

2. CONTRACT NO. **M67854-08-C-1040** 3. AWARD/EFFECTIVE DATE **26-Jun-2008** 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 CODE **M67854**
 MARCORSSYSCOM
 ATTN: LAWRENCE.HUBBARD.CTR@USMC.MIL
 2200 LESTER STREET
 QUANTICO VA 22134
 TEL: 703-432-3577
 FAX: 703-432-3526

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
 SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 16. ADMINISTERED BY CODE

SEE SCHEDULE **SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE **3W1H3**
 METAL STORM INC
 STEVE ROLANDER
 4350 NORTH FAIRFAX DRIVE SUITE 810
 ARLINGTON VA 22203
 TEL. 703-248-8218

18a. PAYMENT WILL BE MADE BY CODE **M67443**
 DFAS-COLUMBUS CENTER
 P.O. BOX 369022
 ATTN: KANSAS - M67443
 COLUMBUS OH 43236-9022

FACILITY CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO A ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED 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 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

See Schedule **\$103,751.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31c. DATE SIGNED

David R. Marr 27-Jun-2008

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

(TYPE OR PRINT) DAVID R. MARR / CONTRACTING OFFICER
 TEL: 703-432-3724 EMAIL: david.r.marr@usmc.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	36. 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
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MPM-NLWS FFP Mission Payload Module / Non-Lethal Weapons System MARKET RESEARCH DEMONSTRATION SEE SECTION C - STATEMENT OF WORK Subsections C.5, C.7 & C.8. FOB: Destination MILSTRIP: M9545008RCR8CP7 PURCHASE REQUEST NUMBER: M9545008RCR8CP7 MFR PART NR: MPM-DEMONSTRATION	1	Each	\$76,416.00	\$76,416.00
				NET AMT	\$76,416.00
	ACRN AA CIN: M9545008RCR8CP70001				\$76,416.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CONTRACT DATA REQUIREMENTS LIST CDRLs FFP NSP - DATA TO SUPPORT CLIN 0001 SEE CDRL's A001, B001, C001, D001, E001 & F001 In Accordance With C.7, C.9, C.9.1, C.9.3, C.10, & C.12. Respectively FOB: Destination				NSP
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	AMMUNITION for DEMONSTRATION FFP AMMUNITION See Subsection C.5..2.1 & C.9.3 FOB: Destination MILSTRIP: M9545008RCR8CP7 PURCHASE REQUEST NUMBER: M9545008RCR8CP7 MFR PART NR: DEMO AMMUNITION	1	Lot	\$17,848.00	\$17,848.00
					<hr/>
					NET AMT
					\$17,848.00
					<hr/>
					ACRN AB
					CIN: M9545008RCR8CP70003
					\$17,848.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TRAVEL FFP Technical Representative to travel to Dahlgren for Oral Presentation and Training session in support of Market Research Demonstration. In accordance with Joint Travel Regulation JTR. See SOW Subsection C.5, and C.7. FOB: Destination MILSTRIP: M9545008RCR8CP7 PURCHASE REQUEST NUMBER: M9545008RCR8CP7 MFR PART NR: TRAVEL	1	Lot	\$9,487.00	\$9,487.00
					<hr/>
					NET AMT
					\$9,487.00
					<hr/>
					ACRN AB
					CIN: M9545008RCR8CP70004
					\$9,487.00

**STATEMENT OF WORK (SOW)
FOR THE MISSION PAYLOAD MODULE –NON-LETHAL WEAPONS SYSTEM
[SPIRAL 1]**

MARKET RESEARCH DEMONSTRATION

C.1 SCOPE

This Statement of Work (SOW) describes the contractor's tasks required to demonstrate capabilities relevant to Spiral 1 of the Mission Payload Module (MPM)–Non-Lethal Weapons System (NLWS). This effort seeks to demonstrate technologies that are sufficiently mature and which approach Technology Readiness Level (TRL) 6. For this phase, the government desires systems that can demonstrate the attributes listed in paragraph §C.3 of this SOW. This effort includes the preparation and delivery of a demonstration model for a Government-controlled Market Research Demonstration (MRD).

The MRD is intended to aid the Government in identifying current technologies that have been developed by industry. Following the MRD, the Government plans to initiate a new full-and-open contracting effort for a System Development and Demonstration (SDD) Phase contract. Competition for the SDD Phase contract will not be limited to only those who win MRD contracts. The Government will host an Industry Day following the MRD and preceding the solicitation for the SDD Phase contract to discuss the Government's path forward for the SDD Phase, as informed by the MRD. During the Industry Day, no proprietary data obtained through this effort will be disclosed.

C.2 BACKGROUND

Spiral 1 of the MPM-NLWS program will provide counter-personnel non-lethal weapons system. The MPM-NLWS will have application in controlling crowds, denying/defending areas, controlling access, and engaging threats while providing increased standoff for protection of friendly forces. The MPM-NLWS will be mounted onto the High Mobility Multipurpose Wheeled Vehicle (HMMWV) or its replacement, and provide a non-lethal weapon's effect. The weapons platform will be capable of providing greater range, area coverage, duration of effects, selectability, and scalability than current NLW systems. Future spirals of the MPM may include mounting to additional vehicles and naval vessels. Also, the inclusion of additional effects (e.g., obscuration, illumination, lethal) in future spirals will provide an even more flexible response capability and enable the system to address future and emerging capability gaps. Compared to current non-lethal weapon systems, MPM-NLWS will provide improvements primarily in range, area coverage, and volume of fire. The Market Research Demonstrations will aid the Government in leveraging existing capabilities that have been developed by industry.

C.3 REQUIREMENTS

The contractor shall deliver one demonstration model for Government evaluation. The contractor's product shall be fully functional so that the Government may evaluate a system that satisfies the requirements stated in the following sections.

For the purposes of safe operation of the system during the live-fire events, the demonstration model shall possess the mechanisms to be firmly mounted and secured. The mechanism can utilize contractor's provided mount or possess the capability of interfacing with mounting assets available at the Naval Surface Warfare Center Dahlgren Division (NSWCDD). Details of the mounting assets available at NSWCDD will be provided as needed.

C.3.1 SCOPE.

The following is a list of only those MPM-NLWS capabilities and requirements that will be demonstrated or assessed in the MRD. As such, it is only a partial list of the operational requirements that will be included in the formal Performance Specification that will be developed for the System Development and Demonstration (SDD) Phase.

C.3.2 MPM-NLWS REQUIREMENTS (TO BE DEMONSTRATED AND ASSESSED)

C.3.2.1 Definitions

- a) **Engagement** is described as the event in which the MPM-NLWS is operationally employed to dispense the determined non-lethal payload to achieve the desired non-lethal "Effect on Targeted Personnel" within the "Area Target Size".
- b) **Effectively** is described as the MPM-NLWS ability to achieve, at minimum, the threshold value of "Effect on Targeted Personnel", "Area Target Size" and "Accuracy".
- c) The **Risk of Permanent Injury** is defined as the probability of an incurred injury requiring Level II Health Service Support (JP-4-08 pg. II-26) as a percentage of total MPM-NLWS engagements. Risk of permanent injury does not imply a zero probability of a lethal outcome rather it is intended to indicate the acceptable level of risk associated with the MPM-NLWS employment. Permanent injury is defined as physical damage which permanently impairs physiological function that restricts normal functionality and/or other activities of a person for the rest of his/her life. A *Permanent Injury* is considered an injury that requires Level II health service and support as identified in the Joint Publication 4-08 pg II-26 Levels of Health Service Support.
- d) The mechanism or condition of **incapacitation** is defined specifically as disabled, inhibited, degraded of one or more functions or capabilities of a target so as to render it ineffective.

C.3.2.2 Effect on Targeted Personnel. The MPM-NLWS, in a single engagement of targets congregated or positioned in a defined area target size, shall incapacitate 75% (Threshold), 90% (Objective) of targeted personnel.

C.3.2.3 Minimum Safe Range. The MPM-NLWS shall effectively operate to successfully engage targets at the minimum safe range of 30 meters (Threshold), 10 meters (Objective).

C.3.2.4 Effective Engagement Range. The MPM-NLWS shall operate to engage the target area effectively from the minimum safe range to 150 meters (Threshold), 500 meters (Objective).

C.3.2.5 Risk of Permanent Injury. The risk of permanent injury to targeted personnel as a consequence of an engagement in the range between the minimum safe and effective engagement range of the MPM-NLWS shall not exceed an acceptable risk probability of 15% (Threshold), 0.1% (Objective) occurrence to an individual as part of a heterogeneous population across all employment scenarios.

C.3.2.6 Area Target Size. The MPM-NLWS's projected volume of fire during a single engagement shall deliver the specified non-lethal effect of incapacitation to the targeted personnel congregated or positioned in a 5 meter by 5 meter (Threshold), 7 meter by 7 meter (Objective) area with the percentage of personnel rendered incapacitated within the area target size.

C.3.2.7 Effect Duration. The time interval that the engaged target remains incapacitated from an MPM-NLWS delivered payload shall be greater than or equal to 30 seconds (Threshold), 5 minutes (Objective).

C.3.2.8 Effect Onset Time. The effect onset time shall not exceed 1.0 seconds (Threshold), 0.3 seconds (Objective).

C.3.2.9 Accuracy. The MPM-NLWS shall deliver the payload as part of an effective engagement, translating the full field of fire to a designated area between the minimum safe range and the effective engagement range in unique operating environments as measured by a Circular Error Probable (CEP) of 10 meters (Threshold), 5 meters (Objective).

C.3.2.10 Number of Engagements without Reload. The MPM-NLWS shall be able to conduct 10 (Threshold), 20 (Objective) engagements without reloading.

C.3.2.11 Target Engagement Time. The target engagement time shall not exceed 8 seconds (Threshold), 4 seconds (Objective) to acquire and accurately engage the first target area within the field of fire and range; then transition to, acquire and begin an engagement of the second target area.

C.3.2.12 System Reload Time. The system reload time shall not exceed 60 seconds (Threshold), 30 seconds (Objective).

C.3.2.13 Field of Fire. The field of fire in the azimuthal arc through which the MPM-NLWS shall be aimed to engage targets without repositioning the host platform (e.g., HMMWV) shall be 180 degrees (Threshold), 360 degrees (Objective).

C.3.2.14 Scalable Effect Selection. The MPM-NLWS shall possess a scalable effects capability to vary the non-lethal effects within the designated target area without significantly increasing the

time required to transition between effects. The time allowed for switching between effects is 3 seconds (Threshold), 1 second (Objective).

C.3.2.15 Platform Compatibility. The MPM-NLWS shall function effectively as designed and shall maintain all system performance characteristics while mounted to the HMMWV (or its replacement). Reciprocally the MPM-NLWD shall not degrade the function, operation, and stability of the HMMWV and the HMMWV replacement. (Threshold = Objective).

C.3.2.16 Interoperability. The MPM-NLWS shall be able to function without introducing physical, electrical, electromagnetic interference with existing systems on the HMMWV (or its replacement) and with designated systems from other U.S. or foreign services or agencies. (Threshold = Objective).

C.3.2.17 Preparation Time to Employment. The ability of an operator to employ the MPM-NLWS and engage targets upon arrival at a firing position shall not exceed 5 seconds (Threshold), 2 seconds (Objective) which is measured as the transition from travel mode to engagement mode in unique operating environments.

C.3.2.18 Installation and Removal. The operator must have the ability to install and uninstall the MPM-NLWS system to and from a prepared platform within an elapsed time interval of 4 minutes (Threshold), 2 minutes (Objective).

C.3.2.19 Ease of Operation. The MPM-NLWS shall be uncomplicated, easy to learn, and shall require no more than 8 hours (Threshold), 4 hours (Objective) training time per year to maintain effectiveness and proficiency. Training time includes all training aspects such as initial, operator, refresher, field maintenance, and install/uninstall.

C.3.2.20 Safety. The MPM-NLWS must be capable of being manufactured, transported, employed, tested, maintained, and eventually disposed of in compliance with all applicable laws and regulations regarding the environment, safety, and health.

C.3.2.21 Legal and Treaty Compliance The MPM-NLWS shall comply with applicable federal, state, and international treaties, laws, and regulations.

C.3.3 TEST AND EVALUATION METHODS

The MRD events in Section C.5 “Demonstration Program” describe how each of these requirements will be demonstrated or assessed during the MRD.

C.4 INSPECTION, ACCEPTANCE, AND APPROVAL FOR DEMONSTRATION

The Government, upon delivery of the contractor's systems at the designated demonstration site, will inspect the system. Primary emphasis of the inspection is to ensure compliance with applicable test facility safety regulations and practices that must be followed to allow live-fire demonstrations on Government ranges. The weapon systems and ammunition will remain the property of the contractor and thus will not be accepted by the Government.

C.5 DEMONSTRATION PROGRAM

The contractor shall demonstrate its candidate system to the Government in the scenarios prescribed in the MRD Events listed below. The purpose of the MRD is to assess the contractor's ability to meet all of the requirements listed above in Section C.3. The demonstrations shall follow the prescribed format (scenario) that will allow Government witnesses to understand the technology, and the maturity of the technology demonstrated by the vendor. The Government will take limited measurements and collect data during these demonstrations. The Government will record the results of the demonstrations to inform its decisions regarding tradeoffs as the acquisition program progresses to a Request for Proposal (RFP) for the SDD Phase of the program. Contractors will not be allowed to observe the demonstration of other competitors' systems. The system shall be delivered to the test site 2 weeks prior to the scheduled demonstration date in order to provide a Training Session (Section-C (§C.7)), support the validation of the operating procedures and allow test personnel to familiarize themselves with the hardware in regards to the safe operation of the system. The format of the MRD program is as follows:

C.5.1. Event 1: Contractor's Briefing to the Government

As part of the MRD, the contractor shall provide a brief general description only of the system being demonstrated. If applicable, the brief may contain additional documents, multimedia and illustrations such as the following: conceptual drawings, diagrams, figures, calculations, past designs and any other materials the contractor believes is relevant to provide an informative discussion. The briefing shall include the following topics:

C.5.1.1 Platform Compatibility

How the system can be mounted onto the HMMWV (or its replacement vehicle).

C.5.1.2 Interoperability

How the system will function without introducing physical, electrical, electromagnetic interference with existing systems on the HMMWV (or its replacement vehicle).

C.5.1.3 Preparation Time To Employment

How the operator will be able to employ the system (engage targets) upon arrival at a firing position in less than 5 seconds.

C.5.1.4 Install/Uninstall

How the system can be installed and removed from the HMMWV (or its replacement vehicle) in less than 4 minutes.

C.5.1.5 Deployable/Transportability

How the system can be lifted and loaded onto tactical, operational and strategic lift assets by the maximum number of 2 personnel.

C.5.1.6 Ease of Operation

How the operators can be trained in no more than 8 hours training time per year. Training time includes all training aspects such as initial, operator, refresher, field maintenance, and install/uninstall.

C.5.1.7 Number of Engagements Without Reload

How the operator will be able to conduct 10 engagements without reloading the system. Engagement is described as the event in which the MPM-NLWS is operationally employed to dispense the determined non-lethal payload to achieve the desired non-lethal “Effect on Targeted Personnel” within the “Area Target Size.”

C.5.1.8 Target Engagement Time

How the operator will be able to engage a target within the system’s field of fire and range and then transition to, acquire, and begin an engagement of a second target area within 8 seconds.

C.5.1.9 System Reload Time

How the operator will be able to reload the system within 60 seconds. System reload time is defined as the time interval required to unload the MPM-NLWS’s spent magazine and reload the next magazine by a single individual.

C.5.1.10 Field of Fire

How the system will be able to be employed against separate targets (180 degrees apart) without repositioning the system.

C.5.1.11 Scalable Effect Selection

How the system will provide a scalable effects capability to vary the non-lethal effects (within 3 seconds) within the designated target area without significantly increasing the time required to transition between effects.

C.5.2 Event 2: Test and Demonstration

Test, demonstration and inspections of the vendor’s actual demonstration model of the MPM-NLWS will be performed at NSWCDD located in Dahlgren, Virginia. These events will provide the Government with an actual physical inspection, demonstration and measured test data for the performance parameters listed below.

C.5.2.1 Target Engagement Ranges

1. Minimum Safe Range: The system will fire 6 engagements at targets at a range of 30 meters - the minimum safe engagement at which the system is able to engage targets effectively while still remaining constrained to the “risk of permanent injury” parameter.
2. Effective Engagement Range: The system will fire 6 engagements at targets at a range of 150 meters – the range specified in the operational requirement where the user

desired the system to deliver the non-lethal payload to the designated target area with the defined accuracy.

C.5.2.2 Area Target Size

The impact area (target size) covered by the munitions shall be measured to determine how the system will cover an area of 5 meters by 5 meters – the area specified in the operational requirement for a single engagement against targeted personnel.

C.5.2.3 Accuracy

The impact locations (accuracy) of the munitions shall be measured relative to the center point of a designated target area to determine the accuracy of the system.

C.5.3 Event 3: Technical Data to Support the Assessment if incapacitation

No target effects data will be collected during the firing/range events at the MRD. As part of the proposal submission, the vendors will supply relevant data that they feel best proves their claims of meeting the specified incapacitation and human effects requirements. During the period leading up to the actual demonstration, the awarded contractors shall work with personnel from the Human Effects Center of Excellence (HECOE) to develop a performance characterization of the proposed payload. That characterization will include the following:

C.5.3.1 Effect on Targeted Personnel

How the payload will incapacitate 75% of the personnel within the target area (five meters by five meters). The mechanism or condition of incapacitation is defined specifically as disabled, inhibited, degraded of one or more functions or capabilities of a target so as to render it ineffective.

C.5.3.2 Risk of Permanent Injury

How the payload will affect personnel while not exceeding the acceptable risk probability of 15%.

C.5.3.3 Effect Duration

How the engaged target will remain incapacitated from a MPM-NLWS delivered payload shall be greater than or equal to 30 seconds.

C.5.3.4 Effect Onset Time

How the payload will provide the effect within 1 second. The effect onset time is defined as the interval of time between the MPM-NLWS weapon delivery on targeted personnel to the moment when the targeted personnel are rendered incapacitated by the MPM-NLWS dose.

C.6 CONFIGURATION MANAGEMENT

Any changes to the system that affect the safety information that was previously provided in the proposal must be reported to the contracting officer 30 days prior to commencement of the

demonstration. Once the demonstration begins, any changes to the system will have to be authorized by the test director.

C.7 TRAINING SESSION

Government test personnel will operate the systems on the Government's ranges. The contractor shall provide a system briefing and training session to Government personnel to acquaint them with the operation and routine maintenance of the system. The training session shall be sufficient to allow test personnel to safely conduct live-fire testing. The training session shall be provided when the demonstration model is delivered to the test site in advance (Section-C (§C.5)) of the live fire demonstration to enable Government test personnel to finalize and validate operational and safety procedures. Training documentation such as presentation slides, user manuals, handouts, or any other materials used for these sessions shall be provided to the Government during the training session. Contractor's format is acceptable. (CDRL A001)

C.8 ENGINEERING, MAINTENANCE AND LOGISTICS SUPPORT

The contractor shall provide technical and engineering support services during the demonstration to minimize technical delays and to ensure effective use of range time while on site. The contractor shall provide personnel resources, equipment, replacement parts, and all consumables during the demonstration and training. The contractor shall provide all spare parts required to support and preclude delays to the demonstration.

C.9 TECHNICAL DOCUMENTATION

The contractor shall provide the Government with a hard copy and an electronic copy of any technical manual or other documentation required for the operation and maintenance of the system. (CDRL B001)

C.9.1 Safety Information

In order to conduct live fire demonstrations at NSWCDD, test personnel must prepare specific Test Range Safety Procedures for each system. The contractor shall provide appropriate Material Safety Data Sheets (MSDS) and any other pertinent safety information that identifies related hazards and risks associated with the employment, operation, or use of the system to be demonstrated. The contractor shall also provide recommended Misfire Procedures for their weapon system. To expedite the process for preparing these Test Range Safety Procedures, the contractor should provide as much of this information in the initial proposal as possible. The Contractor shall provide safety information not included in the proposal to the Government no later than the post-contract award conference. (CDRL C001)

C.9.2 Ordnance and Energetic Materials Markings

NSWCDD Facility regulations require that the payloads to be used including propellants and submunitions be clearly identified. This identification includes the type of energetic materials, hazard classification and the risks associated with handling and movement. As an additional note,

previously approved munitions and ordnance for use on Government ranges will greatly reduce preparation time.

C.9.3 Hazard Classifications

The contractor shall be responsible for obtaining appropriate Department of Defense (DOD) Hazard Classifications needed to transport any munitions to the NSWCCD test site. The Contractor shall submit either his current DOD Hazard Classification or his plan to obtain an appropriate DOD Interim Hazard Classification (IHC) by 8 August 2008 with his initial proposal (**CDRL D001**). For those vendors without a current DOD IHC, ammunition and explosives (AE) hazard classification procedures for transportation and storage by/to the DOD components can be reviewed in **NAVSEAINST 8020.8B**, dated 5 January 1998. For further information on interim classification procedures, contact: (**CDRL D001**)

Katherine A. Heslop
Safety and Occupational Health Manager
Naval Ordnance Safety and Security Activity (N823)
3817 Strauss Avenue, Ste 108
Indian Head, MD 20640-5151

Phone: (301)744-6068
FAX 301-744-6005
Email: kathy.heslop@navy.mil

C.9.4 Training, Maintenance and Operation Materials

The contractor shall provide the Government with any written documentation that addresses the operation and maintenance of the system. If available, this documentation shall be provided within 2 weeks after the award date of the contract. The documents can be in the contractor's own format.

C.10 MANAGEMENT

The contractor shall apply a systematic approach to the development of the products and associated processes applicable to effectively execute the demonstration. The contractor shall provide a schedule and spend plan at the post award conference. The contractor shall hold bi-weekly meetings with government representatives, either via teleconference or at the contractor's facility. The meetings may include but are not limited to business, technical and logistics discussions about the system and the demonstration event. The bi-weekly meetings will also measure actual demonstration readiness against the baseline schedule and cost plan. The contractor shall prepare agendas and conference presentation materials, and provide minutes and reports following each bi-weekly meeting. The Government reserves the right to cancel any bi-weekly meeting or to require a meeting to be scheduled at critical points of the contract either prior to demonstration or after demonstration if necessary. (**CDRL E001**)

C.11 SCHEDULE MANAGEMENT

The price to be paid by the Government is only for the demonstration requested in Section C, Description of Supplies and Services. The Government will not fund any system or payload development. Schedule performance shall be included in the contractor's monthly report (paragraph C.12) and be at a level to allow insight and understanding of the contractor's program performance.

C.12 MONTHLY STATUS REPORT

The contractor shall prepare and deliver monthly status reports. The reports shall contain the following main sections: Summary, Accomplishments, Current Status; Problem Areas and Resolutions, Future Plans; and Financial Status. The first status report will be due the 10th of the month after the first full month after contract award. Follow-on status reports will be due by the 10th of each month for the previous month reporting period. **(CDRL F001)**

SECTION D PACKAGING & MARKING**1. PREPARATION FOR DELIVERY**

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage".

2. PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

3. MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

Contract Line Item Number:
0001, 0002,0003 & 0004

The receiving office is located at: NAVAL SURFACE WARFARE CENTER
DAHLGREN DIV
MARK FOR: DONNA R. REEDAL
SHELLHOUSE (BLDG 455)
17349 FOSTER RD
DAHLGREN VA 22448-5158
540-653-8121

The receiving office is open for deliveries Monday through Friday from 0800-1500.

SECTION E INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

SECTION F DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	23-AUG-2008	1	NAVAL SURFACE WARFARE CNTR DAHLGREN DIV MARK FOR: DONNA R. REEDAL SHELLHOUSE (BLDG 455) 17349 FOSTER RD DAHLGREN VA 22448-5158 540-653-8121 FOB: Destination	N00178
0002	14-JUL-2008		N/A FOB: Destination	
0003	24-AUG-2008	1	NAVAL SURFACE WARFARE CNTR DAHLGREN DIV MARK FOR: DONNA R. REEDAL SHELLHOUSE (BLDG 455) 17349 FOSTER RD DAHLGREN VA 22448-5158 540-653-8121 FOB: Destination	N00178
0004	24-AUG-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00178

SECTION G - ADMINISTRATION

ACCOUNTING AND APPROPRIATION DATA

AA: 1781319M4MX 250 67854 067443 2D C2319B
 COST CODE: 8RCR8CP7132L
 AMOUNT: \$76,416.00
 CIN M9545008RCR8CP70001: \$76,416.00

AB: 1781319M4MX 250 67854 067443 2D C2319B
 COST CODE: 8RCR8CP713
 AMOUNT: \$27,335.00
 CIN M9545008RCR8CP70003: \$17,848.00
 CIN M9545008RCR8CP70004: \$9,487.00

G.1**WAWF REQUESTS FOR PAYMENT**

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@usmc.mil

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

Data entry information for WAWF:

Payment Office DoDAAC: M67443
 Issue By DoDAAC: M67854
 Admin Office DoDAAC: M67854
 Inspect by DoDAAC: M67854
 Ship to DoDAAC: M67854 Extension PG13
 Contract Number: M6785408C1040

Direct an additional email notification of invoices to:
 Contract Specialist: lawrence.hubbard.ctr@usmc.mil
 Project Officer: edward.larach@usmc.mil

GOVERNMENT CONTRACT ADMINISTRATION POINT-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer

Name: John J. Wahl
Address: Commanding General
Attn: PG-13, Infantry Weapons Systems
Marine Corps Systems Command
2200 Lester Street
Quantico, Virginia 22134
Phone: (703) 432-3568, FAX: (703) 432-3526

Email: john.wahl@usmc.mil

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. Procurement Contracting Officer's responsibilities are outlined in FAR 1.602-2.

Project Officer

(a) Name: Edward Larach
Address: Commanding General
Attn: PG-13, Infantry Weapons Systems
Marine Corps Systems Command
2200 Lester Street
Quantico, Virginia 22134
Phone: (703) 432-3618, FAX: (703) 432-3526

Email: edward.larach@usmc.mil

(b) The Project Officer (P.O.) is the appointed representative for technical matters. The P.O. is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements.

Paying Office

(a) Name: DFAS / COLUMBUS, OHIO
Address: M67443

(b) The Paying Office makes all payments under the contract.

5. CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective MARCORSYSCOM Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

SECT H - SPECIAL REQUIREMENTS**Section H - Special Contract Requirements**

1. APPLICABLE DOCUMENTS.

The following documents of the exact date and issue specified form a part of this Statement of Work (SOW) to the extent specified herein. 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.

Military Standards and Specifications - Mandatory Compliance. The listed standards are invoked in this SOW, or have been identified as a standard practice/interface standard/performance specification.

MIL-STD-129P (3)	29 Oct 04	Military Marking for Shipment and Storage
MIL-STD-882D	10 Feb 00	Standard Practice for System Safety

Military Standards and Specifications - Guidance Only.

MIL-PRF-29612B NOT1	05 Apr 01	Training Data Products
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Federal Standard - Mandatory.
Not Applicable

Drawings.
Not Applicable.

Handbooks - Guidance Only.

MIL-HDBK-61A	07 Feb 01	Configuration Management Guidance
MIL-HDBK-29612-2A	31 Aug 01	Guidance for Acquisition of Training Data Products and Services (Parts 1- 5)
MIL-HDBK-502 NOT1	30 May 97	Acquisition Logistics

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>.

NAVSEAINST 9310.1B	13 Jun 91	Naval Lithium Battery Safety Program
NAVSEATM S9310-AQ-SAF-010	19 Aug 04	Technical Manual for Batteries, Navy Lithium Safety Program Responsibilities and Procedures

(Application for copies of TM S9310-AQ-SAF-010 should be addressed to the Naval Weapons Support Center, Code 3057, Building 36, Crane, IN 47522-5060)

Non-Government Documents.

EIA-649	Aug 98	National Consensus Standard for Configuration Management
ASTM D4169-05	01 October 05	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.)

(Application for copies of EIA documents should be addressed to Electronic Industries Alliance Corporate Engineering Department, 2500 Wilson Boulevard, Arlington, VA, 22201 or visit www.eia.org.)

Forms.

RESERVED

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.

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. This

individual shall coordinate with the USMC Infantry Weapon Systems/PM Optics Non- Lethal all activities related to successful performance of the contract, including coordination of training schedules, interface with Marine Corps logistics activities, and conduct of appropriate meetings and reviews with Government personnel. At all times, the Program Manager shall have the responsibility for ensuring program integrity and overall contract performance. As appropriate, the Contractor shall ensure that administration, logistics, financial, engineering and other task requirements pertinent to contract performance are adequately addressed (e.g. providing a dedicated Service Manager)

Configuration Management (CM) Manager. The contractor shall designate a CM Manager who shall possess sufficient authority to manage, direct, execute and control all CM elements of the contract. If deemed appropriate and absolutely required, minimum qualifications for the billet may be established and stated in this paragraph.

2. RESERVED

3. AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) 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 this contract, the said authority remains solely the Contracting Officer's. In the event 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 and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: John J. Wahl, Contracting Officer
ADDRESS: MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO VA, 221346050
TELEPHONE: (703) 432-3568

4. GOVERNMENT FURNISHED PROPERTY

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
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None

5. ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards; and

(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;

(2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and

(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

SECT I - CLAUSES

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-2	Security Requirements	AUG 1996
52.204-7	Central Contractor Registration	JUL 2006
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.212-4	Contract Terms and Conditions – Commercial Items	FEB 2007
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive orders – Commercial Items.	JUN 2007
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-26	Equal Opportunity	MAR 2007
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
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
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
252.204-7000	Disclosure Of Information	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006

252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Alt III Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

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>

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

(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 [Defense Federal Acquisition Regulation](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2007

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

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

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

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

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

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

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

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).

- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- ___ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ___ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (20) 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).
- ___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

- ___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (31) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (40)(i) 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).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$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 (MAR 2007) (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 (June 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 (Nov 2007) (41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (x) 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.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

SECT J - LIST OF ATTACHMENTS

Attachment No.	Title	No. of Pages
Attachment 1	Contract Data Requirements List (CDRLs)	6