

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA5	PAGE OF PAGES 1 47				
2. CONTRACT NO. M67854-06-C-6001		3. SOLICITATION NO. M67854-06-R-6001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06 Mar 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050 CODE M67854 TEL: (703) 432-4081 FAX				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>01:00 PM</u> local time <u>13 Apr 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL: A. NAME SAKEENA SIDDIQI			B. TELEPHONE (Include area code) (NO COLLECT CALLS) (703) 432-4081			C. E-MAIL ADDRESS sakeena.siddiqi@usmc.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				Net 30 Days							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR KOLLSMAN, INC STEWART COHEN 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03064-4483		CODE 89944		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) STEWART COHEN / MANAGER, CONTRACTS					
15B. TELEPHONE NO (include area code) 603-886-2332			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$4,029,397.00			21. ACCOUNTING AND APPROPRIATION See Schedule					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than Item 7) See Item 7 CODE					25. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266 CODE HQ0337						
26. NAME OF CONTRACTING OFFICER (Type or print) MARY L. SCHUCK TEL: 703-432-4072 EMAIL: schuckml@mcsc.usmc.mil					27. UNITED STATES OF AMERICA <i>Mary L. Schuck</i> (Signature of Contracting Officer)			28. AWARD DATE 26-May-2006			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

CONTRACT SCHEDULE INFORMATION

B.1 CONTRACT TYPE – This contract utilizes a Firm-Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) effort.

B.2 MINIMUM CONTRACT ORDER – The Government is obligated to purchase, and the Contractor is obligated to provide services for the sustaining work as the minimum amount covered by this contract. The sustaining work is reflected under CLIN 0001. An “option” is the Government’s unilateral right to purchase additional supplies or services called for by the contract or extend the term of the contract. Should the Government determine to exercise an Option Year, it shall be obligated to purchase, and the Contractor obligated to provide, services for the sustaining work as the minimum for each Option Year. Sustaining work is reflected under CLIN 0002 for Option Year 1, CLIN 0003 for Option Year 2, CLIN 0004 for Option Year 3, CLIN 0005 for Option Year 4, and CLIN 0006 for Option Year 5.

Maximum Contract Value – The total dollar value of this contract (for all years) shall not exceed \$xx, xxx, xxx.

B.3 OPTION YEAR CLINS. If the Government chooses to exercise an option, the Contract Line Item Numbers (CLINs) shall be exercised in accordance with the schedule in Section H.4, *Exercise of Options*. CLINs 0013 – 0015 are considered Option Year 1 CLINs and may be exercised on an ID/IQ basis within 12 months of contract award. CLINs 0016 – 0018 are considered Option Year 2 CLINs and may be exercised on an ID/IQ basis within 24 months of contract award. CLINs 0019 – 0021 are considered Option Year 3 CLINs and may be exercised on an ID/IQ basis within 36 months of contract award. CLINs 0022 – 0024 are considered Option Year 4 CLINs and may be exercised on an ID/IQ basis within 48 months of contract award. CLINs 0025 – 0027 are considered Option Year 5 CLINs and may be exercised on an ID/IQ basis within 60 months of contract award.

B.4 Contract Type. A firm fixed price (FFP), Indefinite Delivery / Indefinite Quantity (ID/IQ) is the contract type to be utilized throughout this effort and award will be based upon the procedures at FAR 12 and 15. Performance shall be made only as authorized by delivery orders issued in accordance with the ordering clause of this contract.

Each delivery order will contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance instructions (place of delivery, any special shipping instructions), pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the ordering period and the number of units ordered in accordance with the step-ladder pricing tables contained in the Schedule of Supplies and/or Services of this contract. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order for the year in which the order is placed. Quantities are not cumulative from order to order. The unit price of each order is determined by the total quantity for that order only, regardless of the previous number of orders issued or the total of previous quantities ordered. Delivery of units under a specific delivery order shall not be combined with delivery of units under another delivery order for the purpose of determining a quantity discount. Delivery orders will incorporate all clauses of the contract.

B.5 PERIOD OF PERFORMANCE – The period of performance shall be for sixty (60) days after contract award date plus one-year option periods in FY06, FY07, FY08, FY09 and FY10. The period of performance shall not exceed sixty (60) months from the date of contract award.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Laser Target Designator FFP Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. FOB: Destination MILSTRIP: M9545006RC64299	3	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: 00000000000000000006RC642990001

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	Laser Target Designator FFP Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - OPTION YEAR 1	0002	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Laser Target Designator FFP Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - OPTION YEAR 2	0003	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Laser Target Designator FFP Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - OPTION YEAR 3	0004	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Laser Target Designator FFP Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

STEPLADDER PRICING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CDRLs FFP FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	FUNDING FOR CDRLS FFP FOB: Destination MILSTRIP: M9545006RC44679	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)
ACRN AA CIN: 0000000000000006RC446790007AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	FUNDING FOR CDRLS FFP FOB: Destination MILSTRIP: M9545006RC64299	1	Lot	(b)(4)	(b)(4)

NET AMT

(b)(4) -

ACRN AB
CIN: 0000000000000006RC642990007AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Warranty FFP FOB: Destination				NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0009	Depot Maintenance FFP Not applicable. Included in CLIN 0011. FOB: Destination MILSTRIP: M9545006RC64299	1			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0010	Non-Warranty Repairs FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0010AA	Diagnosis FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0010AB

Spare Parts/Components
 FFP
 Not applicable. Included in CLIN 0011.
 FOB: Destination

NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0010AC

Repair Technician
 FFP
 Not applicable. Included in CLIN 0011.
 FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Contractor Logistics Support FFP In accordance with SOW para 13, 14, 15, 16, and 17. FOB: Destination MILSTRIP: M9545006RC64299	1	Lot	(b)(4)	(b)(4)

NET AMT

ACRN AB
CIN: 0000000000000000006RC642990011

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Training FFP FOB: Destination MILSTRIP: M9545006RC64299	1	Lot	(b)(4)	(b)(4)

NET AMT

ACRN AB
CIN: 0000000000000000006RC642990012

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0013 OPTION	Warranty FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0014 OPTION	Depot Maintenance FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0015 OPTION	Non-Warranty Repairs FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AC OPTION	Repair Technician FFP Not applicable. Included in CLIN 0011. FOB: Destination	1	Hours	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0016 OPTION	Warranty FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0017 OPTION	Depot Maintenance FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AA OPTION	Diagnosis FFP Not applicable. Included in CLIN 0011. FOB: Destination	1	Each	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015AB OPTION	Spare Parts/Components FFP Not applicable. Included in CLIN 0011. FOB: Destination	1	Lot	(b)(4)	(b)(4)

NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - SPARES OPTION YEAR 1	0015AB	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	Non-Warranty Repairs FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018AA OPTION	Diagnosis FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

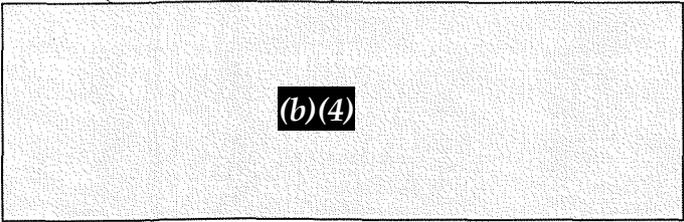
NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018AB OPTION	Spare Parts/Components FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - SPARES OPTION YEAR 2	0018AB			



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018AC OPTION	Repair Technician FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0019 OPTION	Warranty FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0020 OPTION	Depot Maintenance FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0021 OPTION	Non-Warranty Repairs FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0021AA OPTION	Diagnosis FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0021AB OPTION	Spare Parts/Components FFP Not applicable. Included in CLIN 0011. FOB: Destination				

NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - SPARES OPTION YEAR 3	0021AB	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021AC OPTION	Repair Technician FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	Warranty FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023 OPTION	Depot Maintenance FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

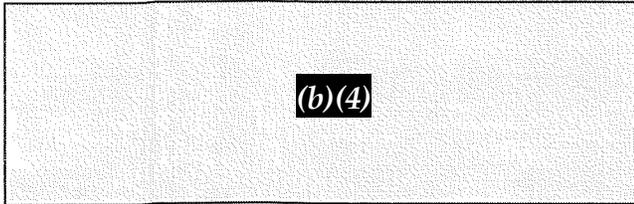
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0024 OPTION	Non-Warranty Repairs FFP Not applicable. Included in CLIN 0011. FOB: Destination				
					<hr/>
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0024AA OPTION	Diagnosis FFP Not applicable. Included in CLIN 0011. FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AB OPTION	Spare Parts/ Components FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - SPARES OPTION YEAR 4	0024AB			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024AC OPTION	Repair Technician FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Warranty				NSP
OPTION	FFP				
	Not applicable. Included in CLIN 0011.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Depot Maintenance				NSP
OPTION	FFP				
	Not applicable. Included in CLIN 0011.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Non-Warranty Repairs				NSP
OPTION	FFP				
	Not applicable. Included in CLIN 0011.				
	FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027AA	Diagnosis				NSP
OPTION	FFP				
	Not applicable. Included in CLIN 0011.				
	FOB: Destination				

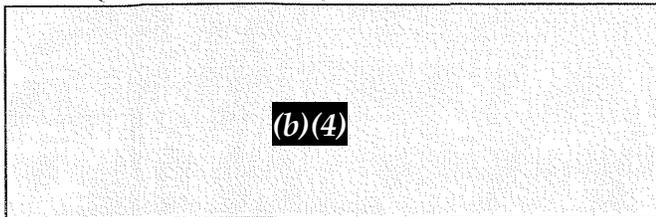
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027AB	Spare Parts/ Components				NSP
OPTION	FFP				
	Not applicable. Included in CLIN 0011.				
	FOB: Destination				

NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - SPARES OPTION	0027AB			
YEAR 5				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027AC OPTION	Repair Technician FFP Not applicable. Included in CLIN 0011. FOB: Destination				NSP

NET AMT

IDC CONSTRAINTS

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	3.00		3.00	(b)(4)
0002	(b)(4)		(b)(4)	
0003				
0004				
0005				
0006				

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

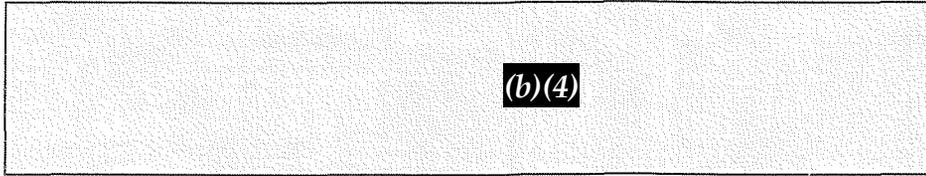
The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	(b)(4)			
0002				
0003				

0004

0005

0006



(b)(4)

Section C - Descriptions and Specifications

STATEMENT OF WORK**STATEMENT OF WORK FOR
USMC LASER TARGET DESIGNATOR (LTD)**

1. SCOPE. This Statement of Work (SOW) specifies the tasks the contractor shall perform under this contract in support of the United States Marine Corps' procurement of USMC Laser Target Designator Systems, which includes defining the LTD system configuration and the LTD system product baseline. This SOW also includes the contract requirements for the configuration management, manufacture, test, documentation, delivery and logistic and technical support of the LTD systems.

2. APPLICABLE DOCUMENTS.

2.1 Government Documents. The following specifications, standards, handbooks, and data item descriptions form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue (effective on date of contract award) of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto.

SPECIFICATIONS

DEPARTMENT OF DEFENSE

MIL-PRF-49506 Performance Specification for Logistics Management Information

STANDARDS

DEPARTMENT OF DEFENSE

MIL-STD-882D System Safety

MIL-STD-38784 Standard Practice for Manuals, Technical: General Style and Format Requirements

HANDBOOKS

DEPARTMENT OF DEFENSE

MIL-HDBK-61A Configuration Management Guidance

2.2 Other Government Documents.

PERFORMANCE SPECIFICATION FOR THE LASER TARGET DESIGNATOR (LTD) (Contract Section J, Attachment 1)

2.3 Non-Government Documents.

Contractor's Product Description/Specification contained in their proposal

ANSI/ISO/ASQC Q9001-2000 Quality Management Systems – Requirements

ANSI/NCSL Z540-1-1994 Calibration Laboratories and Measuring and Test Equipment – General

Requirements

ISO 10012-1:1992(E) Quality Assurance Requirements for Measuring Equipment

ISO/IEC 17025:1999 General Requirements for the Competence of Testing and Calibration

Laboratories

2.4 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document shall take precedence. Nothing in this document shall supersede applicable Federal, State, or Local Laws and regulations unless a specific exemption has been obtained.

2.5 Availability of Government Documents. Unless otherwise stated, Government specifications, standards, handbooks, and data item descriptions listed above are available from the Document Automation and Production Service, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094 or visit <http://dodssp.daps.mil>.

3. GENERAL REQUIREMENTS. The contractor shall manufacture, test and deliver LTD systems and associated ancillary items in accordance with the contract, this SOW and the delivery schedule specified in the contract.

3.1 Performance. The Contractor shall be responsible for overall system performance. The Contractor shall ensure that all LTD systems, components and associated ancillary items delivered under the contract meet or exceed all the requirements specified in the LTD Product Baseline (PBL) (Section 8.). The contractor shall also ensure that all LTD systems, components, and associated items delivered under this contract undergo and successfully pass applicable Production Acceptance Testing (Section 12.2).

3.2 Transportability. The Contractor shall insure that when the LTD systems are shipped in their shipping container, the systems shall withstand, without physical damage or degradation of performance, transportation via commercial air or highway vehicles.

3.3 Delivery Schedule. Deliveries shall be in accordance with Section F of the contract. The contractor shall promptly notify the Government in writing of any anticipated delays that will impact delivery schedule.

3.4 Access to Facilities. The contractor shall provide the Government access to the contractor's facilities, as required, throughout the contract period of performance.

3.5 Post-Award Conference. A post-award conference shall be held within 30 days after contract award. The contractor and the Government shall coordinate the date, location, and administrative arrangements for this meeting jointly. This meeting will be held within the continental United States.

4. PROGRAM MANAGEMENT. The Contractor shall designate a program manager responsible for meeting the performance and schedule requirements set forth by this SOW. The program manager shall serve as the principal point of contact for all programmatic communication with the Government.

5. QUALITY SYSTEM. The Contractor shall establish, document, operate and maintain a quality system acceptable to the Government that ensures conformance to contractual requirements and that meets the requirements of ANSI/ISO/ASQC Q9001-2000 Quality Management Systems – Requirements, or equivalent. The Contractor shall also maintain a calibration system in accordance with ANSI/NCSL Z540-1-1994, ISO 10012-1:1992(E), or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment are properly calibrated and identified by appropriate labeling.

6. CONFIGURATION MANAGEMENT. The Contractor shall have an established, Government verifiable, Configuration Management (CM) Program with control systems in effect throughout the contract period of performance. The Contractor's CM program shall be in accordance with the applicable quality system (Section 5.), the general guidance of MIL HDBK 61A, and shall provide configuration identification, configuration control, and configuration status accounting of all new, repaired, and/or modified hardware, software, firmware, and documentation. The CM Program shall address the Contractor's procedures for CM; configuration reviews; and preparation, review and processing of Requests for Deviation (RFDs), Engineering Change Proposals (ECPs) and Notices of Revision (NORs). All LTD system baselines shall be documented in the Contractor's configuration status accounting database. (Section 11.4).

7. LTD SYSTEM CONFIGURATION. The LTD System Configuration Item (CI) shall consist of the LTD system configuration specified in the contractor's proposal.

8. LTD PRODUCT BASELINE. The contractor shall establish and document the LTD product baseline. The LTD Product Baseline shall include: the LTD CI; all applicable LTD system specifications/product descriptions, all

applicable interface control documentation (Section 10) and related information contained in the contractor's proposal; and LTD production acceptance test procedures approved by the Government (Section 12.2); and any other documentation required to support interchangeability and interoperability to the replaceable part level.

9. DRAWINGS. The Contractor shall provide top-level system drawings for the LTD system. These drawings shall also be submitted, as required, whenever a configuration change causes change or revision to these drawings. The latest revision of drawings shall be delivered to the Government throughout the life of the contract. Should the Contractor produce the same configuration for another US Government Agency and provide it drawings and such, this shall be noted in the proposal and this clause is not applicable. The top-level drawings are used for the purpose of Nomenclature and National Stock Number assignments.

CDRL A001 Commercial Drawings and Associated Lists

10. INTERFACE CONTROL DOCUMENT. The contractor shall provide an Interface Control Document (ICD) if applicable. The ICD shall describe the interface characteristics of the LTD system.

CDRL A002 Interface Control Document (If Applicable)

11. CHANGES.

11.1 Configuration Control. The Contractor shall submit for Government approval, all proposed changes that impact the Form, Fit, Function, Interchangeability or Interoperability of the Product Baseline.

11.2 Engineering Change Proposals. The Contractor shall prepare Engineering Change Proposals (ECP) for Class I changes under the general guidance of MIL-HDBK-61A, for any changes to the Product Baseline. Class I and Class II ECP definitions shall be interpreted as defined in MIL-HDBK-61A. Depending upon their impact to the system's form, fit, function, or cost, Class I ECPs may require a Part Number change to the LTD. The contractor shall submit any Engineering Change Proposals, Requests For Deviations, and Notices of Revision (NOR) through the Contracting Officer for Government review and approval. Drawing updates for Revisions and/or Part Number changes shall be completed at the Contractor's expense to include all technical documentation required by the Government.

CDRL A003 Engineering Change Proposals (ECP)

CDRL A004 Requests for Deviation (RFD)

CDRL A005 Notice of Revision (NOR)

11.3 Non-Class I Changes. For those changes not affecting form, fit, or function (i.e. parts substitution, changes not impacting contract/delivery schedule, or cost, etc.), the Contractor shall document implementation of non-Class I ECPs by a change to the revision letter of the part number in the Configuration Status Accounting database (Section 11.4).

11.4 Configuration Status Accounting. A Configuration Status Accounting (CSA) database shall be developed by the Contractor and approved by the Government. All baselines, ECPs, deviations and waivers shall be documented in the Contractor's CSA database. The Government will utilize the Contractor's CSA database as the single tracking system for each configured hardware and software item for the LTD. The Contractor shall provide the Government the CSA 'as built' report via electronic media upon delivery.

CDRL A006 Configuration Status Accounting (CSA) Information

12. TESTING/VERIFICATION.

12.1 First Article Test. If the contractor has previously successfully passed a First Article Test (FAT) on this configuration of an LTD for a US Government Agency such a completion shall be noted in the Contractor's proposal and this clause does not apply. The contractor shall develop first article test procedures for the LTD FAT specified in the Performance Specification for the Laser Target Designator (LTD). The contractor shall submit the proposed first article test procedures for Government review and approval. Following Government approval, the contractor shall conduct first article testing in accordance with the approved test procedures and then provide a First Article Test Report documenting the results of these tests. Provided the FAT test units are not destroyed during testing, the

contractor may refurbish and deliver the test articles under the contract provided they meet production acceptance test requirements (Section 12.2) and they meet all requirements for items repaired under warranty (Sections 14.3 and 14.4).

- CDRL A007 First Article Test (FAT) Procedure
- CDRL A008 First Article Test (FAT)/Inspection Report

12.2 Quality Conformance Inspections and Tests. The contractor shall develop and submit for Government review and approval an LTD System Acceptance Test Plan (ATP) covering the quality conformance inspections and acceptance test of all LTD systems delivered under this contract. If the contractor is in a rate production on this configuration of LTD for another US Government Agency, the ATP shall be submitted with the proposal and assumed approved unless noted. The ATP shall be sufficiently rigorous to ensure that contractor's manufacturing processes, equipment, and procedures are effective and that systems successfully passing the ATP will meet the requirements of the contract and this SOW. After government approval of the ATP, the contractor shall conduct quality conformance inspections and production acceptance tests on every production unit to be delivered under this contract. The Government reserves the right to have representative(s) witness any production acceptance tests. The contractor shall retain on file for Government inspection (for a period of three years beyond the completion of testing) the results of all production acceptance testing conducted under this contract (including ATP testing of repaired units (Section 13.1.4)).

- CDRL A009 Production Acceptance Test Procedure (ATP)

13. MAINTENANCE.

13.1 Maintenance Planning. The USMC maintenance concept for the LTD is organizational to depot. The Fleet Marine Force (FMF) shall perform organizational maintenance tasks. The contractor or an established US Government Agency shall be responsible for depot level maintenance. The contractor shall develop and submit for Government review and approval a maintenance support plan (compatible with this maintenance concept) to provide adequate maintenance support for the LTD.

- CDRL A010 Maintenance Support Plan

13.2 Depot Maintenance. The contractor or another established US Government Agency shall provide depot level maintenance support and shall perform depot level maintenance. Depot level maintenance support shall include the capability to perform (as applicable): complete repair, major overhaul, and complete rebuild of the parts, assemblies, subassemblies, and end items, including the manufacture of parts, piece part repair, modification, and testing that is beyond the capability of the organizational level of maintenance. This Depot shall be located within the continental United States. Depot maintenance is addressed under CLIN 0011.

14. SUPPLY SUPPORT. - SPARE PARTS LIST. The Contractor shall provide a recommended spare parts list that identifies the LTD system parts that can be removed and/or replaced at the Organizational Level. The Proposed Spare Parts List shall be delivered in a top-down breakdown format of the LTD system and shall include repairable, replacement parts (consumables) and long lead items. Each item on the Proposed Spare Parts List shall be priced and available for ordering. The Proposed Spare Parts List shall contain the part number, nomenclature, CAGE, Quantity and estimated unit price. Spare parts are addressed under CLIN 0011.

- CDRL A011 Proposed Spare Parts List

15. ENGINEERING DATA FOR PROVISIONING. The Contractor shall develop and provide Engineering Data For Provisioning (EDPF) (using MIL-PRF-49506 as guidance) for all items appearing in the Parts Master File that are not covered by government or recognized industry specifications or standards.

- CDRL A012 EDPF

16. WARRANTY. The contractor shall provide a 24-month warranty covering materials and workmanship for each LTD system delivered under the contract. The warranty period for each system shall begin on the date the system is accepted by the Government. Warranty repairs are addressed under CLIN 0011.

17. WARRANTY AND NON-WARRANTY REPAIRS.

17.1 Determination of Warranty Coverage and Disposition. The Contractor shall perform inspection and failure analysis on all LTD components returned for warranty repair within two (2) weeks of receipt of the unit. The Contractor, in consultation with the government warranty administrator, will determine, whether or not the warranty applies. (If the warranty does not apply, the cost for the inspection and failure analysis (diagnosis) of the unit will be applied against CLIN 0011). If the warranty applies the Contractor will expeditiously perform the repair(s). If the warranty does not apply, the contractor shall ship, repair (Section 17.2) or dispose of the equipment in accordance with disposition instructions provided by the government warranty administrator.

17.2 Non-Warranty Repairs. The Contractor shall perform inspection and failure analysis on all LTD components returned for non-warranty repair within two (2) weeks of receipt of the unit. The cost for the inspection and failure analysis (diagnosis) of the unit will be applied against CLIN 0011. Upon completion of the diagnosis, the contractor shall advise the point of contact for the returned unit the estimated cost and time required to repair the unit. Upon receiving written authorization from the Government, the contractor shall then ship, repair, or dispose of the equipment in accordance with the disposition instructions provided by the Government. The costs associated with the labor charges and materials required to perform the repairs shall be applied against CLIN 0011.

17.3 Specifications for Warranty Repairs. The Contractor shall ensure all LTD components repaired or replaced under warranty meet or exceed the original performance specifications. Optical components having scratches, delaminations or other optical flaws need not be replaced unless these defects degrade system performance. Damage to protective finishes shall be repaired as required to provide adequate protection during field usage, corrosion prevention and structural integrity.

17.4 Acceptance Testing of Repaired Units. Upon completion of repairs, unit(s) shall undergo and must pass the applicable portions of the LTD ATP (Section 12.2). The Government reserves the right to send a representative(s) to witness the acceptance testing. The Contractor shall make available documented acceptance test results with each system upon delivery to the Government.

17.5 Shipping. After the repaired LTD component(s) passes acceptance testing, the Contractor shall ship the repaired unit(s) to MARCORLOGBASE Albany. The Contractor shall be responsible for the costs associated with shipping and handling of repaired warranty returns to MARCORLOGBASE Albany. The Government is responsible for the shipping and handling costs associated with non-warranty repair units to the Continental United States Repair Depot.

17.6 Reporting. The contractor shall provide a monthly report covering the status of all LTD units in the contractor's possession undergoing repairs.
CDRL A013 Status Reports

18. ENVIRONMENTAL SAFETY AND HEALTH.

18.1 Environmental Safety and Health Assessments. The contractor shall identify, assess, and evaluate safety and health hazards associated with the manufacture, operation, maintenance, storage, transportation, and disposal of the system and their associated risk levels (probability and severity) in accordance with MIL STD 882D. The contractor shall also identify all safety features of the hardware, software, and system design including all applicable procedural controls and safety precautions. The contractor shall assess applicable Environmental, Safety and Occupational Health (ESOH) laws and regulations and identify any potential compliance issues.

CDRL A014 Technical Report, Study/Services (ESOH)

18.2 Technical Support. The contractor shall be responsible for technical support to the Government as required to support safety reviews, develop safety-related documentation, and obtain safety-related approvals. The technical support is anticipated to consist primarily of providing safety-related system design information, test results, and/or engineering data. For example, the contractor shall be required to provide the Government safety-related LTD data to support the Navy Laser Safety Review process.

CDRL A015 Technical Report/ Study Services (Safety Data)

18.3 Safety Assessment. The contractor shall perform and document a safety assessment, which identifies all safety hazards of the LTD hardware, software, and system design. The safety assessment shall identify all procedural controls and precautions that must be followed to prevent any unsafe conditions during operation, maintenance, transportation, storage, or disposal of the LTD. The contractor shall be responsible for providing safety support to the Government for all safety related documentation. This support shall include support to the Navy Laser Safety Review process Program requires that the Government conduct safety qualification tests as specified in Chapter 2 of TM S9310-AQ-SAF-010. The pass/fail criteria specified in the TM are platform specific and must be applied to the overall system.

18.4 Safety Assessment Report. The contractor shall provide a Safety Assessment Report (SAR) for the LTD system that clearly identifies all residual risks of the system and that includes all applicable Material Safety Data Sheets (MSDS). The SAR shall include a statement signed by the contractor that affirms that all known hazards and their associated risks have been identified. The SAR shall include the results of the system safety hazard analysis and health hazard assessments. The SAR shall also include a description of the Contractor's compliance with the Pollution Prevention Act of 1990 and identify any specific pollution prevention actions taken with respect to the design, manufacturing, and disposal of the LTD System.

CDRL A016 Safety Assessment Report (SAR)

19. TECHNICAL PUBLICATIONS. Should the Contractor produce the same configuration for another US Government Agency and provide its operation and maintenance manuals and such, this shall be noted in the proposal.

19.1 Operator and Maintenance Manual(s). The contractor shall provide manual(s) that will address the operation and maintenance of the LTD and interfacing hardware. The delivered operator and maintenance manual(s) must be written in English. The manual(s) shall contain installation, interface, operation, troubleshooting and maintenance instructions. The manual(s) shall include a complete repair parts list, including exploded views to support organizational maintenance.

CDRL A017 Operation and Maintenance Manual(s)

19.2 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 the 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.

19.3 Verification. Government verification shall be held for the operator's and maintenance manuals to verify operation/maintenance procedures, conformance to contract, and usability. Appropriate contractor personnel shall attend and assist as directed by the Government's request.

20. FACTORY TRAINING. The contractor shall provide factory training, including operation and maintenance of the LTD, to government designated personnel on an as needed basis. The total number of trainees shall not exceed ten (10) persons within a 6-month period. The cost of travel and accommodations for this training will be the responsibility of the Government.

21 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION. All deliverables under this contract shall be prepared, packaged, marked, and transported in accordance with best commercial practice to ensure safe delivery at destination. All production shipments shall be shipped FOB Destination.

22. TECHNOLOGY UPGRADES

22.1. General. The Contractor is encouraged to voluntarily develop, prepare and submit proposals for technology upgrades to the LTD that increases its operational performance or reliability. The Contractor may submit a revised price proposal that reflects the additional costs of performance improvement.

22.2. Preparation. When presenting a change proposal, the Contractor shall provide, at a minimum, the following information:

- a. Identification of the unit to which the Upgrade Proposal applies.
- b. Identification of any previous submissions of the Upgrade Proposal, including dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- c. A description of the differences between the existing deliverable and the proposed new system, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- d. A list and analysis of the contract requirements that must be changed if the Upgrade Proposal is accepted, including any suggested specification revisions.
- e. A detailed cost estimate for the affected portions of the existing contract.
- f. A description of estimates of the costs the Government may incur in implementing the Upgrade Proposal (e.g., Test and Evaluation, Operations and Sustainment, et. al) to include collateral costs to the agency (e.g., increased costs on other contracts or other parts of this contract.)
- g. A proposed schedule for implementation, to include a statement of any restrictions on the period of time that the Upgrade Proposal offer is valid.

22.3. Submission and Withdrawal. The Contractor shall submit the Upgrade Proposals to the Contracting Officer. The Contractor may withdraw any Upgrade Proposal, in whole or in part, at any time before it is accepted by the Government.

22.4 Government Action.

- a. The Contracting Officer will notify the Contractor of the status of the submitted Upgrade Proposal within 45 days of receipt. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of decision. The Government will process Upgrade Proposals expeditiously; however, it will not be liable for any delay in acting upon an Upgrade Proposal.
- b. Any Upgrade Proposal may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this provision and made either before or within a reasonable time after completion of the contract performance. Until such a contract modification applies the Upgrade Proposal to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any Upgrade Proposal will be a bilateral decision made at the discretion of the Contracting Officer and the contractor.
- c. If the Upgrade Proposal is not accepted, the Contracting Officer will notify the Contractor, in writing, explaining the reasons for the rejection.

Section D - Packaging and Marking

The contractor shall mark and package in accordance with the following:

D.1 Packaging and Marking. All deliverables under this contract shall be prepared, packaged and marked in accordance with the best commercial practice to ensure safe delivery at destination. Outer containers will not disclose the name of classified matter contained within the envelope or package, even though the name itself may not be classified. If it is necessary that the outer container include or have attached thereto a list of contents, unclassified code numbers or generic terms shall be used which will not disclose the specific contents.

D.2 Material Inspection and Receiving Report. A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container, or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or materials, the packing list(s) shall identify the assorted items. Where an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

D.3 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 is prohibited for shipboard use. (NAVSUP Manual Vol II, Par 22005-9)

D.4 Hazardous Material Identification and Material Safety Data. Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL STD 129 and all applicable Government and carrier regulations in effect at time of shipment.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<u>CLIN</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
0001	Destination	Government	COMMANDER, MARCORSSYSCOM ATTN: CAPT. JUAN SVENNINGSSEN 2200 LESTER STREET QUANTICO, VA 22134	Government
0002	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0003	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0004	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0005	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0006	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

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/vffar1.htm>

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	30 DAYS ACA 60 DAYS ACA	1.00 2.00	COMMANDER MARINE CORPS SYSTEM COMMAND, ATTN: CAPT JUAN SVENNINGSEN 2200 LESTER STREET QUANTICO, VA 22134
0002	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000
0003	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000
0004	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000
0005	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000
0006	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 17411094733 310 67854 067334 2D 473305
COST CODE: 00006RC44679
AMOUNT: (b)(4)
CIN 00000000000000006RC44679007AA: (b)(4)

AB: 17611094733 310 67854 067443 2D 4733B4
COST CODE: 00006RC64299
AMOUNT: (b)(4)
CIN 00000000000000006RC642990001: (b)(4)
CIN 00000000000000006RC642990011: (b)(4)
CIN 00000000000000006RC642990012: (b)(4)
CIN 00000000000000006RC64299007AB: (b)(4)

ACCOUNTING AND APPROPRIATION DATA

AA: 17411094733 310 67854 067334 2D 473305
COST CODE: 00006RC44679
AMOUNT: (b)(4)
CIN 00000000000000006RC44679007AA: (b)(4)

AB: 17611094733 310 67854 067443 2D 4733B4
COST CODE: 00006RC64299
AMOUNT: (b)(4)
CIN 00000000000000006RC642990001: (b)(4)
CIN 00000000000000006RC642990011: (b)(4)
CIN 00000000000000006RC642990012: (b)(4)
CIN 00000000000000006RC64299007AB: (b)(4)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

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

H.2 CONTRACT CHANGES

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

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

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

H.3 CONTRACTOR ACCESS TO DEPARTMENT OF DEFENSE (DOD) SUPPLY SYSTEM

(a) The contractor shall have direct access to the DoD supply system; however, use of this system is not mandatory for the contractor. The contractor shall purchase parts, components and material without the DoD supply system as much as possible. If the DoD supply system is to be utilized in ordering components, the contractor shall obtain direct electronic access through the Defense Automated Addressing System Center (DAASC), via the Defense Contract Management Agency (DCMA). The DAASC will provide procedures and software for electronic requisition submission. The contractor is responsible for electronically submitting requisitions directly to the DoD supply system, maintaining status, receiving billing from the source of supply, and providing direct payment to the Defense Financial Accounting Service (DFAS).

(b) The Government shall not be held liable or responsible for any deficiencies and delays of any purchase parts, components and material received through the DoD supply system; nor, is the contractor absolved from meeting the required delivery schedule as a result of deficiencies or delays. All original terms and conditions regarding receipt and acceptance of the deliverables of this contract remain in effect.

(c) Title to all property acquired by the contractor through the DoD supply system shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government Furnished Property", as distinguished from "Government Property". The provisions of the clause entitled "Government Property", except its paragraphs (a) and (b), shall apply to all property acquired by the contractor through the DoD supply system.

H.4 EXERCISE OF OPTIONS

a. Each CLIN or SubCLIN (SLIN) designated as an "OPTION" item in Section B of this contract shall be provided only in the event such option Sub-CLIN is exercised by the Contracting Officer. All option items are free-standing

options which are not dependent upon the prior exercise, concurrent exercise, or subsequent exercise of any other Option CLIN. The Government reserves the right to exercise the Option CLINs in full or partial increments. All options shall be exercised, if at all, by written or telegraphic notice signed by the Contracting Officer and sent within the option period(s) specified below:

ITEM(s):	OPTION EXERCISE PERIOD:
0002	From Contract Award up to 12 MACA
0003	From Contract Award up to 24 MACA
0004	From Contract Award up to 36 MACA
0005	From Contract Award up to 48 MACA
0006	From Contract Award up to 60 MACA

H.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer shall designate a Contracting Officer's Representative (COR) to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and the technical liason with the contractor. The COR IS NOT authorized to change the scope of the work or specifications as stated in the contract, to make any commitments or otherwise obligate the government or authorize any changes which may affect the contract price, delivery schedule, period of performance, or other terms and conditions.

H.6 NON-PERSONAL SERVICES

The inherent nature of the services in this contract and the manner in which it is provided does not require Government direction nor supervision of contractor employees in order to adequately protect the Government's interest and retain control of the function. The Government does not prepare work schedules for contractor employees, nor does it supervise or control the method by which the contractor performs the service. The Government does not determine the number of people employed nor define the specific duties of individual employees. Contractor employees shall not be used interchangeably with Government personnel to perform the same function nor be integrated into the Government's organizational structure. The Contracting Officer retains all key management decisions which all for the exercise of personal judgment and discretion on behalf of the Government.

H.7 CONTRACT PERFORMANCE IN A CRISIS SITUATION

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

- A. During a crisis situation, contractor personnel will be expected to deploy with units employing the subject equipment. All administrative aspects in preparation for deployment will be executed in accordance with MCO P12304.1, the Contractor Engineering and Technical Services Personnel Manual, (CETS MAN).
- B. The Government will facilitate the establishment of required lines of communication to allow the Contractor to communicate with locations necessary to perform the requirements of this Statement of Work.
- C. Per the CETS MAN, DoD Instruction 3020.37, Continuation of Essential DoD Contractor Services During Crises, and DoD Instruction 1000.1, Identity Cards Required by the Geneva Conventions, the Government will supply the Contractor with the appropriate and necessary credentials and status for performance of the contract in a crisis situation, to include consideration of applicable matters of international law and treaties. Contractor personnel in a crisis situation theater shall comply with the Conduct requirements of the CETS MAN and the cognizant Commander's regulations and orders pertaining to non-combatant personnel. The FSR shall report to the Contracting Officer's Representative (COR) or the PCO.
- D. Contractor personnel will provide technical input and analysis for Government contingency plans when directed by the COR or PCO.

- E. Contractor personnel deployed to a theater of operations are subject to the Uniform Code of Military Justice (UCMJ) when serving with or accompanying an armed force only "in time of war" as declared by Congress. Retired members of the military may be subjected to action under the UCMJ without a congressionally declared war. Contract Personnel may have administrative privileges suspended for disciplinary infractions or improper conduct.
- F. Contractors shall request guidance from Government media operations center if and when reporters seeking interviews or information on their participation in the mission/operation approach them.
- G. The Contractor shall take all necessary administrative actions required to prepare its personnel for a crisis situation deployment. Some examples of these actions are:
- Inform its employees of their responsibility to adhere to all guidance and orders issued by the theater commander, or his representative, regarding possession, use, safety and accountability of weapons.
 - Assist its employees to obtain the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operation.
 - Obtain all passports, visa, or other document necessary to enter or exit any areas identified by the PCO.
 - Assist its employees in obtaining security clearances applicable to the level required for performance in the theater of operations.
 - Assist its employees in obtaining a complete physical evaluation equal to that similarly assigned government personnel must pass. Medical requirements shall be completed prior to arrival at the point of debarkation or prior to direct deployment with the unit.
- H. Definitions of Terms:
- "Contractor Personnel" includes all agents, employees, and subcontractors of the prime contractor
 - "Crisis Situation," per DoD Instruction 3020.37, means any emergency so declared by the National Command Authority or the overseas combatant commander, whether or not U.S. Armed Forces are involved, minimally encompassing civil unrest or insurrection, civil war, civil disorder, terrorism hostilities build-up, wartime conditions, disasters, or international conflict presenting a serious threat to DoD interests.
- I. To the extent the contractor is unable to obtain or retain the services of qualified personnel to perform in the crisis situation theater, the contract shall not be terminated for default. Every reasonable effort shall be made by the contractor to provide uninterrupted services of qualified personnel.

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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7 Alt I	Central Contractor Registration (Oct 2003) Alternate I	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.229-3	Federal, State And Local Taxes	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
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	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
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JUN 2005
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.245-7001	Reports Of Government Property	MAY 1994

252.246-7000 Material Inspection And Receiving Report
252.251-7000 Ordering From Government Supply Sources

MAR 2003
NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

[Contracting Officer shall insert details]

(a) The Contractor shall test 3 unit(s) of Lot/Item 0002 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within sixty (60) calendar days from the date of exercise of CLIN 0002 to MARINE CORPS LOGISTICS COMMAND, ALBANY, GA marked "FIRST ARTICLE TEST REPORT: Contract No. M67854-06-C-6001, Lot/Item No. 0002" Within 10 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
(DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (c) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its

knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 31-May-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050	CODE M67854	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KOLLSMAN, INC STEWART COHEN 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03054-4483			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6001	
			X	10B. DATED (SEE ITEM 13) 26-May-2006	
CODE 89944	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)					
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 checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: siddiqj061055 The purpose of this modification is to add the Contract Administration Data. All other terms and conditions remain unchanged.					
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) MARYL SCHUCK / CONTRACT SPECIALST TEL: 703-432-4072 EMAIL: schuckm@mcs.usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Maryl Schuck</u> (Signature of Contracting Officer)		16C. DATE SIGNED 31-May-2006
(Signature of person authorized to sign)					

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on the contract award document. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

The Accounting Classification Reference Numbers (ACRN) assigned by Marine Corps Systems Command shall be used in applicable contract modifications issued by the cognizant contract administration office. If the Marine Corps Systems Command assigns no ACRN, the contract administration office may assign an alphanumeric ACRN (A1 through B9 and continuing, if necessary, through Z9, excluding the letters "I" and "O") (see DFARS 204.7107).

Defense Finance and Accounting Service (DFAS) shall make payments by sequential ACRN. No prorated payments across ACRNs shall be made.

NOTE TO DFAS: Please use FY04 funding on ACRN AA to pay CLIN 0007AA before using FY06 funding on ACRN AB to pay CLIN 0007AB.

G.2 CONTRACTING OFFICE POINT OF CONTACT

The purchase office point of contact for this procurement is:

Commander
Attn CTQ-MLS (Mary Lee Schuck)
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-5010
Marylee.schuck@usmc.mil

G.3 DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)

The Administrative Contracting Officer (ACO) is as listed below:

DCMA Manchester Code S3319A
2 Wall Street
Manchester, NH 03101-1518
Attn: Ms. Sandee Murray
PH: (603) 621 0413

G.4 ADDRESS OF PAYMENT OFFICE

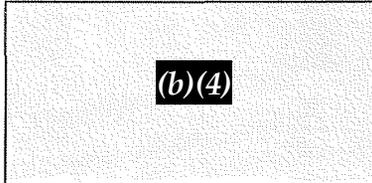
Cognizant payment activity as follows:

DFAS – Columbus Center
North Entitlement Operations
P.O. Box 182266

Columbus, OH 43218-2266

G.5 REMITTANCE ADDRESS

The address to which Electronic Funds Transfer (EFT) payments should be made by the Government is as follows:



G.6 INVOICES:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS.

IN COMPLIANCE WITH DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MARCH 2003)", 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://RMB.ODDEN.DISA.MIL](https://RMB.ODDEN.DISA.MIL)> AND (II) ENSURE AN ELECTRONIC BUSINESS POINT OF CONTACT IS DESIGNATED IN THE CENTRAL CONTRACTOR REGISTRATION AT <[HTTP://WWW.CCR.GOV](http://WWW.CCR.GOV)>, WITHIN TEN (10) DAYS AFTER AWARD OF THE CONTRACT OR MODIFICATION INCORPORATING WAWF-RA INTO THE CONTRACT. THE USMC WAWF-RA POINT OF CONTACT FOR THIS CONTRACT IS BARRY OGLESBY AND CAN BE REACHED BY PHONE AT 703-432-4370 OR VIA EMAIL AT BARRY.OGLESBY@USMC.MIL

THE CONTRACTOR IS DIRECTED TO USE THE "2 -IN-1" FORMAT WHEN PROCESSING INVOICES AND RECEIVING REPORTS. FOR ALL REQUIREMENTS, THE CONTRACTOR SHALL USE THE MARINE CORPS SYSTEMS COMMAND DODAAC AND EXTENSION PG14 (I.E., M67854PG14) AS THE DODAAC FOR ALL SHIPPING ADDRESSES.

b. If an exception in Para a above applies, the contractor shall submit invoices to the following address for certification and forwarding to DFAS for payment:

Commanding General
Marine Corps Systems Command
Attn: PM-FSS, Captain Juan Svenningsen, USMC
2200 Lester Street
Quantico, VA 22134

The Marine Corps activity receiving the contracted supplies / services shall forward a receiving / acceptance report to DFAS Columbus, OH.

The following have been deleted:

CONTRACT ADMINISTRATION DATA

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 17
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 22-Jun-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050	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) KOLLSMAN, INC STEWART COHEN 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03054-4463				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6001	
				X 10B. DATED (SEE ITEM 13) 26-May-2006	
CODE 89944	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. 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, providing 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 CHANGES 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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (A) (3), Bilateral agreement of the parties.					
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: siddiqi061157 The purpose of this modification is to: (1) Change the Administering Organization in Block 7 from "Marine Corps System Command" to "DCMA Manchester," (2) Revise Sections B.2, B.4, and the IDC Constraints, (3) Add CLINs 000101 to 000103 and CLIN 0007AC, and fund as appropriate, (4) Revise paragraph 16 of Statement of Work (Section C), (5) Add CLIN 0007 and DodAACs to Inspection/Acceptance Terms (Section E) and Delivery Information (Section F), (6) Modify Contract Administration Data and Accounting/Appropriation information (Section G) to remove funds from ACRN AA and to create and fund ACRN AC, (7) Incorporate Performance Specifications (Attachment 1) and CDRLs (Attachment 2) in Section J, and (7) Add FAR clause 52.232-16 and DFARS clause 252.232-7003 (Section I). Kollsman Proposal No. 6-01-2381 dated 13 April 2006 is hereby incorporated into this contract by reference. All other terms and conditions remain unchanged. 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) MARY L SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 29-Jun-2006
(Signature of person authorized to sign)					

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. to Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. Unit price includes CLINs 000101, 000102, and 000103..

The unit price amount 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 0007AA

The pricing detail quantity has decreased by (b)(4) from (b)(4)
The unit of issue Lot has been deleted.
The total cost of this line item has decreased by (b)(4) from (b)(4)

SUBCLIN 000101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Built-in Tactical Computer FFP	3	Each		NSP
	Informational CLIN only. FFP at a unit price of (b)(4) for a quantity of 3 each. Included in unit price of CLIN 0001. FOB: Destination				

NET AMT \$0.00

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
000102	Laser Spot Camera with Display Unit FFP Informational CLIN only. FFP at a unit price of \$14,100 for a quantity of 3 each. Included in unit price of CLIN 0001. FOB: Destination	3	Each		

NET AMT \$0.00

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
000103	GPS/Compass TLM, internal FFP Informational CLIN only. FFP at a unit price of \$4,000 for a quantity of 3 each. Included in unit price for CLIN 0001. FOB: Destination	3	Each		

NET AMT \$0.00

SUBCLIN 0007AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	FUNDING FOR CDRLS FFP FOB: Destination MILSTRIP: M9545006RC44679	1	Lot	(b)(4)	(b)(4)

NET AMT (b)(4)

ACRN AC
CIN: 00000000000000006RC446790007AC

The following have been modified:
IDC CONSTRAINTS

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	3.00	(b)(4)	3.00	(b)(4)
0002	(b)(4)			
0003				
0004				
0005				
0006				

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	3.00	(b)(4)	3.00	(b)(4)
0002	(b)(4)			
0003				
0004				
0005				
0006				

CONTRACT SCHEDULE INFORMATION

B.1 CONTRACT TYPE – This contract utilizes a Firm-Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) effort.

B.2 MINIMUM CONTRACT ORDER – The Government is obligated to purchase, and the Contractor is obligated to provide services for the sustaining work as the minimum amount covered by this contract. The sustaining work is

reflected under CLIN 0001. An "option" is the Government's unilateral right to purchase additional supplies or services called for by the contract or extend the term of the contract. Should the Government determine to exercise an Option Year, it shall be obligated to purchase, and the Contractor obligated to provide, services for the sustaining work as the minimum for each Option Year. Sustaining work is reflected under CLIN 0002 for Option Year 1, CLIN 0003 for Option Year 2, CLIN 0004 for Option Year 3, CLIN 0005 for Option Year 4, and CLIN 0006 for Option Year 5.

Maximum Contract Value – The total dollar value of this contract (for all years) shall not exceed \$123,270,143.58.

B.3 OPTION YEAR CLINS. If the Government chooses to exercise an option, the Contract Line Item Numbers (CLINs) shall be exercised in accordance with the schedule in Section H.4, *Exercise of Options*. CLINs 0013 – 0015 are considered Option Year 1 CLINs and may be exercised on an ID/IQ basis within 12 months of contract award. CLINs 0016 – 0018 are considered Option Year 2 CLINs and may be exercised on an ID/IQ basis within 24 months of contract award. CLINs 0019 – 0021 are considered Option Year 3 CLINs and may be exercised on an ID/IQ basis within 36 months of contract award. CLINs 0022 – 0024 are considered Option Year 4 CLINs and may be exercised on an ID/IQ basis within 48 months of contract award. CLINs 0025 – 0027 are considered Option Year 5 CLINs and may be exercised on an ID/IQ basis within 60 months of contract award.

B.4 Contract Type. A firm fixed price (FFP), Indefinite Delivery / Indefinite Quantity (ID/IQ) is the contract type to be utilized throughout this effort and award will be based upon the procedures at FAR 12 and 15. **Performance shall be made only as authorized by delivery orders or contract modifications issued in accordance with the ordering clause of this contract.**

Each delivery order or contract modification will contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance instructions (place of delivery, any special shipping instructions), pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the ordering period and the number of units ordered in accordance with the step-ladder pricing tables contained in the Schedule of Supplies and/or Services of this contract. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order for the year in which the order is placed. Quantities are not cumulative from order to order. The unit price of each order is determined by the total quantity for that order only, regardless of the previous number of orders issued or the total of previous quantities ordered. Delivery of units under a specific delivery order shall not be combined with delivery of units under another delivery order for the purpose of determining a quantity discount. Delivery orders will incorporate all clauses of the contract.

B.5 PERIOD OF PERFORMANCE – The period of performance shall be for sixty (60) days after contract award date plus one-year option periods in FY06, FY07, FY08, FY09 and FY10. The period of performance shall not exceed sixty (60) months from the date of contract award.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK

STATEMENT OF WORK FOR USMC LASER TARGET DESIGNATOR (LTD)

1. SCOPE. This Statement of Work (SOW) specifies the tasks the contractor shall perform under this contract in support of the United States Marine Corps' procurement of USMC Laser Target Designator Systems, which includes defining the LTD system configuration and the LTD system product baseline. This SOW also includes the contract requirements for the configuration management, manufacture, test, documentation, delivery and logistic and technical support of the LTD systems.

2. APPLICABLE DOCUMENTS.

2.1 Government Documents. The following specifications, standards, handbooks, and data item descriptions form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue (effective on date of contract award) of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto.

SPECIFICATIONS
DEPARTMENT OF DEFENSE
MIL-PRF-49506 Performance Specification for Logistics Management Information

STANDARDS
DEPARTMENT OF DEFENSE
MIL-STD-882D System Safety
MIL-STD-38784 Standard Practice for Manuals, Technical: General Style and Format Requirements

HANDBOOKS
DEPARTMENT OF DEFENSE
MIL-HDBK-61A Configuration Management Guidance

2.2 Other Government Documents.

PERFORMANCE SPECIFICATION FOR THE LASER TARGET DESIGNATOR (LTD) (Contract Section J, Attachment 1)

2.3 Non-Government Documents.

Contractor's Product Description/Specification contained in their proposal

ANSI/ISO/ASQC Q9001-2000 Quality Management Systems – Requirements
ANSI/NCSL Z540-1-1994 Calibration Laboratories and Measuring and Test Equipment – General Requirements
ISO 10012-1:1992(E) Quality Assurance Requirements for Measuring Equipment
ISO/IEC 17025:1999 General Requirements for the Competence of Testing and Calibration Laboratories

2.4 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document shall take precedence. Nothing in this document shall supersede applicable Federal, State, or Local Laws and regulations unless a specific exemption has been obtained.

2.5 Availability of Government Documents. Unless otherwise stated, Government specifications, standards, handbooks, and data item descriptions listed above are available from the Document Automation and Production Service, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094 or visit <http://dodssp.daps.mil>.

3. GENERAL REQUIREMENTS. The contractor shall manufacture, test and deliver LTD systems and associated ancillary items in accordance with the contract, this SOW and the delivery schedule specified in the contract.

3.1 Performance. The Contractor shall be responsible for overall system performance. The Contractor shall ensure that all LTD systems, components and associated ancillary items delivered under the contract meet or exceed all the requirements specified in the LTD Product Baseline (PBL) (Section 8.). The contractor shall also ensure that all LTD systems, components, and associated items delivered under this contract undergo and successfully pass applicable Production Acceptance Testing (Section 12.2).

3.2 Transportability. The Contractor shall insure that when the LTD systems are shipped in their shipping container, the systems shall withstand, without physical damage or degradation of performance, transportation via commercial air or highway vehicles.

3.3 Delivery Schedule. Deliveries shall be in accordance with Section F of the contract. The contractor shall promptly notify the Government in writing of any anticipated delays that will impact delivery schedule.

3.4 Access to Facilities. The contractor shall provide the Government access to the contractor's facilities, as required, throughout the contract period of performance.

3.5 Post-Award Conference. A post-award conference shall be held within 30 days after contract award. The contractor and the Government shall coordinate the date, location, and administrative arrangements for this meeting jointly. This meeting will be held within the continental United States.

4. PROGRAM MANAGEMENT. The Contractor shall designate a program manager responsible for meeting the performance and schedule requirements set forth by this SOW. The program manager shall serve as the principal point of contact for all programmatic communication with the Government.

5. QUALITY SYSTEM. The Contractor shall establish, document, operate and maintain a quality system acceptable to the Government that ensures conformance to contractual requirements and that meets the requirements of ANSI/ISO/ASQC Q9001-2000 Quality Management Systems – Requirements, or equivalent. The Contractor shall also maintain a calibration system in accordance with ANSI/NCSL Z540-1-1994, ISO 10012-1:1992(E), or equivalent to ensure that all test/inspection, measurement, and diagnostic equipment are properly calibrated and identified by appropriate labeling.

6. CONFIGURATION MANAGEMENT. The Contractor shall have an established, Government verifiable, Configuration Management (CM) Program with control systems in effect throughout the contract period of performance. The Contractor's CM program shall be in accordance with the applicable quality system (Section 5.), the general guidance of MIL HDBK 61A, and shall provide configuration identification, configuration control, and configuration status accounting of all new, repaired, and/or modified hardware, software, firmware, and documentation. The CM Program shall address the Contractor's procedures for CM; configuration reviews; and preparation, review and processing of Requests for Deviation (RFDs), Engineering Change Proposals (ECPs) and Notices of Revision (NORs). All LTD system baselines shall be documented in the Contractor's configuration status accounting database. (Section 11.4).

7. LTD SYSTEM CONFIGURATION. The LTD System Configuration Item (CI) shall consist of the LTD system configuration specified in the contractor's proposal.

8. LTD PRODUCT BASELINE. The contractor shall establish and document the LTD product baseline. The LTD Product Baseline shall include: the LTD CI; all applicable LTD system specifications/product descriptions, all applicable interface control documentation (Section 10) and related information contained in the contractor's proposal; and LTD production acceptance test procedures approved by the Government (Section 12.2); and any other documentation required to support interchangeability and interoperability to the replaceable part level.

9. DRAWINGS. The Contractor shall provide top-level system drawings for the LTD system. These drawings shall also be submitted, as required, whenever a configuration change causes change or revision to these drawings. The latest revision of drawings shall be delivered to the Government throughout the life of the contract. Should the Contractor produce the same configuration for another US Government Agency and provide it drawings and such, this shall be noted in the proposal and this clause is not applicable. The top-level drawings are used for the purpose of Nomenclature and National Stock Number assignments.

CDRL A001 Commercial Drawings and Associated Lists

10. INTERFACE CONTROL DOCUMENT. The contractor shall provide an Interface Control Document (ICD) if applicable. The ICD shall describe the interface characteristics of the LTD system.

CDRL A002 Interface Control Document (If Applicable)

11. CHANGES.

11.1 Configuration Control. The Contractor shall submit for Government approval, all proposed changes that impact the Form, Fit, Function, Interchangeability or Interoperability of the Product Baseline.

11.2 Engineering Change Proposals. The Contractor shall prepare Engineering Change Proposals (ECP) for Class I changes under the general guidance of MIL-HDBK-61A, for any changes to the Product Baseline. Class I and Class II ECP definitions shall be interpreted as defined in MIL-HDBK-61A. Depending upon their impact to the system's form, fit, function, or cost, Class I ECPs may require a Part Number change to the LTD. The contractor shall submit any Engineering Change Proposals, Requests For Deviations, and Notices of Revision (NOR) through the Contracting Officer for Government review and approval. Drawing updates for Revisions and/or Part Number changes shall be completed at the Contractor's expense to include all technical documentation required by the Government.

CDRL A003	Engineering Change Proposals (ECP)
CDRL A004	Requests for Deviation (RFD)
CDRL A005	Notice of Revision (NOR)

11.3 Non-Class I Changes. For those changes not affecting form, fit, or function (i.e. parts substitution, changes not impacting contract/delivery schedule, or cost, etc.), the Contractor shall document implementation of non-Class I ECPs by a change to the revision letter of the part number in the Configuration Status Accounting database (Section 11.4).

11.4 Configuration Status Accounting. A Configuration Status Accounting (CSA) database shall be developed by the Contractor and approved by the Government. All baselines, ECPs, deviations and waivers shall be documented in the Contractor's CSA database. The Government will utilize the Contractor's CSA database as the single tracking system for each configured hardware and software item for the LTD. The Contractor shall provide the Government the CSA 'as built' report via electronic media upon delivery.

CDRL A006	Configuration Status Accounting (CSA) Information
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12. TESTING/VERIFICATION.

12.1 First Article Test. If the contractor has previously successfully passed a First Article Test (FAT) on this configuration of an LTD for a US Government Agency such a completion shall be noted in the Contractor's proposal and this clause does not apply. The contractor shall develop first article test procedures for the LTD FAT specified in the Performance Specification for the Laser Target Designator (LTD). The contractor shall submit the proposed first article test procedures for Government review and approval. Following Government approval, the contractor shall conduct first article testing in accordance with the approved test procedures and then provide a First Article Test Report documenting the results of these tests. Provided the FAT test units are not destroyed during testing, the contractor may refurbish and deliver the test articles under the contract provided they meet production acceptance test requirements (Section 12.2) and they meet all requirements for items repaired under warranty (Sections 14.3 and 14.4).

CDRL A007	First Article Test (FAT) Procedure
CDRL A008	First Article Test (FAT)/Inspection Report

12.2 Quality Conformance Inspections and Tests. The contractor shall develop and submit for Government review and approval an LTD System Acceptance Test Plan (ATP) covering the quality conformance inspections and acceptance test of all LTD systems delivered under this contract. If the contractor is in a rate production on this configuration of LTD for another US Government Agency, the ATP shall be submitted with the proposal and assumed approved unless noted. The ATP shall be sufficiently rigorous to ensure that contractor's manufacturing processes, equipment, and procedures are effective and that systems successfully passing the ATP will meet the requirements of the contract and this SOW. After government approval of the ATP, the contractor shall conduct quality conformance inspections and production acceptance tests on every production unit to be delivered under this contract. The Government reserves the right to have representative(s) witness any production acceptance tests. The contractor shall retain on file for Government inspection (for a period of three years beyond the completion of testing) the results of all production acceptance testing conducted under this contract (including ATP testing of repaired units (Section 13.1.4)).

CDRL A009 Production Acceptance Test Procedure (ATP)

13. MAINTENANCE.

13.1 Maintenance Planning. The USMC maintenance concept for the LTD is organizational to depot. The Fleet Marine Force (FMF) shall perform organizational maintenance tasks. The contractor or an established US Government Agency shall be responsible for depot level maintenance. The contractor shall develop and submit for Government review and approval a maintenance support plan (compatible with this maintenance concept) to provide adequate maintenance support for the LTD.

CDRL A010 Maintenance Support Plan

13.2 Depot Maintenance. The contractor or another established US Government Agency shall provide depot level maintenance support and shall perform depot level maintenance. Depot level maintenance support shall include the capability to perform (as applicable): complete repair, major overhaul, and complete rebuild of the parts, assemblies, subassemblies, and end items, including the manufacture of parts, piece part repair, modification, and testing that is beyond the capability of the organizational level of maintenance. This Depot shall be located within the continental United States. Depot maintenance is addressed under CLIN 0011.

14. SUPPLY SUPPORT. - SPARE PARTS LIST. The Contractor shall provide a recommended spare parts list that identifies the LTD system parts that can be removed and/or replaced at the Organizational Level. The Proposed Spare Parts List shall be delivered in a top-down breakdown format of the LTD system and shall include repairable, replacement parts (consumables) and long lead items. Each item on the Proposed Spare Parts List shall be priced and available for ordering. The Proposed Spare Parts List shall contain the part number, nomenclature, CAGE, Quantity and estimated unit price Spare parts are addressed under CLIN 0011.

CDRL A011 Proposed Spare Parts List

15. ENGINEERING DATA FOR PROVISIONING. The Contractor shall develop and provide Engineering Data For Provisioning (EDPF) (using MIL-PRF-49506 as guidance) for all items appearing in the Parts Master File that are not covered by government or recognized industry specifications or standards.

CDRL A012 EDPF

16. WARRANTY. The contractor shall provide a 24-month warranty covering materials and workmanship for each LTD system delivered under the contract. The warranty period for each system shall begin on the date the system is accepted by the Government, but in any case, **no later than fifteen (15) days after delivery**. Warranty repairs are addressed under CLIN 0011.

17. WARRANTY AND NON-WARRANTY REPAIRS.

17.1 Determination of Warranty Coverage and Disposition. The Contractor shall perform inspection and failure analysis on all LTD components returned for warranty repair within two (2) weeks of receipt of the unit. The Contractor, in consultation with the government warranty administrator, will determine, whether or not the warranty applies. (If the warranty does not apply, the cost for the inspection and failure analysis (diagnosis) of the unit will be applied against CLIN 0011). If the warranty applies the Contractor will expeditiously perform the repair(s). If the warranty does not apply, the contractor shall ship, repair (Section 17.2) or dispose of the equipment in accordance with disposition instructions provided by the government warranty administrator.

17.2 Non-Warranty Repairs. The Contractor shall perform inspection and failure analysis on all LTD components returned for non-warranty repair within two (2) weeks of receipt of the unit. The cost for the inspection and failure analysis (diagnosis) of the unit will be applied against CLIN 0011. Upon completion of the diagnosis, the contractor shall advise the point of contact for the returned unit the estimated cost and time required to repair the unit. Upon receiving written authorization from the Government, the contractor shall then ship, repair, or dispose of the equipment in accordance with the disposition instructions provided by the Government. The costs associated with the labor charges and materials required to perform the repairs shall be applied against CLIN 0011.

17.3 Specifications for Warranty Repairs. The Contractor shall ensure all LTD components repaired or replaced under warranty meet or exceed the original performance specifications. Optical components having scratches, delaminations or other optical flaws need not be replaced unless these defects degrade system performance. Damage to protective finishes shall be repaired as required to provide adequate protection during field usage, corrosion prevention and structural integrity.

17.4 Acceptance Testing of Repaired Units. Upon completion of repairs, unit(s) shall undergo and must pass the applicable portions of the LTD ATP (Section 12.2). The Government reserves the right to send a representative(s) to witness the acceptance testing. The Contractor shall make available documented acceptance test results with each system upon delivery to the Government.

17.5 Shipping. After the repaired LTD component(s) passes acceptance testing, the Contractor shall ship the repaired unit(s) to MARCORLOGBASE Albany. The Contractor shall be responsible for the costs associated with shipping and handling of repaired warranty returns to MARCORLOGBASE Albany. The Government is responsible for the shipping and handling costs associated with non-warranty repair units to the Continental United States Repair Depot.

17.6 Reporting. The contractor shall provide a monthly report covering the status of all LTD units in the contractor's possession undergoing repairs.

CDRL A013 Status Reports

18. ENVIRONMENTAL SAFETY AND HEALTH.

18.1 Environmental Safety and Health Assessments. The contractor shall identify, assess, and evaluate safety and health hazards associated with the manufacture, operation, maintenance, storage, transportation, and disposal of the system and their associated risk levels (probability and severity) in accordance with MIL STD 882D. The contractor shall also identify all safety features of the hardware, software, and system design including all applicable procedural controls and safety precautions. The contractor shall assess applicable Environmental, Safety and Occupational Health (ESOH) laws and regulations and identify any potential compliance issues.

CDRL A014 Technical Report, Study/Services (ESOH)

18.2 Technical Support. The contractor shall be responsible for technical support to the Government as required to support safety reviews, develop safety-related documentation, and obtain safety-related approvals. The technical support is anticipated to consist primarily of providing safety-related system design information, test results, and/or engineering data. For example, the contractor shall be required to provide the Government safety-related LTD data to support the Navy Laser Safety Review process.

CDRL A015 Technical Report/ Study Services (Safety Data)

18.3 Safety Assessment. The contractor shall perform and document a safety assessment, which identifies all safety hazards of the LTD hardware, software, and system design. The safety assessment shall identify all procedural controls and precautions that must be followed to prevent any unsafe conditions during operation, maintenance, transportation, storage, or disposal of the LTD. The contractor shall be responsible for providing safety support to the Government for all safety related documentation. This support shall include support to the Navy Laser Safety Review process Program requires that the Government conduct safety qualification tests as specified in Chapter 2 of TM S9310-AQ-SAF-010. The pass/fail criteria specified in the TM are platform specific and must be applied to the overall system.

18.4 Safety Assessment Report. The contractor shall provide a Safety Assessment Report (SAR) for the LTD system that clearly identifies all residual risks of the system and that includes all applicable Material Safety Data Sheets (MSDS). The SAR shall include a statement signed by the contractor that affirms that all known hazards and their associated risks have been identified. The SAR shall include the results of the system safety hazard analysis and health hazard assessments. The SAR shall also include a description of the Contractor's compliance with the Pollution Prevention Act of 1990 and identify any specific pollution prevention actions taken with respect to the design, manufacturing, and disposal of the LTD System.

CDRL A016 Safety Assessment Report (SAR)

19. TECHNICAL PUBLICATIONS. Should the Contractor produce the same configuration for another US Government Agency and provide its operation and maintenance manuals and such, this shall be noted in the proposal.

19.1 Operator and Maintenance Manual(s). The contractor shall provide manual(s) that will address the operation and maintenance of the LTD and interfacing hardware. The delivered operator and maintenance manual(s) must be written in English. The manual(s) shall contain installation, interface, operation, troubleshooting and maintenance instructions. The manual(s) shall include a complete repair parts list, including exploded views to support organizational maintenance.

CDRL A017 Operation and Maintenance Manual(s)

19.2 Copyright Release. The contractor shall identify copyrighted material, if any, and shall obtain the written approval of the copyright owner. The contractor shall furnish a appropriate copyright release giving the Government permission to reproduce and use the 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.

19.3 Verification. Government verification shall be held for the operator's and maintenance manuals to verify operation/maintenance procedures, conformance to contract, and usability. Appropriate contractor personnel shall attend and assist as directed by the Government's request.

20. FACTORY TRAINING. The contractor shall provide factory training, including operation and maintenance of the LTD, to government designated personnel on an as needed basis. The total number of trainees shall not exceed ten (10) persons within a 6-month period. The cost of travel and accommodations for this training will be the responsibility of the Government.

21 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION. All deliverables under this contract shall be prepared, packaged, marked, and transported in accordance with best commercial practice to ensure safe delivery at destination. All production shipments shall be shipped FOB Destination.

22. TECHNOLOGY UPGRADES

22.1. General. The Contractor is encouraged to voluntarily develop, prepare and submit proposals for technology upgrades to the LTD that increases its operational performance or reliability. The Contractor may submit a revised price proposal that reflects the additional costs of performance improvement.

22.2. Preparation. When presenting a change proposal, the Contractor shall provide, at a minimum, the following information:

- a. Identification of the unit to which the Upgrade Proposal applies.
- b. Identification of any previous submissions of the Upgrade Proposal, including dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- c. A description of the differences between the existing deliverable and the proposed new system, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- d. A list and analysis of the contract requirements that must be changed if the Upgrade Proposal is accepted, including any suggested specification revisions.
- e. A detailed cost estimate for the affected portions of the existing contract.
- f. A description of estimates of the costs the Government may incur in implementing the Upgrade Proposal (e.g., Test and Evaluation, Operations and Sustainment, et. al) to include collateral costs to the agency (e.g., increased costs on other contracts or other parts of this contract.)

g. A proposed schedule for implementation, to include a statement of any restrictions on the period of time that the Upgrade Proposal offer is valid.

22.3. Submission and Withdrawal. The Contractor shall submit the Upgrade Proposals to the Contracting Officer. The Contractor may withdraw any Upgrade Proposal, in whole or in part, at any time before it is accepted by the Government.

22.4 Government Action.

- a. The Contracting Officer will notify the Contractor of the status of the submitted Upgrade Proposal within 45 days of receipt. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of decision. The Government will process Upgrade Proposals expeditiously; however, it will not be liable for any delay in acting upon an Upgrade Proposal.
- b. Any Upgrade Proposal may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this provision and made either before or within a reasonable time after completion of the contract performance. Until such a contract modification applies the Upgrade Proposal to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any Upgrade Proposal will be bilateral decision made at the discretion of the Contracting Officer and the contractor.
- c. If the Upgrade Proposal is not accepted, the Contracting Officer will notify the Contractor, in writing, explaining the reasons for the rejection.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been modified:

INSPECTION/ACCEPTANCE TERMS
INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<u>CLIN</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
-------------	-------------------	-------------------	------------------	------------------

0001	Destination	Government	COMMANDER, MARCORSSYSCOM ATTN: CAPT. JUAN SVENNINGSEN 2200 LESTER STREET QUANTICO, VA 22134	Government
0002	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0003	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0004	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0005	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0006	Destination	Government	TRAFFIC MANAGEMENT OFFICER, MCLB BLDG 1221 DR 20; PROJECT CODE PG9; M ALBANY, GA 31704-5000	Government
0007	Destination	Government	AS SPECIFIED IN CDRL	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following have been added by full text:

DELIVERY INFORMATION
DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	30 DAYS ACA	1.00	COMMANDER MARINE CORPS SYSTEM COMMAND, ATTN: CAPT JUAN SVENNINGSEN 2200 LESTER STREET QUANTICO, VA 22134 DODAAC: M67854
	60 DAYS ACA	2.00	

0002	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0003	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0004	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0005	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0006	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0007	AS SPECIFIED IN CDRLS	N/A	AS SPECIFIED IN CDRLS

SECTION G - CONTRACT ADMINISTRATION DATA

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)

CLIN 0001:

AB: 17611094733 310 67854 067443 2D 4733B4 00006RC64299 (CIN 00000000000000000006RC642990001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0007AA:

AA: 17411094733 310 67854 067334 2D 473305 00006RC44679 (CIN 00000000000000000006RC446790007AA) was decreased by (b)(4) from (b)(4)

SUBCLIN 0007AC:

Funding on SUBCLIN 0007AC is initiated as follows:

ACRN: AC

CIN: 0000000000000006RC446790007AC

Acctng Data: 17411094733 310 67854 067443 2D 473305

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC44679

The following have been modified:

CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on the contract award document. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

The Accounting Classification Reference Numbers (ACRN) assigned by Marine Corps Systems Command shall be used in applicable contract modifications issued by the cognizant contract administration office. If the Marine Corps Systems Command assigns no ACRN, the contract administration office may assign an alphanumeric ACRN (A1 through B9 and continuing, if necessary, through Z9, excluding the letters "I" and "O") (see DFARS 204.7107).

Defense Finance and Accounting Service (DFAS) shall make payments by sequential ACRN. No prorated payments across ACRNs shall be made.

NOTE TO DFAS: Please use FY04 funding on ACRN AC to pay CLIN 0007AC before using FY06 funding on ACRN AB to pay CLIN 0007AB. ACRN AC replaces ACRN AA, which was inputted incorrectly.

G.2 CONTRACTING OFFICE POINT OF CONTACT

The purchase office point of contact for this procurement is:

Commander
Attn CTQ-MLS (Mary Lee Schuck)
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-5010
Marylee.schuck@usmc.mil

G.3 DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA)

The Administrative Contracting Officer (ACO) is as listed below:

DCMA Manchester Code S3319A
2 Wall Street
Manchester, NH 03101-1518
Attn: Ms. Sandee Murray
PH: (603) 621 0413

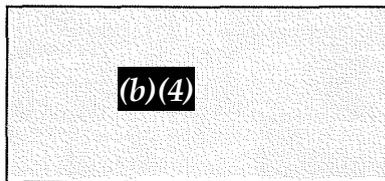
G.4 ADDRESS OF PAYMENT OFFICE

Cognizant payment activity as follows:

DFAS – Columbus Center
North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2266

G.5 REMITTANCE ADDRESS

The address to which Electronic Funds Transfer (EFT) payments should be made by the Government is as follows:



G.6 INVOICES:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS.

IN COMPLIANCE WITH DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MARCH 2003)", 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://RMB.OGDEN.DISA.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 USMC WAWF-RA POINT OF CONTACT FOR THIS CONTRACT IS BARRY OGLESBY AND CAN BE REACHED BY PHONE AT 703-432-4370 OR VIA EMAIL AT BARRY.OGLESBY@USMC.MIL

THE CONTRACTOR IS DIRECTED TO USE THE "2 -IN-1" FORMAT WHEN PROCESSING INVOICES AND RECEIVING REPORTS. FOR ALL REQUIREMENTS, THE CONTRACTOR SHALL USE THE MARINE CORPS SYSTEMS COMMAND DODAAC AND EXTENSION PG14 (I.E., M67854PG14) AS THE DODAAC FOR ALL SHIPPING ADDRESSES.

b. If an exception in Para a above applies, the contractor shall submit invoices to the following address for certification and forwarding to DFAS for payment:

Commanding General
Marine Corps Systems Command
Attn: PM-FSS, Captain Juan Svenningsen, USMC
2200 Lester Street
Quantico, VA 22134

The Marine Corps activity receiving the contracted supplies / services shall forward a receiving / acceptance report to DFAS Columbus, OH.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.232-16	Progress Payments	APR 2003
252.232-7003	Electronic Submission of Payment Requests	MAY 2006

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

ATTACHMENT (1): Performance Specifications for the United States Marine Corps Laser Target Designator (LTD)

ATTACHMENT (2): DD1423 Contract Data Requirements List (CDRLs)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	8
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 14-Jul-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050		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) KOLLSMAN, INC STEWART COHEN 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03054-4483				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6001		
				X 10B. DATED (SEE ITEM 13) 26-May-2006		
CODE 89944		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.						
X 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. 52.243-1, Changes--Fixed Price						
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 checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: wrightee061290 The purpose of this modification is to: (1) Change the delivery date and location in Section F for the second LTD unit purchased under CLIN 0001 from the Marine Corps Base Quantico to China Lake, (2) Add SubCLINS 0007AD through 0007AH in Section B with funding reallocated accordingly, and (3) Incorporate CDRLs (Attachment 2) with revised submittal dates in Section J. All other terms and conditions remain unchanged.						
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) MARY L SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 14-Jul-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0007AA

The unit price amount has decreased by (b)(4) from (b)(4)
The MILSTRIP M9545006RC44679 has been deleted.

SUBCLIN 0007AB

The CLIN extended description FOR PART OF CDRL A016. has been added.
The unit price amount has decreased by (b)(4) from (b)(4)
The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0007AC

The CLIN extended description FOR CDRLS A014, A017, AND PART OF A016. has been added.

SUBCLIN 0007AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD	FUNDING FOR CDRLS FFP FOR CDRL A015. FOB: Destination	1	Lot	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: 0000000000000006RC642990007AD

SUBCLIN 0007AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AE	FUNDING FOR CDRLS FFP FOR CDRL A008. FOB: Destination MILSTRIP: M9545006RC64299	1	Lot	(b)(4)	(b)(4)

NET AMT (b)(4)

ACRN AB
CIN: 00000000000000006RC642990007AE

SUBCLIN 0007AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AF	FUNDING FOR CDRLS FFP FOR A001, A002, A007, AND A009. FOB: Destination MILSTRIP: M9545006RC64299	1	Lot	(b)(4)	(b)(4)

NET AMT (b)(4)

ACRN AB
CIN: 00000000000000006RC642990007AF

SUBCLIN 0007AG is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AG	FUNDING FOR CDRLS FFP FOR CDRLS A010 AND A011. FOB: Destination MILSTRIP: M9545006RC64299	1	Lot	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: 00000000000000006RC64299007AG

SUBCLIN 0007AH is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AH	FUNDING FOR CDRLS FFP FOR CDRL A012. FOB: Destination MILSTRIP: M9545006RC64299	1	Lot	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB
CIN: 00000000000000006RC64299007AH

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AD:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AE:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AF:

INSPECT AT	INSPECT BY	ACCEPT AT
------------	------------	-----------

ACCEPT BY

0004	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0005	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0006	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0007	AS SPECIFIED IN CDRLS	N/A	AS SPECIFIED IN CDRLS

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0007AB:

AB: 17611094733 310 67854 067443 2D 4733B4 00006RC64299 (CIN 0000000000000006RC642990007AB)
was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0007AD:

Funding on SUBCLIN 0007AD is initiated as follows:

ACRN: AB

CIN: 0000000000000006RC642990007AD

Acctng Data: 17611094733 310 67854 067443 2D 4733B4

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC64299

SUBCLIN 0007AE:

Funding on SUBCLIN 0007AE is initiated as follows:

ACRN: AB

CIN: 0000000000000006RC642990007AE

Acctng Data: 17611094733 310 67854 067443 2D 4733B4

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC64299

SUBCLIN 0007AF:

Funding on SUBCLIN 0007AF is initiated as follows:

ACRN: AB

CIN: 0000000000000006RC642990007AF

Acctng Data: 17611094733 310 67854 067443 2D 4733B4

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC64299

SUBCLIN 0007AG:

Funding on SUBCLIN 0007AG is initiated as follows:

ACRN: AB

CIN: 0000000000000006RC642990007AG

Acctng Data: 17611094733 310 67854 067443 2D 4733B4

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC64299

SUBCLIN 0007AH:

Funding on SUBCLIN 0007AH is initiated as follows:

ACRN: AB

CIN: 0000000000000006RC642990007AH

Acctng Data: 17611094733 310 67854 067443 2D 4733B4

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC64299

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:
LIST OF ATTACHMENTS

ATTACHMENT (1): Performance Specifications for the United States Marine Corps Laser Target Designator
(LTD)

ATTACHMENT (2): DD1423 Contract Data Requirements List (CDRLs) – REVISED BY MODIFICATION
P00003

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 24-Jul-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050		CODE M67854	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KOLLSMAN, INC STEWART COHEN 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03054-4483				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6001		
				X 10B. DATED (SEE ITEM 13) 26-May-2006		
CODE 89944		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. 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)						
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.						
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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 43.103 (a), Mutual Agreement of the Parties						
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: siddiq061332 The purpose of this modification is to incorporate the Contract Security Classification Specification (DD254) dated 20 July 2006 into this contract as an attachment in Section J. The highest level of security for this contract is hereby changed from "Unclassified" to "Secret." The total contract value remains unchanged as a result of this modification. All other terms and conditions remain unchanged.						
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) MARY L SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 31-Jul-2006	
(Signature of person authorized to sign)						

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

ATTACHMENT (1): Performance Specifications for the United States Marine Corps Laser Target Designator (LTD)

ATTACHMENT (2): DD1423 Contract Data Requirements List (CDRLs) – REVISED BY MODIFICATION P00003

ATTACHMENT (3): DD254 Contract Security Classification Specification –ADDED BY MODIFICATION P00004

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	15
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 29-Aug-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050		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) KOLLSMAN, INC CAROLA PEARSON 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03054-4483				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6001		
				X 10B. DATED (SEE ITEM 13) 26-May-2006		
CODE 89944		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.						
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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual agreement of the parties						
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: siddiq061502 The purpose of this modification is to : (1) Exercise Option CLIN 0002 and change the quantity from "undefined" to "203" in Section B, (2) Revise pricing for Option CLIN 0002 to add the requirement for a LSI camera in Section B and the IDC Constraints, (3) Revise delivery information for CLIN 0002 in Section F, (4) Change CLIN 0002 to an informational CLIN and add priced SLINs 0002AA through 0002AX for funding CLIN 0002, (5) Re-align funding in the amount of [redacted] on ACRN AB from CLIN 0011 to CLIN 0002AD, (6) Revise shipping and delivery information for the third LTD unit purchased under CLIN 0001 to reflect "ship-in-place" agreement, and All other terms and conditions remain unchanged. 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) MARY L. SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 31-Aug-2006	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN extended description has changed from Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. to Laser Target Designator with Protective Optics Covers; Lightweight tripod; Remote firing cable; Two (2) sets of batteries; Vehicle power adapter; Transit case; Field carry case. Also includes unit price for upgraded Laser Sec Spot Camera with enhanced Laser Spot Imagery for quantities over 49, priced IAW Section J, Attachment (4)..

- The pricing detail quantity has increased by 203.00 from 0.00 to 203.00.
- The unit price amount has changed from UNDEFINED to \$83,500.00.
- The option status has changed from Option to Option Exercised.
- The total cost of this line item has increased by \$16,950,500.00 from UNDEFINED to \$16,950,500.00.
- The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - OPTION YEAR 1	0002	(b)(4)		

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
LTD - OPTION YEAR 1	0002	(b)(4)		

SUBCLIN 000201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000201	FUNDING FOR LTDS FFP Partial funding for Laser Target Designators purchased under CLIN 0002. FOB: Destination MILSTRIP: M9545006RC64616 SHIP VIA: Best Way (Shippers Option)	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	ACRN AD CIN: 00000000000045006RC646160002AA				(b)(4)

SUBCLIN 000202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000202	FUNDING FOR LTDS FFP Partial funding for Laser Target Designators purchased under CLIN 0002. FOB: Destination MILSTRIP: M9545006RC64229 SHIP VIA: Best Way (Shippers Option)	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	ACRN AE CIN: 00000000000045006RC642290002AB				(b)(4)

SUBCLIN 000203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000203		UNDEFINED		UNDEFINED	UNDEFINED

FUNDING FOR LTDS
FFP
Partial funding for Laser Target Designators purchased under CLIN 0002.
FOB: Destination
MILSTRIP: M9545006RC64228
SHIP VIA: Best Way (Shippers Option)

MAX
NET AMT

UNDEFINED

ACRN AF
CIN: 0000000000000006RC642280002AC

(b)(4)

SUBCLIN 000204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000204		UNDEFINED		UNDEFINED	UNDEFINED

FUNDING FOR LTDS
FFP
Partial funding for Laser Target Designators purchased under CLIN 0002.
FOB: Destination
MILSTRIP: M9545006RC64299
SHIP VIA: Best Way (Shippers Option)

MAX
NET AMT

UNDEFINED

ACRN AB
CIN: 0000000000000006RC642990002AD

(b)(4)

SUBCLIN 000205 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000205		UNDEFINED		\$0.00	UNDEFINED

FUNDING FOR LTDs
FFP
Partial funding for Laser Target Designators purchased under CLIN 0002.
FOB: Destination
MILSTRIP: M95406RC6R024
SHIP VIA: Best Way (Shippers Option)

MAX
NET AMT

UNDEFINED

ACRN AH
CIN: M9545006RC6R024

(b)(4)

SUBCLIN 001101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001101			Lot		

FUNDING FOR CLS PACKAGE
FFP
Partial funding for CLS Package.
FOB: Destination
MILSTRIP: M6785406RCEIE21
SHIP VIA: Best Way (Shippers Option)

NET AMT

\$0.00

ACRN AG
CIN: 000000000000RWEI6RCEIE210011AA

(b)(4)

SUBCLIN 001102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001102	FUNDING FOR CLS PACKAGE FFP Partial funding for CLS Package. FOB: Destination MILSTRIP: M9545006RC64299 SHIP VIA: Best Way (Shippers Option)		Lot		
NET AMT					\$0.00
ACRN AB					\$0.00
CIN: 00000000000000006RC624990011AB					

The following have been modified:
IDC CONSTRAINTS

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	3.00		3.00	
0002	(b)(4)			
0003				
0004				
0005				
0006				

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	3.00	(b)(4)	3.00	(b)(4)

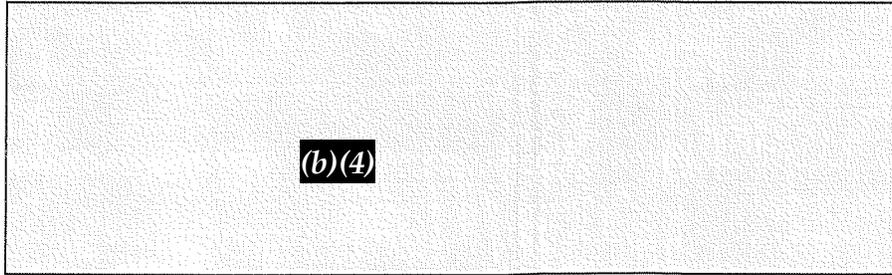
0002

0003

0004

0005

0006



SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000204:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000205:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been modified:

INSPECTION/ACCEPTANCE TERMS

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
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	Government
000202	N/A	N/A	N/A	Government
000203	N/A	N/A	N/A	Government
000204	N/A	N/A	N/A	Government
000205	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0007AA	N/A	N/A	N/A	Government
0007AB	N/A	N/A	N/A	Government
0007AC	N/A	N/A	N/A	Government
0007AD	N/A	N/A	N/A	Government
0007AE	N/A	N/A	N/A	Government
0007AF	N/A	N/A	N/A	Government
0007AG	N/A	N/A	N/A	Government
0007AH	N/A	N/A	N/A	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0010AA	Destination	Government	Destination	Government
0010AB	Destination	Government	Destination	Government
0010AC	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
001101	N/A	N/A	N/A	Government
001102	N/A	N/A	N/A	Government
0012	Destination	Government	Destination	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0015AA	N/A	N/A	N/A	Government
0015AB	N/A	N/A	N/A	Government
0015AC	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0018AA	N/A	N/A	N/A	Government
0018AB	N/A	N/A	N/A	Government
0018AC	N/A	N/A	N/A	Government

0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0021AA	N/A	N/A	N/A	Government
0021AB	N/A	N/A	N/A	Government
0021AC	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government
0024AA	N/A	N/A	N/A	Government
0024AB	N/A	N/A	N/A	Government
0024AC	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government
0026	N/A	N/A	N/A	Government
0027	N/A	N/A	N/A	Government
0027AA	N/A	N/A	N/A	Government
0027AB	N/A	N/A	N/A	Government
0027AC	N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been deleted:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-JUN-2006 TO 30-AUG-2006	N/A	N/A FOB: Destination	

The following have been added by full text:

SECTION F DELIVERABLES

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

DELIVERY INFORMATION

F.1 DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
------	---------------	----------	-----------------

0001	30 DAYS ACA – Unit 1	1.00	COMMANDER MARINE CORPS SYSTEM COMMAND, ATTN: CAPT JUAN SVENNINGSSEN 2200 LESTER STREET QUANTICO, VA 22134 DODAAC: M67854
	BY 24 JULY 2006 - Unit 2	1.00	CHINA LAKE BLDG 1 ATTN: MR. BRUCE LEAMAN 1 ADMIN CIRCLE CHINA LAKE, CA 93555-6001 20021 27 PARENT CODE: 1700 DODAAC: 200106 POC PHONE: (703) 350-8332
	8 MONTHS AFTER EXERCISE OF OPTION 0002 – Unit 3	1.00	KOLLSMAN, INC. ATTN: CAROL A. PEARSON 220 DANIEL WEBSTER HIGHWAY MERRIMACK, NH 03054-4483
0002	POP 15-Aug-2007 through 31-July-2008, (IAW Section J, Attachment 4).	203.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0003	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0004	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0005	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0006	TBD	5.00 – 300.00	TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 PROJECT CODE PG9; M ALBANY, GA 31704-5000 DODAAC: M99933
0007	AS SPECIFIED IN CDRLS	N/A	AS SPECIFIED IN CDRLS

F.2 SHIP IN PLACE

The contractor shall ship-in-place the third Laser Target Designator (LTD) unit procured under CLIN 0001. The unit shall be inspected and accepted at origin per the inspection/acceptance information in Section E within 60 days ACA and shall be shipped to the Government address stated in Section F.1 upon their request.

The following have been deleted:
DELIVERY INFORMATION

SECTION G - CONTRACT ADMINISTRATION DATA

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 000201:

Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AD

CIN: 00000000000045006RC646160002AA

Acctng Data: 17611094733 310 67854 067443 2D 4733SD

Increase: (b)(4)

Total: (b)(4)

Cost Code: 45006RC64616

SUBCLIN 000202:

Funding on SUBCLIN 000202 is initiated as follows:

ACRN: AE

CIN: 00000000000045006RC642290002AB

Acctng Data: 17611094733 310 67854 067443 2D 4733B1

Increase: (b)(4)

Total: (b)(4)

Cost Code: 45006RC64229

SUBCLIN 000203:

Funding on SUBCLIN 000203 is initiated as follows:

ACRN: AF

CIN: 0000000000000006RC642280002AC

Acctng Data: 17611094733 310 67854 067443 2D 4733 B1

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC64228

SUBCLIN 000204:

Funding on SUBCLIN 000204 is initiated as follows:

ACRN: AB

CIN: 0000000000000006RC642990002AD

Acctng Data: 17611094733 310 67854 067443 2D 4733 B4

Increase (b)(4)

Total (b)(4)

Cost Code: 00006RC64299

SUBCLIN 000205:

Funding on SUBCLIN 000205 is initiated as follows:

ACRN: AH

CIN: M9545006RC6R024

Acctng Data: 9760350 27B0 310 67854 067443 2D 010055

Increase (b)(4)

Total (b)(4)

Cost Code: 6RC6R024

CLIN 0011:

AB: 17611094733 310 67854 067443 2D 4733B4 00006RC64299 (CIN 0000000000000006RC642990011)
was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001101:

Funding on SUBCLIN 001101 is initiated as follows:

ACRN: AG

CIN: 000000000000RWEI6RCEIE210011AA

Acctng Data: 176110627A0 250 67854 067443 2D M67854 RWEI6RCEIE21

Increase: (b)(4)

Total: (b)(4)

Cost Code: RWEI6RCEIE21

SUBCLIN 001102:

Funding on SUBCLIN 001102 is initiated as follows:

ACRN: AB

CIN: 0000000000000006RC624990011AB

Acctng Data: 17611094733 310 67854 067443 2D 4733B4

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00006RC64299

The following have been modified:

CONTRACT ADMINISTRATION DATA

ACCOUNTING AND APPROPRIATION DATA

AA: 17411094733 310 67854 067334 2D 473305

COST CODE: (b)(4) RC44679

AMOUNT: (b)(4)

CIN 0000000000000006RC446790007AA: (b)(4)

AB: 17611094733 310 67854 067443 2D 4733B4

COST CODE: 00006RC64299

AMOUNT: (b)(4)

CIN 0000000000000006RC642990001:
CIN 0000000000000006RC642990011:
CIN 0000000000000006RC642990012:
CIN 0000000000000006RC624990011AB
CIN 0000000000000006RC642990002AD: (b)(4)
CIN 0000000000000006RC642990007AD
CIN 0000000000000006RC642990007AE
CIN 0000000000000006RC642990007AF
CIN 0000000000000006RC642990007AG
CIN 0000000000000006RC642990007AH
CIN 0000000000000006RC642990007AB:

AC: 17411094733 310 67854 067443 2D 473305

COST CODE: 00006RC44679

AMOUNT: (b)(4)

CIN 0000000000000006RC446790007AC: (b)(4)

AD: 17611094733 310 67854 067443 2D 4733SD

COST CODE: 45006RC64616
AMOUNT: (b)(4)
CIN 0000000000045006RC646160002AA: (b)(4)

AE: 17611094733 310 67854 067443 2D 4733B1
COST CODE: 45006RC64229
AMOUNT: (b)(4)
CIN 0000000000045006RC642290002AB: (b)(4)

AF: 17611094733 310 67854 067443 2D 4733B1
COST CODE: 00006RC64228
AMOUNT: (b)(4)
CIN 0000000000000006RC642280002AC: (b)(4)

AG: 176110627A0 250 67854 067443 2D M67854 RWEI6RCEIE21
COST CODE: RWEI6RCEIE21
AMOUNT: (b)(4)
CIN 000000000000RWEI6RCEIE210011AA: (b)(4)

AH: 9760350 27B0 310 67854 067443 2D 010055
COST CODE: 00006RC6R024
AMOUNT: (b)(4)
CIN M9545006RC6R024: (b)(4)

SECTION I - CONTRACT CLAUSES

The following included by reference have been revised:

52.215-19	Notification of Ownership Changes	OCT 1997
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.244-6	Subcontracts for Commercial Items	DEC 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

ATTACHMENT (1): Performance Specifications for the United States Marine Corps Laser Target Designator (LTD)

ATTACHMENT (2): DD1423 Contract Data Requirements List (CDRLs) – REVISED BY MODIFICATION P00003

ATTACHMENT (3): DD254 Contract Security Classification Specification –ADDED BY MODIFICATION P00004

ATTACHMENT (4): Kollsman Letter No.CP-06016, Rough Order of Magnitude Pricing for Low Light Camera and CLIN 0002 Delivery Schedule, dated 17 August 2006 --ADDED BY MODIFICATION P00005

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 08-Sep-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050		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) KOLLSMAN, INC CAROLA PEARSON 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03054-4483				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6001		
				X 10B. DATED (SEE ITEM 13) 26-May-2006		
CODE 89944		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. 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 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 checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: siddiq061609 The purpose of this modification is to: (1) Add funding for CLIN 0011AB in the amount of [redacted] on ACRN AB, and (2) Deobligate funding from CLIN 000204 in the amount of [redacted] on ACRN AF. All other terms and conditions remain unchanged.						
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) MARY L SCHUCK / CONTRACTING OFFICER TEL: 703-432-4072 EMAIL: marylee.schuck@usmc.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 07-Sep-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

ourSUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The unit of issue Each has been added.

SECTION G - CONTRACT ADMINISTRATION DATA

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)

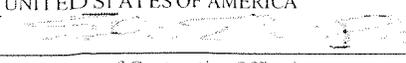
SUBCLIN 000203:

AF: 17611094733 310 67854 067443 2D 4733B1 00006RC64228 (CIN 000000000000000006RC642280002AC) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001102:

AB: 17611094733 310 67854 067443 2D 4733B4 00006RC64299 (CIN 000000000000000006RC624990011AB) was increased by (b)(4) from (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	5
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 01-Oct-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CODE SGM026-14SSS QUANTICO VA 22134-6050		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) KOLLSMAN, INC STEWART COHEN 220 DANIEL WEBSTER HIGHWAY MERRIMACK NH 03054-4483				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-06-C-6001		
				X 10B. DATED (SEE ITEM 13) 26-May-2006		
CODE 89944		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. 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)						
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.						
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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)(3), Mutual Agreement of the Parties.						
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: siddiqi061492 The purpose of this modification is to transfer the accountability of Government Furnished Property (GFP) from U.S. Army Contract W58RGZ-04-P-0315 to U.S. Marine Corps Contract M67854-06-C-6001. This modification: (1) Incorporates a list of the GFP being transferred as Attachment 4 and incorporates Army Modification W58RGZ-04-P-0315-P00004 transferring ownership of the GFP from the U.S. Army to the U.S. Marines Corp as Attachment 5 in Section J, (2) Adds paragraph H.8, Government Furnished Property, in Section H, and (3) Adds FAR Clause 52.245-2, Government Property (Fixed-Price Contracts) in Section I. In consideration for the provision of GFP, the contractor shall be responsible for the storage and maintenance of all GFP provided under this contract, at no additional cost to the Government. The total contract value remains unchanged as a result of this modification. All other terms and conditions remain unchanged. 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) EDWIN E WRIGHT / CONTRACTING SPECIALIST TEL: 703-432-4284 EMAIL: wrightee@mcsc.usmc.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 26-Sep-2006	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been deleted:

CONTRACT ADMINISTRATION DATA

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS

H.1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

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

H.2 CONTRACT CHANGES

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

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

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

H.3 CONTRACTOR ACCESS TO DEPARTMENT OF DEFENSE (DOD) SUPPLY SYSTEM

(a) The contractor shall have direct access to the DoD supply system; however, use of this system is not mandatory for the contractor. The contractor shall purchase parts, components and material without the DoD supply system as much as possible. If the DoD supply system is to be utilized in ordering components, the contractor shall obtain direct electronic access through the Defense Automated Addressing System Center (DAASC), via the Defense Contract Management Agency (DCMA). The DAASC will provide procedures and software for electronic requisition submission. The contractor is responsible for electronically submitting requisitions directly to the DoD supply system, maintaining status, receiving billing from the source of supply, and providing direct payment to the Defense Financial Accounting Service (DFAS).

(b) The Government shall not be held liable or responsible for any deficiencies and delays of any purchase parts, components and material received through the DoD supply system; nor, is the contractor absolved from meeting the required delivery schedule as a result of deficiencies or delays. All original terms and conditions regarding receipt and acceptance of the deliverables of this contract remain in effect.

(c) Title to all property acquired by the contractor through the DoD supply system shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government Furnished Property", as distinguished from "Government Property". The provisions of the clause entitled "Government Property", except its paragraphs (a) and (b), shall apply to all property acquired by the contractor through the DoD supply system.

H.4 EXERCISE OF OPTIONS

a. Each CLIN or SubCLIN (SLIN) designated as an "OPTION" item in Section B of this contract shall be provided only in the event such option Sub-CLIN is exercised by the Contracting Officer. All option items are free-standing options which are not dependent upon the prior exercise, concurrent exercise, or subsequent exercise of any other Option CLIN. The Government reserves the right to exercise the Option CLINs in full or partial increments. All options shall be exercised, if at all, by written or telegraphic notice signed by the Contracting Officer and sent within the option period(s) specified below:

ITEM(s):	OPTION EXERCISE PERIOD:
0002	From Contract Award up to 12 MACA
0003	From Contract Award up to 24 MACA
0004	From Contract Award up to 36 MACA
0005	From Contract Award up to 48 MACA
0006	From Contract Award up to 60 MACA

H.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer shall designate a Contracting Officer's Representative (COR) to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and the technical liaison with the contractor. The COR IS NOT authorized to change the scope of the work or specifications as stated in the contract, to make any commitments or otherwise obligate the government or authorize any changes which may affect the contract price, delivery schedule, period of performance, or other terms and conditions.

H.6 NON-PERSONAL SERVICES

The inherent nature of the services in this contract and the manner in which it is provided does not require Government direction nor supervision of contractor employees in order to adequately protect the Government's interest and retain control of the function. The Government does not prepare work schedules for contractor employees, nor does it supervise or control the method by which the contractor performs the service. The Government does not determine the number of people employed nor define the specific duties of individual employees. Contractor employees shall not be used interchangeably with Government personnel to perform the same function nor be integrated into the Government's organizational structure. The Contracting Officer retains all key management decisions which all for the exercise of personal judgment and discretion on behalf of the Government.

H.7 CONTRACT PERFORMANCE IN A CRISIS SITUATION

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

- A. During a crisis situation, contractor personnel will be expected to deploy with units employing the subject equipment. All administrative aspects in preparation for deployment will be executed in accordance with MCO P12304.1, the Contractor Engineering and Technical Services Personnel Manual, (CETS MAN).
- B. The Government will facilitate the establishment of required lines of communication to allow the Contractor to communicate with locations necessary to perform the requirements of this Statement of Work.
- C. Per the CETS MAN, DoD Instruction 3020.37, Continuation of Essential DoD Contractor Services During Crises, and DoD Instruction 1000.1, Identity Cards Required by the Geneva Conventions, the Government will supply the Contractor with the appropriate and necessary credentials and status for performance of the contract in a crisis situation, to include consideration of applicable matters of international law and treaties. Contractor personnel in a crisis situation theater shall comply with the Conduct requirements of the CETS MAN and the cognizant Commander's regulations and orders pertaining to non-combatant personnel. The FSR shall report to the Contracting Officer's Representative (COR) or the PCO.
- D. Contractor personnel will provide technical input and analysis for Government contingency plans when directed by the COR or PCO.
- E. Contractor personnel deployed to a theater of operations are subject to the Uniform Code of Military Justice (UCMJ) when serving with or accompanying an armed force only "in time of war" as declared by Congress. Retired members of the military may be subjected to action under the UCMJ without a congressionally declared war. Contract Personnel may have administrative privileges suspended for disciplinary infractions or improper conduct.
- F. Contractors shall request guidance from Government media operations center if and when reporters seeking interviews or information on their participation in the mission/operation approach them.
- G. The Contractor shall take all necessary administrative actions required to prepare its personnel for a crisis situation deployment. Some examples of these actions are:
- Inform its employees of their responsibility to adhere to all guidance and orders issued by the theater commander, or his representative, regarding possession, use, safety and accountability of weapons.
 - Assist its employees to obtain the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operation.
 - Obtain all passports, visa, or other document necessary to enter or exit any areas identified by the PCO.
 - Assist its employees in obtaining security clearances applicable to the level required for performance in the theater of operations.
 - Assist its employees in obtaining a complete physical evaluation equal to that similarly assigned government personnel must pass. Medical requirements shall be completed prior to arrival at the point of debarkation or prior to direct deployment with the unit.
- H. Definitions of Terms:
- "Contractor Personnel" includes all agents, employees, and subcontractors of the prime contractor
 - "Crisis Situation," per DoD Instruction 3020.37, means any emergency so declared by the National Command Authority or the overseas combatant commander, whether or not U.S. Armed Forces are involved, minimally encompassing civil unrest or insurrection, civil war, civil disorder, terrorism hostilities build-up, wartime conditions, disasters, or international conflict presenting a serious threat to DoD interests.
- I. To the extent the contractor is unable to obtain or retain the services of qualified personnel to perform in the crisis situation theater, the contract shall not be terminated for default. Every reasonable effort shall be made by the contractor to provide uninterrupted services of qualified personnel.

H.8 GOVERNMENT FURNISHED PROPERTY

The Government Furnished Property (GFP) being provided to the contractor solely for use in the performance of this contract is listed in Attachment 4, Section J.

Only the property listed in the quantity specified in Attachment 4 will be furnished by the Government. All other property required in the performance of this order shall be furnished by the contractor. Such GFP is furnished "as is" and shall be resident at the contractor's facility throughout the period of performance of this contract at no additional cost to the Government.

The Contractor shall promptly notify the Contracting Officer in writing of any property that is excess to the needs of the Contractor to complete performance of the contract/ order. The Contractor shall dispose of such items as directed

or authorized by the Contracting Officer. Contractors are responsible and liable for the Government material in their possession pursuant to FAR 52.245-2, as applicable.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

ATTACHMENT (1): Performance Specifications for the United States Marine Corps Laser Target Designator (LTD)

ATTACHMENT (2): DD1423 Contract Data Requirements List (CDRLs) – REVISED BY MODIFICATION P00003

ATTACHMENT (3): DD254 Contract Security Classification Specification –ADDED BY MODIFICATION P00004

ATTACHMENT (4): Government Furnished Property (GFP) list, Appendix A to Contract W58RGZ-04-P-0315 dated 12 May 2004 – ADDED BY MODIFICATION P00007

ATTACHMENT (5): Army Modification W58RGZ-04-P-0315-P00004 – ADDED BY MODIFICATION P00007

(End of Summary of Changes)