AB	Origin	Government	Origin	Government
0004AC	Origin	Government	Origin	Government
0004AD	Origin	Government	Origin	Government
0004AE	Origin	Government	Origin	Government
0004AF	Origin	Government	Origin	Government
0004AG	Origin	Government	Origin	Government
0004AH	Origin	Government	Origin	Government
0004AJ	Origin	Government	Origin	Government
0004AK	Origin	Government	Origin	Government

- DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	31-JUL-2007	150	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875
0001AA	31-AUG-2007	250	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0001AA	30-SEP-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0001AA	31-OCT-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0001AA	30-NOV-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0001AA	31-DEC-2007	29	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0001AB	31-DEC-2007	21	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0001AB	31-JAN-2008	58	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0002	N/A	N/A	N/A	N/A
0002AA	POP 31-JUL-2007 TO 31-JUL-2009	N/A	N/A FOB: Destination	
0002AB	POP 31-JUL-2007 TO 31-JUL-2009	N/A	N/A FOB: Destination	
0002AC	POP 31-JUL-2007 TO 31-JUL-2009	N/A	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

0004AA 31-AUG-2007	25	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875
0004AB 31-AUG-2007	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
W A C 31-AUG-2007	100	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
W A D 31-AUG-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0004AE 31-AUG-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
W A F 31-AUG-2007	20	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
W A G 31-AUG-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0004AH 31-AUG-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
0004AJ 31-AUG-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875
W A K 31-AUG-2007	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98875

ACCOUNTING AND APPROPRIATION DATA

AA: 17611094930 310 67854 067443 2D 493019
 COST CODE: 7RC64B0613L9
 AMOUNT: (b)(4)
 CIN M9545007RC64B060001AA: (b)(4)

AB: 17711094930 310 67854 067443 2D 493033
 COST CODE: 7RC7462613IZ
 AMOUNT (b)(4)
 CIN M9545007RC746260001AB: (b)(4)
 CIN M9545007RC746260002AA: (b)(4)
 CIN M9545007RC746260002AB: (b)(4)
 CIN M9545007RC746260002AC: (b)(4)
 CIN M9545007RC746260004AA: (b)(4)

CIN M9545007RC746260004AB:
 CIN M9545007RC746260004AC:
 CIN M9545007RC746260004AD:
 CIN M9545007RC746260004AE:
 CIN M9545007RC746260004AF: (b)(4)
 CIN M9545007RC746260004AG:
 CIN M9545007RC746260004AH:
 CIN M9545007RC746260004AJ:
 CIN M9545007RC746260004AK:

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.2044	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Nov 2006) Alternate I	APR 2002
52.2124	Contract Terms and Conditions--Commercial Items	FEB 2007
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	JUN 1999
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
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
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	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-9	Refund Of Royalties	APR 1984
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (May 2004) - Alternate II	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
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 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.217-7026	Identification of Sources of Supply	NOV 1995
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7000	Indemnification Under 10 U. S. C. 2354 Fixed Price	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

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

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

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

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

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

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

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

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

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

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

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE

ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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:

10 Percent increase

2 Percent decrease

This increase or decrease shall apply to dollar values not to exceed \$250.

(End of clause)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006) (DEVIATION)

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

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

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333314.

(2) The small business size standard is 500.

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

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

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

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

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

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

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

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

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

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be

obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

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

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

Executive and top management means any employee--

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

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

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

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

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

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

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates,

subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

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

Special disabled veteran means--

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

(i) Rated at 30 percent or more; or

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

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

Veteran of the Vietnam era means a person who--

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

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

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

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

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

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

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

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall--
- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

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

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

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

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Marine Corps Systems Command
Major Matthew F. Howes
2200 Lester St
Quantico, VA 22134

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions,

inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

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

(d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

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 N/A (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUN 2006) (DEVIATION),

the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CONTRACT BODY

STATEMENT OF WORK

1.0 SCOPE.

This Statement of Work (SOW) defines the effort required for procurement and delivery of a Mini Thermal Imager (MTI). This effort will be pursued as a commercial item purchase, pursuant to FAR 2.1, which provides the standard definition of a commercial item. Standard practices for "Acquisition of Commercial Items," as set forth in FAR 12.201, will be applied throughout the process. Additionally, the Contractor shall provide the requisite program management and logistics support to ensure that delivery schedules, performance requirements, and overall supportability of the MTI system is accomplished as set forth in the contract.

This SOW includes the associated Program Management, Meeting and Reviews, System Engineering, Testing and Verification, Environment, Safety, and Occupational Health,

Configuration Management, Unique Item Identification, Integrated Logistics Support, Maintenance Planning, Supply Support, Power, Technical Publications, Manpower, Personnel, and Training, Packaging and Transportation, Software, and Contractor Performance Measurement.

The contractor is responsible for providing all materials, services and support documentation as identified in this SOW.

2.0 APPLICABLE DOCUMENTS

The following documents specified from a part of this Statement of Work (SOW) to the extent specified herein. The most recent revision of the referenced document at the time of contract shall be used unless otherwise specified. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited in mandatory compliance documents shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.1 Military Standards and Specifications - Mandatory Compliance.

MIL-PRF-49506	Performance Specification Logistics Management Information
MIL-STD-129 P (3)	Military Marking for Shipment and Storage
MIL-STD-130M	Identification Marking of U.S. Military Property
MIL-STD-196E	Joint Electronics Type Designation System
MIL-STD-810F	Environmental Engineering Program Guidelines
MIL-STD-882D	Standard Practice for System Safety
MIL-STD-1686	ESD Program
MIL-STD-2073-1D (1)	DoD Standard Practice for Military Packaging
DoD Instruction 5000.64	Defense Property Accountability
DoD 4140.1-R	Supply Chain Material Management Regulation
DFARS	Clause 252.211-7003, Item Identification and Valuation
NAVSEAINST 9310.1B	Naval Lithium Battery Safety Program

TM S9310-AQ-SAF-010 Naval Lithium Battery Safety Program
Responsibilities and Procedures

2.2 Military Standards and Specifications - Guidance Only.

Not Applicable.

2.3 Federal Standard - Mandatory.

Federal Regulation 49CFR

2.4 Drawings.

Not Applicable.

2.5 Handbooks - Guidance Only.

MIL-HDBK-61A Configuration Management Guidance

MIL-HDBK-502 Acquisition Logistics

MIL-HDBK-512 Parts Management

MIL-HDBK-781 Reliability Test Methods, Revision A

MIL-HDBK-831 Preparation of Test Reports

MIL-HDBK-1221 (3) Evaluation of Commercial Off-the-Shelf Manuals

2.6 Other Government Documents. Unless otherwise stated, the following documents may be obtained from the Document Automation and Production Service, Building 4/D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 or visit <http://dodssp.daps.mil>.

FED-STD-313D (1) Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities

PD-MTI-001 Performance Description, requirements and desired attributes for the MTI are contained as an attachment to the RFP.

2.7 Non-Government Documents.

ASTM D3951 Standard Practice for Commercial Packaging

ASTM D4169-01e1 Standard Practice for Performance Testing of Shipping Containers and Systems

(Copies of ASTM documents are available from www.astm.org or American Society for Testing and Materials International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.)

EIA-625 Requirements for Handling Electrostatic Discharge-Sensitive (ESDS) Device

EIA-649 National Consensus Standard for Configuration Management

(Copies of EIA documents are available from www.eia.org or Electronic Industries Alliance Corporate Engineering Department, 2500 Wilson Boulevard, Arlington, VA, 22201.)

ISO 9001-2000 Quality Management Practices

(Copies of ISO documents are available from www.iso.org or ISO Central Secretariat: International Organization for Standardization (ISO) 1, rue de Varembe, Case postale 56 CH-1211 Geneva 20, Switzerland.)

2.8 Forms.

DD Form 61 Application for Nomenclature Assignment

3.0 REQUIREMENTS

The contractor shall perform all tasks required and delineated in this SOW to test, produce, manufacture, deliver and prepare associated documentation, provide logistic support, provide technical support, develop technical manuals and deliver the MTI in the quantity specified in the contract. The contractor shall provide all materials, equipment, hard tooling, personnel, and facilities necessary to manufacture, fabricate, integrate, produce, and deliver the types and quantities of deliverables specified by the contract and meet the requirements of the Purchase Description PD-MTI-001.

3.1 Technical Compliance with Purchase Description. The Contractor shall propose and deliver a system that is at a minimum, compliant with the attributes stated within the purchase description (PD). Technical compliance shall be based upon evidence (e.g. test or performance data) of the ability of the system to meet the attributes set forth in the PD, as well as conformance to the delivery schedule. The Contractor shall provide a Government approved Performance

Specification for the MTI that complies with the requirements specified in PD-MTI-001. The approved Performance Specification will serve as the functional baseline and will be incorporated into the final contract.

3.2 Program and Data Management.

3.2.1 Program Management. The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractors' organization and techniques used in managing the program, specifically subcontractor and data management. Documentation shall be readily available to Government representative(s) during planned visits.

DI-MGMT-80227, Contractor's Progress, Status and Management Report

3.2.2 Subcontractor Management. The contractor is responsible for performance of requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance subcontractors and is responsible for ensuring all deliverable products comply with the contract requirements.

3.2.3 Data Management. The contractor shall establish a single, centralized system for management of all data required under this contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, approval of deliverable format, distribution and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract, and shall provide equal access to data by the Government. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the MTI. Access to the DMS shall not require client software installation on Government computers.

3.2.3.1 Technical Proposal. The contractor's Technical Proposal, as negotiated and accepted by the Government, shall be incorporated by reference into the resultant contract. Information contained in the Offeror's proposal regarding organization, staffing, manning levels, and experience or education qualifications of personnel that are to be utilized in performance of this contract shall also be incorporated into the resultant contract. Any changes in these arrangements are to be submitted to the contracting officer in advance for approval. In the event of any conflict or ambiguity between the contractor's technical proposal and the Government statement of work, the statement of work shall take precedence.

3.2.3.2 Schedule Planning. The contractor shall maintain an accurate schedule of program events and recommend program schedules, including review and evaluation techniques, which provide for the earliest delivery schedule while at the same time satisfying all requirements in a

cost effective manner. The program schedule shall include all significant events, and a Program Planning Milestone Chart shall depict major tasks and events from start to completion of the contract. The contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that will impact schedules.

3.2.3.3 Assignment of Responsibility and Authority. The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall be considered key personnel. The contractor in writing shall appoint all persons filling these billets. The contractor shall notify the Government within ten days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance.

a. Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government, and be responsible for the coordination of all contractor activities related to the contract.

3.3 Meetings, Formal Reviews, Conferences, and Audits.

3.3.1 Contractor Responsibilities. The contractor shall plan, host, attend, coordinate, support and conduct the meetings, formal reviews, conferences, and audits (hereinafter called "reviews") as required. The reviews shall be conducted at Government and contractor facilities. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently with the Government's approval. The contractor shall prepare agendas and conference presentation materials, and provide minutes and reports following each review. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes. Conference Agenda and Conference Minutes shall be submitted in contractor format using Microsoft software.

3.4 System Engineering. The contractor shall establish and maintain an effective system engineering program throughout the production processes, which shall include the following tasks:

3.4.1 Procedures and Controls. The contractor shall maintain procedures and controls, which ensure products, obtained from suppliers, vendors and subcontractors meet reliability requirements.

3.4.2. Failure Reporting, Analysis, and Corrective Action System. Upon request from the Government, the contractor shall provide to the Government the necessary documentation and reports to substantiate contractor claims of reliability, system performance, procedures for analysis of failures to determine cause, and documentation for recording corrective actions taken. The Failure Reporting, Analysis, and Corrective Action System (FRACAS) shall include uniform failure reporting, failure analysis reports and corrective actions. All hardware/software failures from system level shall be subject to these requirements throughout the testing period. The contractor shall notify the Government within 24 hours of any critical failure, which impacts cost, schedule, producibility, or interface/performance. Failures, which are not defined as critical, shall be reported within ten (10) working days of the occurrence.

DI-RELI-80255, Failure Summary and Analysis Report
DI-RELI-81315, Failure Analysis and Corrective Action Report

3.4.3. Failed Item Analysis Report. The Government shall be notified of any requirements that failed (or are failing) to achieve the allocated threshold. Failures shall be reported immediately (within 24 hours) to the Government.

DI-RELI-80255, Failure Summary and Analysis Report

3.4.3 Testability. The contractor shall develop and implement a Testability Program to ensure the MTI is designed to provide the end-user and technicians assurance of system operation and ease in fault isolation. The Testability Program may be included with the Reliability and Maintainability Program.

3.4.4 Quality Management System. The contractor's quality management system shall ensure product conformation to contractual requirements. The contractor shall make available all quality management documentation for the Government to review upon request.

3.5 Environment, Safety, and Occupational Health.

3.5.1 System Safety. The contractor shall identify and evaluate safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with development, use, and disposal of the system in accordance with MIL-STD-882D. Residual risks will be evaluated by the Government in accordance with Tables A-I through A-IV of MIL-STD-882D and accepted as appropriate. The contractor must identify all explosive safety risks as such in the system safety documentation.

3.5.1.1 Safety Assessment. The contractor shall perform and document a Safety Assessment to identify all safety features of the hardware, software, and system design and to identify procedural, hardware and software related hazards that may be present in the MTI including specific procedural controls and precautions that should be followed. In addition, the contractor shall make recommendations applicable to hazards at the interface of his system with the other system(s) as contractually required.

3.5.1.2 Safety Assessment Report. The contractor shall provide a Safety Assessment Report (SAR) that documents the Safety Assessment and clearly identifies any residual risks of the MTI. The SAR shall include a signed statement that all identified hazards have been eliminated or their associated risks controlled to acceptable levels and that the MTI is ready to test, field or operate. In addition, the contractor shall make recommendations applicable to hazards at the interface of this MTI with other systems.

DI-SAFT-80102B, Safety Assessment Report

3.5.1.2.1 Lithium Battery Safety Qualification. The contractor shall develop a safety data package that shall document and demonstrate the stability of design and validity of any lithium battery selection, in accordance with NAVSEAINST 9310.1B and TM S9310-AQ-SAF-010 dated 19 Aug 2004. The contractor shall provide data from contractor testing of the complete system/item.

DI-SAFT-80102B, Safety Assessment Report

3.6 Configuration Management Process. The contractor shall maintain a configuration management (CM) process for the control of all hardware and software configuration documentation, media and parts representing or comprising the MTI. The principles contained in EIA-649 and MIL-HDBK-61A may be used for guidance. The contractor's CM process shall consist of configuration identification, configuration control, configuration status accounting, and configuration audits. The contractor shall maintain CM support for the MTI product for a period of not less than five (5) years. Consideration for interfacing with other acquisition requirements such as design review, assurance, and other program related disciplines shall be addressed. The contractor shall designate a CM representative to serve as a primary point of contact to the Government for all CM matters. The contractor's representative shall be responsible for any subcontractor's CM efforts. The contractor shall notify the Government of any changes at the contractor's facility, which affect the contractor's established CM process.

3.6.1 Configuration Identification. The contractor shall participate in a joint Government/contractor integrated team to designate configuration items (CIs) to be managed by the Government and those to be managed by the contractor at a lower level/tier. For those CIs that have been identified for Government control, the contractor shall provide form, fit, function, and interface documentation necessary for configuration status accounting. The contractor shall establish management practices for those lower level/tier CIs.

3.6.2 Configuration Status Accounting. The contractor shall establish and maintain a Configuration Status Accounting (CSA) database, which represents the configuration of the MTI. All baselines and changes shall be documented in the contractor's CSA database. The contractor's CSA database shall permit acceptance of commercial product information; however, if requirements to report data outside of the contractor's CSA database or format exist, the information may be delivered as a supplement to prevent disruption to their existing system. The contractor's CSA database shall reconcile any differences between the supplier information and

contractor practices to provide the Government with clear accountability of product information. Additionally, the CSA database shall provide a reliable source of configuration information to support MTI activities, including program management, systems engineering, logistics support, and modification/maintenance actions. The contractor's CSA database shall be capable of providing CSA data in a digital format compatible with USMC's CSA automated information system, Configuration Management Information System (CMIS).

3.6.2.1 Parts Management Program. The contractor shall establish and maintain a Parts Management Program that will ensure the use of parts that meet contractual requirements, reduce proliferation of parts through standardization and enhance equipment reliability and supportability, and proactively manage obsolescence. Within 30 days after contract award, an internal company plan or procedure shall be made available to the Government for review and use. The Government may perform audits, verifications, inspections or evaluations to ascertain program conformance and adequacy of the implementing procedures. The procedures, planning and all other documentation media and data that define the Parts Control Program and the parts selected for use shall be made available to the Government for their review and use. The contractor may utilize MIL-HDBK-512 as a guide for developing and maintaining the parts management program.

3.6.3 Baseline Management. The contractor shall be responsible for maintaining the currency and accuracy of the established baseline to ensure form, fit, function and interface of the MTI. The contractor shall establish definitive processes, which identify how the baseline will be managed/maintained. These processes shall be defined in the contractor's configuration management plan and made available for Government review.

3.6.3.1 Functional Baseline. The MTI Performance Specification establishes the functional baseline once approved by the Government. Government approval shall be required prior to making changes that affect the functional baseline.

3.6.4 Configuration Control. The contractor shall implement configuration control methods and procedures, which maintain the integrity and traceability of an established baseline. Changes to established baselines shall only be made after Government approval of Engineering Change Proposals (ECP) and Request for Deviation (RFD). Sufficient supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturer's data sheets, shall be submitted with ECP's and RFD's. Changes shall be identified to the affected assembly serial number, or if not part of an assembly, to the affected equipment serial number. The contractor's configuration control process shall be available for Government review. The contractor shall submit all configuration control documentation in a digital format specified by the Government.

DI-CMAN-80639C, Engineering Change Proposal (ECP)
DI-CMAN-80640C, Request for Deviation (RFD)

3.6.5 Engineering Change Proposals. Engineering Change Proposals (ECP) shall be

submitted by the contractor, and shall be limited to those, which are necessary or offer significant benefit to the Government. MIL-HDBK-61 provides guidance concerning the classification of ECP's. Class I ECP's shall be submitted when changes are required to: (a) Correct deficiencies; (b) Add or modify interface or interoperability requirements; (c) Make a significant and measurable effectiveness change in the operational capabilities or logistics supportability of the system; (d) Effect substantial life cycle costs/savings; and (e) Prevent slippage in an approved production schedule. Class II ECP's shall be submitted by the contractor to the Administrative Contracting Officer (ACO) for approval for those engineering changes, which impacts none of the factors listed above. As a minimum, Class I ECP's shall contain the following information: (a) Date prepared; (b) Originator; (c) ECP Classification; (d) ECP Number; (e) Reason/need for change; (f) System designation (nomenclature, model, P/N); (g) Name of part (or lowest assembly) affected to include part numbers; (h) Baselines affected (to include drawings, specifications, CAGE, revision level, etc.); (i) Title of change; (j) Description of change; (k) Effect on interfaces (Interchangeability and Interoperability); (l) Total costs/savings w/ breakout; (m) Retrofit information; (n) Ozone Depleting Substances; (o) Impact on any engineering disciplines (such as quality, environmental, safety, health, reliability, maintainability, etc.); (p) Justification for change; (q) Priority of change; (r) Impacts to any logistics support elements (such as software, manuals, spares, tools, etc.) being utilized by Government personnel in support of the product; and (s) Alternatives evaluated or considered.

DI-CMAN-80639C, Engineering Change Proposal (ECP)

3.6.5.1 Requests for Deviation. The contractor shall process Requests for Deviation (RFD) from current approved configuration documentation. Authorized deviations are a temporary departure from the requirements and do not constitute a change in an approved baseline. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change should be permanent, the contractor shall process an Engineering Change Proposal. MIL-HDBK-61 provides guidance concerning the classification of RFDs. As a minimum, the RFD shall contain the following information: (a) Date prepared; (b) Originator; (c) RFD Classification (critical, major or minor); (d) Designation for deviation (model/type, CAGE code, system designation, and deviation number); (e) Class of deviation; (f) Part Number affected; (g) Cost/Price data; (h) Effectivity; (i) Description of deviation; (j) Need for deviation; (k) Effect on delivery schedule; (l) Recommended corrective action; and (m) Alternatives evaluated.

DI-CMAN-80640C, Request for Deviation (RFD)

3.6.5.2 Notification of Changes to Commercial Equipment/Software. The contractor shall submit notification to the Government when changes occur to commercial equipment or software, which is being procured or fabricated by the contractor, and the Government does not control the developer's design.

DI-MISC-80508A(CN), Technical Report - Study/Services

3.7 Item Unique Identification (IUID). The Contractor shall implement specific Item Unique Identification (IUID) markings, as defined in MIL-STD-130M dated 2 Dec 2005, DoD Instruction 5000.64, DoD 4140.1-R, and DFARS clause 252.211-7003. The IUID marking shall be incorporated into existing data plates. The two-dimensional IUID data matrix shall be machine-readable with common optical scanning devices and be accompanied by the corresponding human readable markings when practical.

Information contained in the machine-readable code shall be: Manufacturer CAGE Code, Manufacturer part number, and serial number. This provides a valuable tool for asset tracking form acquisition through manufacture as well as item life cycle management.

The Contractor shall supply documentation in formats (written and electronic) that are readily usable by the Government with each shipment of equipment and/or repairables that the government purchases. The Contractor shall maintain all of this information in their Data Management System and the documentation shall be readily available to Government representative(s):

- NSN
- MFR P/N
- S/N

3.8 Integrated Logistic Support. The contractor shall plan and conduct an Integrated Logistics Support (ILS) program, which shall govern the management of the ILS effort. The ILS effort shall be conducted as an integral part of the development and integration process to define the range and depth of the required support, and address all applicable and related elements of logistics. The system will be delivered concurrently with a government approved operator manual; a Marine Corps tailored CLS package (Operator/Crew through Sustainment levels of maintenance), an applicable level of supply support to include spare and/or provisioned parts (relative to a Marine Corps Supportability Concept) and warranty. (See sections 3.8.1, 3.8.2, and 3.9).

3.8.1 Contractor Logistics Support (CLS). This CLS Plan will be for repair, returns, updates, modification, and condemnation of units not under warranty. The contractor shall receive, inspect, conduct test and failure analysis and/or isolate each MTI to determine the specific work required to restore to an operational condition or recommend condemnation. The contractor shall repair the MTI that does not exceed the one time repair parts cost threshold (65% of the new MTI cost or equal to or greater than 110% of the Major repair price as defined by the contract). The contractor shall proceed with the necessary repair only if the MTI is determined to be defective. Disassembly shall be limited to the minimum extent possible. Should the estimated cost of repair exceed the one time repair parts cost threshold, the Contractor shall notify the DCMA/PCO representative and the Marine Corps designated representative in writing within 48 hours for disposition instructions. The Contractor shall be responsible for the procurement actions for all spares and repair parts required to accomplish the work specified in the SOW during the performance period. All parts and material used during the repair process shall meet or exceed the original specifications and technical data requirements of the applicable contracts.

The contractor shall store all units, repair and spare parts in such a manner as to preclude any damage or loss. The contractor shall not be required to restore the MTI to a like new cosmetic condition. Any damage to protective finishes shall be repaired to the extent necessary to provide adequate protection during field usage, corrosion prevention and structural integrity. The Contractor shall replace all damaged markings, identifications, and decals when the markings, identifications, or decals become unreadable. The Contractor shall ensure all repaired, upgraded, or modified systems meet or exceed the original performance. Scratches, delaminating or other optical flaws on the optics will be replaced only if it degrades system's performance or may deteriorate systems performance.

3.8.1.1 Major/Moderate/Minor/Assessment Criteria. The Contractor shall characterize non-warranty repairs as Major (Level 3), Moderate (Level 2), Minor (Level 1) or Assessment. Contractor Assessment or screening action cost will not exceed 1% of the new MTI cost, for an MTI as delivered to the Contractor by the Government for the purpose of CLS action that is determined to be Beyond Economical Repair (BER) as per paragraph 3.8.2 of this statement of work. Contractor Assessment or screening action cost will not exceed 4% of the new MTI cost for an MTI as delivered to the Contractor by the Government for the purpose of CLS action that is determined to require maintenance or exhibits no evidence of failure. Level 1 repair will not exceed 8% of the new MTI cost. Level 2 repair will not exceed 40% of the new MTI cost. Level 3 repair will not exceed 65% of the new MTI cost or be equal to or greater than 110% of the Level 3 repair price as defined by the contract. The MTI as delivered to the Contractor by the Government for CLS action that is determined to exceed 65% of the new MTI cost or be equal to or greater than 110% of the Level 3 repair price as defined by the contract will be considered BER and be condemned. Condemnation status will be conditional upon Government receipt of test and failure analysis and/or fault isolation data from the Contractor and the Contractor's receipt in writing of Government condemnation concurrence from the DCMA/PCO representative and/or the Marine Corps designated representative.

3.8.1.2 Summary/Cost estimates. The Contractor will provide CLS summary/cost estimates during the life of the CLS contract, at a minimum of every six months (or upon request) to the DCMA/PCO representative and/or the Marine Corps designated representative. Contractor summary/cost estimates will be provided to the Government upon the Contractor's receipt of an MTI submitted by the Government to the Contractor for CLS repair and the completion of Contractor test and failure analysis and/or fault isolation determination actions. Summaries/cost estimates for Levels 1, 2 and 3 will contain two tiers. Tier 1 of the Contractor summary/cost estimate will detail the Contractor's assessment/screening action task cost and the applicable Level of repair price (Level 1, 2 or 3). Tier 2 of the Contractor summary/cost estimate will detail the Contractor's itemized material cost required to complete the listed maintenance task (i.e. 1 cca, 1 cca mounting bracket, 1 seal) by part, sub-assembly and assembly.

3.8.1.3 Inspection and Acceptance. Should a DCMA resident representative be unavailable for final inspection/acceptance, a day-to-day slip in the repair turnaround time shall be allowed. The Contractor shall ensure that each repaired and serviceable MTI is packaged IAW best commercial practices.

3.8.1.4 The Contractor shall acknowledge receipt, inspect, conduct warranty status determination, determine major, moderate or minor repair, to any CLS claim within 48 hours, and the CLS claim shall be completed within five (5) working days.

Note: A working day constitutes the first normal working day (Monday through Friday), that the Contractor receives a CONUS Claim, i.e. a CLS claim is submitted on Fridays response will be no later than 0730 the following Wednesday.

3.8.1.5 The contractor shall track shipments to ensure direct and timely arrival to and from the field destination. The contractor shall immediately notify the appropriate Marine Corps designated representative and DCMA/PCO representative about any shipping problems or delivery delays that may be encountered.

3.8.2 Warranty. The Contractor shall provide a warranty of the MTI, covering any defects in material or workmanship or degradation of system operation due to manufacturing defects (relative to quality, defects in design, and conformance to performance specifications). The warranty period shall cover two (2) years from initial unit acceptance (service) and five (5) years initial storage period to initial unit acceptance (storage). The Contractor will be responsible for the cost associated with shipping and handling of warranty returns (CONUS) to the originating center – both receiving systems from the Marine Corps to the Contractor, and returning systems from the Contractor to the Marine Corps. Warranty repair turn around time shall not exceed 5 working days after receipt of failed materials/MTI at the contractor repair facility.

3.8.2.1 Warranty Procedures. Warranty issues shall be transacted between the authorized Marine Corps activities and the Contractor. If the defective MTI is to be returned, the Marine Corps shall use the Equipment Repair Order (NAVMC 10925) to establish a Marine Corps equipment repair record for the system by serial number and defect(s), and pack and package the defective MTI to prevent further damage and ship the system via the appropriate Marine Corps chain of custody to the Contractor. The Contractor shall have a means for the Marine Corps representatives to readily notify the contractor of warranty failures, 24 hours a day, 365 days a year (i.e., toll free number, voice mail, FAX number, email address, website). Upon notification by an authorized Marine Corps activity that a warranty failure has occurred, the Contractor will provide a Return Material Authorization (RMA) number and appropriate shipping instructions. A DD Form 1348 (Issue Release/Receipt Document) will accompany all shipments to the Contractor's facility including a return ship address. The Contractor will prepare a new DD 1149 (Requisition and Invoice/Shipping Document) for return shipments, to include system serialization data as part of the data requirements called for within DD 1149 block 4 (b).

Marine Corps units will provide the following information for return procedures:

Date:

Branch of Service:

UIC:

Intermediate Maintenance Activity Address:

Contact Name:
Street and Number:
City:
State/Country:
ZIP Code:
Commercial Telephone Number:
Commercial FAX Number:
Email Address:
Product Information Model:
Serial Number:
Reason for Return:

3.8.2.2 Warranty Exclusions. Contractor's warranty does not apply to any problems or failures that arise from improper installation or modification by other than Contractor, improper maintenance or storage or repair. Repair by authorized Marine Corps personnel will not void this warranty.

3.8.2.3 Warranty Returns. Government will return the Equipment to Contractor during the warranty period, transportation prepaid, for Contractor's examination and determination that such Equipment is defective and covered by the terms of the Warranty. However, if the equipment is deployed on a ship or if in a location that the Government cannot return the equipment during the Warranty period, and the Government has properly notified the Contractor that the equipment malfunctioned during the Warranty period, Contractor will honor the Warranty as though the unit was returned during the Warranty period. The Warranty on any portion of the Equipment which has been repaired or replaced by Contractor under this Warranty shall be for the balance of the original Warranty period. This Warranty specifically covers the MTI complete System. All warranty returns shall be followed up, in writing, in the form of a FRACAS Report that shall include a time-phased projection of when the threshold will be achieved or exceeded.

3.9 Supply Support and Level of Repair Analysis. The Government will perform a Level of Repair Analysis at the first scheduled conference to review and determine the required supply support structure that ensures the potential availability and defines the by component applicability (within the context of supporting a limited organic support strategy) of Contractor provisioned parts, components, and supplies. The contractor shall provide and disassemble production grade equipment, as deemed necessary by the Government, during this conference to validate and verify all provisioning documentation. At the first scheduled conference the Contractor shall furnish provisioning data as a product of this conference at mutually agreed upon intervals after the conference. The Government will clarify any provisioning issues during the evolution of the data cleansing process. The contractor shall identify provisioning and other pre-procurement screening data to be submitted for Government screening. Provisioning and other pre-procurement screening data are used to identify existing National Stock Numbers (NSNs) for items, validate currency of an NSN, and aid in maximum use of known assets.

DI-ALSS-81529(PP), Logistics Management Information (LMI) Data Product
DI-ALSS-81529 / DI-ALSS-81530, Logistics Management Information (LMI) Summaries

3.9.1 Provisioning Technical Documentation. The contractor shall develop/document Provisioning Technical Documentation to include, but not be limited to a Provisioning Parts List (PPL), Long Lead Time Items List (LLTIL), Common and Bulk Items List (CBIL), and any Design Change Notices (DCN). These lists shall contain the Data Products selection list. The Government at the Provisioning Guidance Conference (PGC) shall designate the format and medium of delivery. The frequency for submission of such lists shall also be designated at the PGC.

3.9.1.1 Provisioning Parts List. The Provisioning Parts List (PPL) shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced at the Operator/Crew through Sustainment levels, and which, when combined, constitute the end item, component or assembly and shall include items such as parts, materials, connecting cabling, piping, and fittings required for the operation and maintenance of the end item, component, or assembly. The PPL is a tool used to determine the range of support items required to maintain the end item for an initial period of service. This includes all repairable Contractor Off-The-Shelf (COTS) items unless excluded by the provisioning requirements. It does not include a breakdown of Government furnished equipment. The PPL shall include items such as parts, materials, connecting cabling, piping, and fittings required for the operation and maintenance of the end item/equipment. The PPL shall contain all repair kits and repair parts required to maintain the end item, component, or assembly equipment unless excluded by the provisioning requirements or meeting the requirement for Common and Bulk Items List (CBIL) inclusion if CBIL is a contract requirement.

DI-ALSS-81529 / DI-ALSS-81530, Logistics Management Information (LMI) Summaries

3.9.2 Engineering Data for Provisioning. Engineering Data For Provisioning (EDFP) is technical data used to describe parts/equipment and consists of data such as specifications, standards, drawings, photographs, sketches and descriptions, and necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, wiring and cable diagrams necessary to indicate the physical characteristics, location, and/or function of the item. At a minimum, EDFP must provide:

- a. Technical information of items for maintenance support considerations
- b. Item identification/descriptions necessary for;
 - (1) Cataloging actions and assignment of a National Stock Number
 - (2) Review for item entry control
 - (3) Standardization to include standardization/interchangeability
 - (4) Item management coding
 - (5) Identification/procurement of initial spares
 - (6) Preparation of allowance/issue lists

The contractor shall furnish EDFP in the following order of precedence:

- a. Government or industry recognized specifications or standards
- b. Engineering drawings
- c. Commercial catalogs or catalog descriptions
- d. Sketches or photographs with brief descriptions of dimensional, material, mechanical, electrical, or other descriptive characteristics.

EDFP shall be submitted in hard copy. EDFP shall be marked in such a manner as to identify the proprietary rights (limited or unlimited). EDFP shall also be marked with the Provisioning Line Item Sequence Number (PLISN) in the upper right hand corner. EDFP shall NOT be provided when the item is:

- a. Identified as a Government specification or standard which completely describes the item including its dimensional, mechanical, and electrical characteristics
- b. Previously cataloged/assigned an active National Stock Number with type 1 item identification.

DI-ALSS-81529 / DI-ALSS-81530, Logistics Management Information (LMI) Summaries

3.9.3 Request for Nomenclature. The contractor shall submit a Request for Nomenclature in accordance with MIL-STD-196E for the MTI. The contractor shall submit a DD Form 61 to meet this requirement. This requirement is mandatory for use in type designation of communications and electronic materiel.

DI-CMAN-81254A, Request for Nomenclature

3.10 Technical Publications.

3.10.1 Reserved.

3.10.2 Commercial Manuals and Quick Reference Card. The contractor shall provide quick reference guides and commercial manual(s) for the MTI, to include supplemental data as necessary. The government will use MIL-HDBK-1221 (3) as a guide for review of submitted commercial manuals.

DI-TMSS-80527A, Commercial Off the Shelf (COTS) Manual and Supplemental Data

3.10.3 Copyright Release. The contractor shall identify copyrighted material, if any, and shall obtain the written approval of the copyright owner. The contractor shall furnish appropriate copyright release giving the Government permission to reproduce and use copyrighted information. When the contractor uses a manual, which covers a vendor's component(s) or a portion thereof, and the vendor's manual contains copyrighted material, the contractor shall be responsible for obtaining a copyright release from the vendor and providing the copyright release

to the Government.

3.10.4 Final Acceptance. Final acceptance of the commercial manual and quick reference card will be made by the Government 30 days before delivery of the first unit. The contractor shall submit an electronic version of both to the contracting specialist. The government will provide approval within 10 days of submission.

3.11 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION.

The contractor shall be responsible for preservation and packaging of the deliverables under the terms of this statement of work. Packaging shall be in accordance with MIL-STD-2073-1D (1).

3.11.1 Preservation and Packaging. Shipments for immediate use shall be in accordance with the best commercial practices of ASTM D 3951-98. Items scheduled for overseas shipment shall be in accordance with ASTM D 3951-98, paragraph 6.1., Export requirements. Items scheduled for long-term storage (longer than 9 months) shall be in accordance with Level "A" requirements of MIL-STD-2073-1D and items scheduled for short-term storage shall be in accordance with Level "B" requirement. Marking of all items for shipment and storage shall be in accordance with MIL-STD-129.

3.11.2 Development of Marking Requirements. Marking shall be in accordance with MIL-STD-129P(3).

3.11.3 Engineering Changes. In the event an engineering change affects packaging design requirements for previously approved data, the contractor shall update the affected packaging data and submit it to the Government for approval.

DI-PACK-80120B, Preservation and Packing Data

PACKAGING AND HANDLING

1.0 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION.

1.1 Packaging, handling, storage and transportation shall be conducted in accordance with Statement of Work 3.11 of this RFP.

2.0 UID BAR CODE IDENTIFICATION REPORT.

2.1 Item Unique Identification (IUID). The Contractor shall implement specific Item Unique Identification (IUID) markings, as defined in Statement of Work 3.7 of this RFP.

3.0 PREPARATION FOR SHIPMENT

3.1 Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure the safe and timely delivery at destination. As guidance, MIL-STD 129P (3) may be used. Individual CLINs may provide specific instruction.

3.2 All reports shall prominently show on the cover of the report:

Name and business address of the Contractor;
Contract Number;
Delivery Order Number;
Date of Deliverable; and,
Receiving Party (i.e. requesting customer and Project Officer)

SPECIAL CONTRACT REQUIREMENTS

1.0 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of conflict of interest will result.

2.0 ENGINEERING CHANGES

2.1 After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to incorporate new technology, to save energy, or to satisfy increased data processing requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a priced change proposal to the Government for evaluation. Those proposed engineering changes (ECP) that are acceptable to the Government will be processed as modifications to the contract.

2.2 This ENGINEERING CHANGES clause applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. At a minimum, the following information shall be submitted by the Contractor with each proposal:

2.2.1 A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

2.2.2 Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

2.2.3 An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

2.2.4 An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation, and;

2.2.5 A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the change(s) during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

2.3 Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any proposal under this contract shall be final.

2.4 The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

2.5 If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "CHANGES" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

2.6 The Contractor is requested to identify specifically any information contained in the engineering change proposal which the Contractor considers confidential and/or proprietary and which the Contractor prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

3.0 CONFIGURATION MANAGEMENT

3.1 The contractor shall implement Configuration Management practices described in Statement of Work 3.6 of this contract.

4.0 Unauthorized Changes

4.1 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.

4.2 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.

4.3 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.

5.0 NOTICE OF INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

Contractor Representation, Certifications and Other Statement of Offerors will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text herewith.

6.0 CENTRAL CONTRACTOR REGISTRATION

All contractors must ensure their registration within the Central Contractor Registration and remain registered throughout the period of performance. This is mandatory for award of any Government contract. To register, go on-line to <http://www.ccr.gov>.

7.0 WARRANTY AND NON-WARRANTY REPAIRS

7.1 Warranty and Non-warranty repairs shall be conducted in accordance with Statement of Work 3.9 of this contract.

8.0 ORGANIZATIONAL CONFLICT OF INTEREST

8.1 The Contractor understands and agrees that the Department of Defense will not consider it, its successors, or assignees (hereinafter referred to as the Contractor, as a source of supply for any system or major component thereof, or training related thereto, for which the Contractor provides technical support and management assistance under the contract. The Contractor further understands and agrees that it will not be allowed to be a subcontractor or consultant to a

supplier of a system or any major components thereof, or training related thereto, for which the Contractor provides technical support and management assistance under this contract.

8.2 If, under this contract, the Contractor assists the Department of Defense in the preparation of a Statement of Work, or provides material leading directly, predictably, and without delay to a Statement of Work, to be used in the competitive procurement of a system or services, the Contractor understands and agrees that for the period from effective date of contract through 1 year after contract completion it shall not be allowed to supply the services or the system or major components thereof, unless it is the sole source. The content of a Statement of Work shall not be considered predictable if more than one prime Contractor is involved in the preparation of material leading to it.

8.3 The Contractor hereby understands and agrees that if work to be performed under this contract requires access to proprietary data of other companies, the Contractor must agree with such other companies to protect such data from unauthorized use or disclosure so long as it remains proprietary. Evidence of such agreement must be made available to the PCO upon request. Further, the Contractor agrees that it will not utilize the data obtained from such other companies in performing for the Department of Defense additional studies in the same field, which are obtained competitively.

8.4 Under the provisions of this contract, the Contractor shall conduct a review of actual or potential Organization Conflict of Interest (OC of I) as defined in and within the meaning of FAR Subpart 9.5. If in the opinion of the Contractor the performance of a task directed under this contract will involve an actual or potential OC of I, the Contractor shall notify the Contracting Officer and provide justification in support of its opinion. The Contracting Officer will thereupon determine whether in fact the task does involve an OC of I. If the Contracting Officer determined that an OC of I is involved, the Contractor shall not perform said task unless the parties agree that the restrictions imposed by FAR Subpart 9.5 apply.

8.5 Any subcontractor, which performs any work relative to this contract, shall be subject to paragraphs 1.0 through 4.0 above.

8.6 The Contractor agrees to notify any subcontractor, which, pursuant to paragraph 5.0 above, is subject to paragraphs 1.0 through 4.0 above that it is so subject.

8.7 The Government may waive the prohibitions imposed by this clause.

REQUESTS FOR PAYMENT

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2007)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract - unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at <<https://wawf.eb.mil/>> and (ii) ensure an Electronic Business Point of Contact is designated in the Central Contractor

Registration at <<http://www.ccr.gov>>, within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract.

The contractor is directed to use the "2 -in-1" format when processing invoices for services and the "Combo" for supplies. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and applicable extension PG13 (i.e., M67854PG13) as the DODAAC for all shipping addresses.

The Marine Corps Systems Command WAWF points of contact are Mr. Barry Oglesby, barry.oglesby@usmc.mil, Mr. Scott Fields, scott.r.fields@usmc.mil, or the USMC Help Desk at CACI/UNITECH, 703-221-6911.

The WAWF-Receive & Acceptance (RA) point of contact for this order/contract is //Project Officer and can be reached at (703) 432-3580, and e-mail bryan.leahy@usmc.mil.

Data entry information for WAWF:

Payment Office DoDAAC: HQ0337
Issue By DoDAAC: M67854
Admin Office DoDAAC: S3319A
Ship to / Service Acceptor DoDAAC: M67854 Extension PG13
Contract Number: M67854-07-C-1082

Direct an additional email notification of invoices to:

Contract Specialist: Major Matthew Howes at matthew.howes@usmc.mil
Project Officer: Capt Bryan Leahy at bryan.leahy@usmc.mil.

POINTS OF CONTACT

Mr. John J Wahl, Procuring Contracting Officer
Phone 703-432-3568, Fax 703-432-3526
Email: john.wahl@usmc.mil

Maj Matthew Howes, Contracting Specialist
Phone 703-432-3555, Fax 703-432-3526
Email: matthew.howes@usmc.mil

Sandee Murry, Administering Contracting Officer
Phone 603 621 2964
Email: sandee.murray@DCMA.mil

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Barbara Fielding
Bryan Leahy
Andrea Harlow
John Wahl
Major Matt Howes
Santee Murry
Gary Foote
James Collins
Steve Farkus

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAOE OF PAOES	
			J	1	9
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 14-Sep-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MARCORSYSCOM IWS ATTN: MATTHEW HO&ESB/USMC MIL 2200 LESTER STREET QUANTICO VA 22134	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA MANCHESTER 2 WALL STREET MANCHESTER NH 03101-1518		CODE S3319A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INSIGHT TECHNOLOGY INC. MICHAEL JEAN 9 AKIRA WAY LONDON DERRY NH 03053-3200			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT ORDER NO. M67854-07-C-1082		
			X 10B. DATED (SEE ITEM 13) 05-Jul-2007		
CODE 0B107		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: rhows072878 The purpose of this modification is to capture all changes resulting from the post award conference 8-9 Aug 2007. Modifications include: Updates to CDRLs, updated part number for the soft carry case, addition of spare parts, updating of POCs, addition of the list of attachments and de obligation of funds associated with the MTI neck cord This contract is hereby modified as set forth in the following:					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			JOHN J. WAHL / CONTRACTING OFFICER TEL: 703-432-3568 EMAIL: john.wahl@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>John J. Wahl</i>		17-Sep-2007
			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$81,896.00 from \$6,345,537.85 to \$6,427,433.85.
The Criticality code B has been added.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0004AA

The manufacturer part number has changed from LAM-199 to MTM-106

SUBCLIN 0004AH

The pricing detail quantity has decreased by (b)(4) from (b)(4) to (b)(4)
The unit of issue Each has been deleted.

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0004AL is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AL	Amber filters FFP FOB: Destination MILSTRIP: M9545007RC74774 MFR PART NR: MTM-018 PURCHASE REQUEST NUMBER: M9545007RC74774	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AC
CIN: M9545007RC747740004AL

SUBCLIN 0004AM is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AM	Helmet Adapter Washer FFP FOB: Destination MILSTRIP: M9545007RC74774 MFR PART NR: MHW016-140 PURCHASE REQUEST NUMBER: M9545007RC74774	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AC
CIN: M9545007RC747740004AM

SUBCLIN 0004AN is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AN	Lens Cap Set Screw FFP FOB: Destination MILSTRIP: M9545007RC74774 MFR PART NR: MHW001-042AB PURCHASE REQUEST NUMBER: M9545007RC74774	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AC
CIN: M9545007RC747740004AN

SUBCLIN 0004AP is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AP	Cap, Sealing Receptacle FFP FOB: Destination MILSTRIP: M9545007RC74774 MFR PART NR: EH-C0117 PURCHASE REQUEST NUMBER: M9545007RC74774	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AC
CIN: M9545007RC747740004AP

SUBCLIN 0004AQ is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AQ	Lens Cap Washer FFP FOB: Destination MILSTRIP: M9545007RC74774 MFR PART NR: MS15795-804B PURCHASE REQUEST NUMBER: M9545007RC74774	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AC
CIN: M9545007RC747740004AQ

SUBCLIN 0004AR is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AR	Helmet Adapter Thumb Screw. FFP FOB: Destination MILSTRIP: M9545007RC74774 MFR PART NR: MTM-082 PURCHASE REQUEST NUMBER : M9545007RC74774	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AC
CIN: M9545007RC74774004AR

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0004AH:

AB: 17711094930 310 67854 067443 2D 493033 7RC7462613IZ (CIN M9545007RC746260004AH) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0004AL:

Funding on SUBCLIN 0004AL is initiated as follows:

ACRN: AC

CIN: M9545007RC747740004AL

Acctng Data: 17711094930 310 67854 067443 2D 4930BC

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC7477413YF

SUBCLIN 0004AM:

Funding on SUBCLIN 0004AM is initiated as follows:

ACRN: AC

CIN: M9545007RC747740004AM

Acctng Data: 17711094930 310 67854 067443 2D 4930BC

Increase: (b)(4)

Total (b)(4)

Cost Code: 7RC7477413YF

SUBCLIN 0004AN:

Funding on SUBCLIN 0004AN is initiated as follows:

ACRN: AC

CIN: M9545007RC747740004AN

Acctng Data: 17711094930 310 67854 067443 2D 4930BC

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC7477413YF

SUBCLIN 0004AP:

Funding on SUBCLIN 0004AP is initiated as follows:

ACRN: AC

CIN: M9545007RC747740004AP

Acctng Data: 17711094930 310 67854 067443 2D 4930BC

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC7477413YF

SUBCLIN 0004AQ:

Funding on SUBCLIN 0004AQ is initiated as follows:

ACRN: AC

CIN: M9545007RC747740004AQ

Acctng Data: 17711094930 310 67854 067443 2D 4930BC

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC7477413YF

SUBCLIN 0004AR:

Funding on SUBCLIN 0004AR is initiated as follows:

ACRN: AC

CIN: M9545007RC74774004AR

Acctng Data: 17711094930 310 67854 067443 2D 4930BC

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC7477413YF

DELIVERIES **AND** PERFORMANCE

The following Delivery Schedule Item has been deleted from SUBCLIN W A H :

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-AUG-2007	50	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

INSPECTION AND ACCEPTANCE

The following **Acceptance/Inspection** Schedule was added for SUBCLIN 0004AL:

INSPECT AT Origin	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
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The following **Acceptance/Inspection** Schedule was added for SUBCLIN W A M :

INSPECT AT Origin	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
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The following **Acceptance/Inspection** Schedule was added for SUBCLIN W A N :

INSPECT AT Origin	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
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The following **Acceptance/Inspection** Schedule was added for SUBCLIN 0004AP:

INSPECT AT Origin	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
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The following **Acceptance/Inspection** Schedule was added for SUBCLIN 0004AQ:

INSPECT AT Origin	INSPECT BY Government	ACCEPT AT Origin	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for SUBCLIN0004AR:

INSPECT AT
Origin

INSPECT BY
Government

ACCEPT AT
Origin

ACCEPT BY
Government

The following have been modified:

REQUESTS FOR PAYMENT

WAWF INSTRUCTIONS

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (January 2007)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract - unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at <<https://wawf.eb.mil/>> and (ii) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration at <<http://www.ccr.gov>>, within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract.

The contractor is directed to use the "2 -in-1" format when processing invoices for "Combo" for supplies. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and applicable extension PG13 (i.e., M67854PG13) as the DODAAC for all shipping addresses.

WAWF SUPPORT / ASSISTANCE

The Marine Corps Systems Command WAWF Support points of contact is email:
QUAN_MCSC_DFM_MAO@nsmc.mil

Or USMC Help Desk at CACI/UNITECH, 703-221-6911 OR 703-432-4442

The WAWF-Receive & Acceptance (RA) for this order is Joe Bernardoni and can be reached at (229) 639-5086 or e-mail joseph.bernardoni@usmc.mil

Data entry information for WAWF:

Payment Office DoDAAC: HQ0339

Issue By DoDAAC: M67854

Admin Office DoDAAC: S3319A

Inspect by DoDAAC: S3319A

Ship to DoDAAC: M67854 Extension PG13

Contract Number: M67854-07-C-1082

Direct an additional **email** notification of invoices to:

Contract Specialist: matthew.howes@usmc.mil

Project Officer: brvan.leahv@usmc.mil

Receiving Acceptance Officer: joseph.bernardoni@usmc.mil

POINTS OF CONTACT

Mr. John J Wahl, Procuring Contracting Officer
Phone 703-432-3568, Fax 703-432-3526
Email: john.wahl@usmc.mil

Maj Matthew Howes, Contracts Specialist
Phone 703-432-3555, Fax 703-432-3526
Email: matthew.howes@usmc.mil

Kate Winiarz, Administering Contracting Officer
Phone 603 621 2964
Email: kathv.winiarz@DCMA.mil

Gary Foote, Quality Assurance Representative
Phone 603 626 4800 ext 6690
Email: gary.foote@dcma.mil

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Purchase Description	6	3 May 07
Attachment 2	CDRLS	11	7 Sept 07

Distribution List
 Sherilyn Harrell
 Barbara Fielding
 Capt Bryan Leahy
 Andrea Harlow
 Angie Allen
 Pat Hall
 Kate Winiarz
 Gary Foote
 Joe Bernardoni
 James Collins
 Steve Farkus

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE J	PAGE OF PAGES 1 12
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2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 25-Jan-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
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6. ISSUED BY MARCORSYSCOM IWS ATTN: SCOTT R. FIELDS 1.CTR@USMC.MIL 2200 LESTER STREET QUANTICO VA 22134	CODE M67854	7. ADMINISTERED BY (If other than item 6) DCMA MANCHESTER 2 WALL STREET MANCHESTER NH 03101-1518	CODE	S3319A
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INSIGHT TECHNOLOGY INC. JIM COLLINS 9 AKIRA WAY LONDON DERRY NH 03059-3200	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. M67854-07-C-1082
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 05-Jul-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANCES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Pursuant to FAR 43.103(A)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor **Q** is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: **sfields081299**
The purpose of this modification is to procure an additional (31) Mni Thermal Imagers (MTI) and add Spare CLINSLINs 0004AS-0004AX.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN J WAHL / CONTRACTING OFFICER TEL: 703-432-3588 EMAIL: john.wahl@usmc.mil
15B. CONTRACTOR OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>John J Wahl</i> (Signature of Contracting Officer)	16C. DATE SIGNED 25-Jan-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATIONSHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$290,160.50 from \$6,427,433.85 to \$6,717,594.35.

The 'issued by' organization has changed from

MARCORSYSCOM IWS

ATTN: MATTHEW.HOWES@USMC.MIL

2200 LESTER STREET

QUANTICO VA 22134

to

MARCORSYSCOMIWS

ATTN: SCOTT.R.FIELDS1.CTR@USMC.MIL

2200 LESTER STREET

QUANTICO VA 22134

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AA

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0001AB

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0001AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		(b)(4)	Each	(b)(4)	(b)(4)

Mini Thermal Imagers

FFP

MTI Shall be over-packed with soft case, helmet mount, objective lens cover, two (2) sets of batteries, video cable, 128 USB drive with software, eye cup, neck cord, Government approved commercial operator's manual per SOW 3.10.4, Government approved quick reference card SOW 3.10.4, cleaning kit, amber filter and standard commercial warranty.

FOB: Destination

MILSTRIP: M9545007RC74774

MFR PART NR: MTM-000A6

PURCHASE REQUEST NUMBER: M9545007RC747740002

NET AMT

(b)(4)

ACRN AC

CIN: M9545007RC747740001AC

SUBCLIN W A S is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
W A S		(b)(4)	Each	(b)(4)	(b)(4)

Battery Cap plo BCA

FFP

FOB: Destination

MILSTRIP: M9545007RC64B06

MFR PART NR: CID-252

PURCHASE REQUEST NUMBER: M9545007RC64B0-0003

NET AMT

(b)(4)

ACRN AA

CIN: M9545007RC64B060004AS

SUBCLIN W A T is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AT	O-Ring-p/o BCA FFP FOB: Destination MILSTRIP: M9545007RC64B06 MFR PART NR: MHW-200-35 PURCHASE REQUEST NUMBER: M9545007RC64B0-0003	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA
CIN: M9545007RC64B060004AT

SUBCLIN 0004AU is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AU	Battery Cap Retainer p/o BCA FFP FOB: Destination MILSTRIP: M9545007RC64B06 MFR PART NR: MFL-173 PURCHASE REQUEST NUMBER: M9545007RC64B0-0003	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA
CIN: M9545007RC64B060004AU

SUBCLIN 0004AV is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AV	Helmet Mount Screw FFP FOB: Destination MILSTRIP: M9545007RC64B06 MFR PART NR: MHW001-1141AB PURCHASE REQUEST NUMBER: M9545007RC64B0-0003	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA
CIN: M9545007RC64B060004AV

SUBCLIN 0004AW is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AW	Helmet Adapter Mounting Bracket FFP FOB: Destination MILSTRIP: M9545007RC64B06 MFR PART NR: MTM-067 PURCHASE REQUEST NUMBER: M9545007RC64B0-0003	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA
CIN: M9545007RC64B060004AW

SUBCLIN 0004AX is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AX	Plug (Tripod Mount) FFP FOB: Destination MILSTRIP: M9545007RC64B06 MFR PART NR: LIS-196 PURCHASE REQUEST NUMBER: M9545007RC64B0-0003	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA
CIN: M9545007RC64B060004AX

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$290,160.50 from \$6,427,433.85 to \$6,717,594.35.

SUBCLIN 0001AA:

AA: 17611094930310 67854 067443 2D 493019 7RC64B0613L9 (CIN M9545007RC64B060001AA) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0001AB:

AB: 17711094930310 67854 067443 2D 493033 7RC7462613IZ (CIN M9545007RC746260001AB) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0001AC:

Funding on SUBCLIN 0001AC is initiated as follows:

ACRN: AC

CIN: M9545007RC747740001AC

Acctng Data: 17711094930 310 67854 067443 2D 4930BC

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC7477413YF

SUBCLIN 0004AS:

Funding on SUBCLIN 0004AS is initiated as follows:

ACRN: AA

CIN: M9545007RC64B060004AS

Acctng Data: 17611094930 310 67854 067443 2D 493019

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC64B0613L9

SUBCLIN 0004AT:

Funding on SUBCLIN 0004AT is initiated as follows:

ACRN: AA

CIN: M9545007RC64B060004AT

Acctng Data: 17611094930 310 67854 067443 2D 493019

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC64B0613L9

SUBCLIN 0004AU:

Funding on SUBCLIN 0004AU is initiated as follows:

ACRN: AA

CIN: M9545007RC64B060004AU

Acctng Data: 17611094930 310 67854 067443 2D 493019

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC64B0613L9

SUBCLIN 0004AV:

Funding on SUBCLIN 0004AV is initiated as follows:

ACRN: AA

CIN: M9545007RC64B060004AV

Acctng Data: 17611094930 310 67854 067443 2D 493019

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC64B0613L9

SUBCLIN 0004AW:

Funding on SUBCLIN 0004AW is initiated as follows:

ACRN: AA

CIN: M9545007RC64B060004AW

Acctng Data: 17611094930 310 67854 067443 2D 493019

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC64B0613L9

SUBCLIN 0004AX:

Funding on SUBCLIN W A X is initiated as follows:

ACRN: AA

CIN: M9545007RC64B060004AX

Acctng Data: 17611094930 310 67854 067443 2D 493019

Increase: (b)(4)

Total: (b)(4)

Cost Code: 7RC64B0613L9

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0001AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-APR-2008		MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

The following Delivery Schedule item has been added to SUBCLIN 0001AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

25-APR-2008

MCLB ALBANY
 GENE PENDER
 MCLB ALBANY
 BLDG 1340 DR 9
 ALBANY GA 31704-5000
 229-639-5534
 FOB: Destination

M98875

The following Delivery Schedule item has been added to SUBCLIN 0001AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-APR-2008	23	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

The following Delivery Schedule item has been added to SUBCLW 0004AS:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-APR-2008	25	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

The following Delivery Schedule item has been added to SUBCLIN 0004AT:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-APR-2008	25	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

The following Delivery Schedule item has been added to SUBCLIN 0004AU:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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25-APR-2008	25	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875
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The following Delivery Schedule item has been added to SUBCLIN 0004AV:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-APR-2008	50	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

The following Delivery Schedule item has been added to SUBCLIN 0004AW:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-APR-2008	50	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

The following Delivery Schedule item has been added to SUBCLIN 0004AX:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-APR-2008	50	MCLB ALBANY GENE PENDER MCLB ALBANY BLDG 1340 DR 9 ALBANY GA 31704-5000 229-639-5534 FOB: Destination	M98875

INSPECTION AND ACCEPTANCE

The following **Acceptance/Inspection** Schedule was added for SUBCLIN 0001AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0004AS:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0004AT:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0004AU:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0004AV:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0004AW:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0004AX:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following have been added by full text:

DISTRIBUTION

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(End of Summary of Changes)