

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A5		PAGE OF PAGES 1 58	
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-07-D-1012		3. EFFECTIVE DATE 20 Sep 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MARCORSYSCOM IWS ATTN: MATTHEW.HOWES@USMC.MIL 2200 LESTER STREET QUANTICO VA 22134		CODE M67854	6. ADMINISTERED BY (If other than Item 5) DCMA MANCHESTER 2 WALL STREET MANCHESTER NH 03101-1518		CODE S3319A		SCD: B
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) INSIGHT TECHNOLOGY INC. MICHAEL JEAN 3 TECHNOLOGY DRIVE LONDONDERRY NH 03053			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days		
CODE 0B107			FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							\$0.00
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-07-R-1012-0007 REF: JC/07-038 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER DAVE MARR / CONTRACTING OFFICER TEL: 703-432-3724 EMAIL: david.r.marr@usmc.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 20-Sep-2007	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0100	IWNS I2 FFP IWNS I2 Shall be over-packed with lens covers, soft carry case, operator's manual, battery cassettes (if necessary), batteries, adapters as required for mechanical/optical interfaces, lens cleaning kit, mount, anti-reflection device (if applicable), laser protection device (if applicable), and standard commercial warranty. Additionally, all Government approved technical data shall be delivered concurrently FOB Destination - Best Commercial Practice within 30 (objective) - 50 (threshold) calendar days after receipt of order to a CONUS location FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0100AA		UNDEFINED	Each	(b)(4)	UNDEFINED

IWNS I2

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing.

Prices listed in this SCLIN are valid for 365 days from date of award.

1-100

101-1000

1001-3000

3001-5000

5001-8000

8001-10000

10001 & up

FOB: Destination

MFR PART NR: 39114545

(b)(4)

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101		UNDEFINED		UNDEFINED	UNDEFINED

CLS

FFP

Contractor Logistics Support

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101AA		UNDEFINED	Each	(b)(4)	UNDEFINED

CLS Major Repairs

FFP

Contractor Logistics Support. In accordance with section 3.4.4 of the SOW.

Prices listed in this SCLIN are valid for 365 days from date of award.

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101AB		UNDEFINED	Each	(b)(4)	UNDEFINED

CLS Moderate Repairs

FFP

Contractor Logistics Support. In accordance with section 3.4.4 of the SOW.

Prices listed in this SCLIN are valid for 365 days from date of award.

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101AC		UNDEFINED	Each	(b)(4)	UNDEFINED

CLS Minor Repairs

FFP

Contractor Logistics Support. In accordance with section 3.4.4 of the SOW.

Prices listed in this SCLIN are valid for 365 days from date of award.

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0200		UNDEFINED		UNDEFINED	UNDEFINED

IWNS I2 - Contract Year 2

FFP

IWNS I2 Shall be over-packed with lens covers, soft carry case, operator's manual, battery cassettes (if necessary), batteries, adapters as required for mechanical/optical interfaces, lens cleaning kit, mount, anti-reflection device (if applicable), laser protection device (if applicable), and standard commercial warranty.

Additionally, all Government approved technical data shall be delivered concurrently FOB Destination - Best Commercial Practice within 30 (objective) - 50 (threshold) calendar days after receipt of order to a CONUS location

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0200AA		UNDEFINED	Each	(b)(4)	UNDEFINED

IWNS I2 (For Contract Year2).

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing.

Prices listed in this SCLIN are valid for 365 days from date of award.

1-100

101-1000

1001-3000

3001-5000

5001-8000

8001-10000

10001 & up

FOB: Destination

MFR PART NR: 39114545

(b)(4)

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201		UNDEFINED		UNDEFINED	UNDEFINED

CLS - For Contract Year 2

FFP

Contractor Logistics Support (For Contract Year 2).

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201AA	CLS Major Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0101AA FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201AB	CLS Moderate Reparis FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0101AB FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201AC	CLS Minor Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0101AC FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0300	IWNS I2 - Contract Year 3 FFP IWNS I2 Shall be over-packed with lens covers, soft carry case, operator's manual, battery cassettes (if necessary), batteries, adapters as required for mechanical/optical interfaces, lens cleaning kit, mount, anti-reflection device (if applicable), laser protection device (if applicable), and standard commercial warranty. Additionally, all Government approved technical data shall be delivered concurrently FOB Destination - Best Commercial Practice within 30 (objective) - 50 (threshold) calendar days after receipt of order to a CONUS location FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0300AA		UNDEFINED	Each	(b)(4)	UNDEFINED

IWNS I2 (For Contract Year 3).

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing.

Prices listed in this SCLIN are valid for 365 days from date of award.

1-100 (b)(4)

101-1000

1001-3000

3001-5000

5001-8000

8001-10000

10001 & up

FOB: Destination

MFR PART NR: 39114545

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301		UNDEFINED		UNDEFINED	UNDEFINED

CLS - Contract Year 3

FFP

Contractor Logistics Support (For Contract Year 3).

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301AA	CLS Major Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0201AA FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301AB	CLS Moderate Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0201AB FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301AC		UNDEFINED	Each	(b)(4)	UNDEFINED

CLS Minor Repairs

FFP

Contractor Logistics Support. In accordance with section 3.4.4 of the SOW.

Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0201AC

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0400		UNDEFINED		UNDEFINED	UNDEFINED

IWNS I2 - Contract Year 4

FFP

IWNS I2 Shall be over-packed with lens covers, soft carry case, operator's manual, battery cassettes (if necessary), batteries, adapters as required for mechanical/optical interfaces, lens cleaning kit, mount, anti-reflection device (if applicable), laser protection device (if applicable), and standard commercial warranty.

Additionally, all Government approved technical data shall be delivered concurrently FOB Destination - Best Commercial Practice within 30 (objective) - 50 (threshold) calendar days after receipt of order to a CONUS location

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0400AA		UNDEFINED	Each	(b)(4)	UNDEFINED

IWNS I2 (For Contract Year 4).

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing.

Prices listed in this SCLIN are valid for 365 days from date of award.

1-100 (b)(4)

101-1000

1001-3000

3001-5000

5001-8000

8001-10000

10001 & up

FOB: Destination

MFR PART NR: 39114545

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401		UNDEFINED		UNDEFINED	UNDEFINED

CLS - Contract Year 4

FFP

Contractor Logistics Support (For Contract Year 4).

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401AA	CLS Major Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0301AA FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401AB	CLS Moderate Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0301AB FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401AC		UNDEFINED	Each	(b)(4)	UNDEFINED

CLS Minor Repairs

FFP

Contractor Logistics Support. In accordance with section 3.4.4 of the SOW.

Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0301AC

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0500		UNDEFINED		UNDEFINED	UNDEFINED

IWNS I2 - Contract Year 5

FFP

IWNS I2 Shall be over-packed with lens covers, soft carry case, operator's manual, battery cassettes (if necessary), batteries, adapters as required for mechanical/optical interfaces, lens cleaning kit, mount, anti-reflection device (if applicable), laser protection device (if applicable), and standard commercial warranty.

Additionally, all Government approved technical data shall be delivered concurrently FOB Destination - Best Commercial Practice within 30 (objective) - 50 (threshold) calendar days after receipt of order to a CONUS location

FOB: Destination

 MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0500AA		UNDEFINED	Each	(b)(4)	UNDEFINED

IWNS I2 (For Contract Year 5).

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing.

Prices listed in this SCLIN are valid for 365 days from date of award.

1-100

101-1000

1001-3000

3001-5000

5001-8000

8001-10000

10001 & up

FOB: Destination

MFR PART NR: 39114545

(b)(4)

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0501		UNDEFINED		UNDEFINED	UNDEFINED

CLS - Contract Year 5

FFP

Contractor Logistics Support (For Contract Year 5).

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0501AA	CLS Major Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0401AA FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0501AB	CLS Moderate Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0401AB FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0501AC	CLS Minor Repairs FFP Contractor Logistics Support. In accordance with section 3.4.4 of the SOW. Prices listed in this SCLIN are valid for 365 days from the last day of valid prices in SCLIN 0401AC FOB: Destination	UNDEFINED	Each	(b)(4)	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0600	Training Related Travel FFP Training related travel inclusive of lodging and transportation for CONUS locations and OCONUS locations (Okinawa, Japan & Kanoche Bay, HI) in accordance with current Joint Travel Regulations (JTR). All costs will be determined at the time of award of each individual Delivery Order. FOB: Destination	UNDEFINED	Each	UNDEFINED	UNDEFINED
MAX NET AMT					UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0700		UNDEFINED	Each	(b)(4)	UNDEFINED

Training - On Site

FFP

The contractor shall conduct appropriate training for the New Equipment Training Team (NETT) within Thirty (30) calendar days of award of the Delivery Order.

In accordance with Paragraph 3.5.1 of the Statement of Work, the training shall meet the following criteria: "Locations: CONUS locations and OCONUS locations (Okinawa, Japan & Khoe Bay, HI)

Preferred method: lecture, demonstration, and application

Class size of up to 20 Government contractor personnel (NETT)

Length of training not to exceed 8 hours

Training shall be based on the contractor's Operator and Technical Manual

DI-SESS-81523B, Training Conduct Support Document -- Lesson Plan, Trainee Guide, Instructional Visual Aids

Prices in this CLIN are valid for the life of the contract.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0800		UNDEFINED	Each	UNDEFINED	UNDEFINED

CDRLs

FFP

CDRLs

The contractor shall furnish Contract Data Requirements Lists (CDRLs).

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0800AA		UNDEFINED	Each	(b)(4)	UNDEFINED

CDRL F0001 - Technical Manual
FFP

The contractor shall furnish the Operations Technical Manual no later than Fifteen (15) calendar days prior to delivery of the first system in accordance with Section C, paragraph 3.4.7.2 of the Statement of Work.

Prices in this SCLIN are valid for the life of the contract.
FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801		UNDEFINED	Each	UNDEFINED	UNDEFINED

Additional Components - Spares
FFP

Each Additional Component listed below in SLINs 0801AA-0801AM has pricing valid for the life of the contract. The Government may purchase any, all, or none of the items listed.
FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AA		UNDEFINED	Each	(b)(4)	UNDEFINED

Night Sight

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.

1-100

101-1000

1001-3000

3001-5000

5001-8000

FOB: Destination

MFR PART NR: 39108200-2

(b)(4)

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AB		UNDEFINED	Each	(b)(4)	UNDEFINED

Lens Covers

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.

1-100

(b)(4)

101-1000

1001-3000

3001-5000

5001-8000

FOB: Destination

MFR PART NR: 39111574-2

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AC		UNDEFINED	Each	(b)(4)	UNDEFINED

Soft Carry Case

FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.

1-100

(b)(4)

101-1000

1001-3000

3001-5000

5001-8000

FOB: Destination

MFR PART NR: IWNS-182

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AD		UNDEFINED	Each	(b)(4)	UNDEFINED

Operator / Users Manual
FFP
Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.

1-100	(b)(4)
101-1000	
1001-3000	
3001-5000	
5001-8000	

FOB: Destination
MFR PART NR: D205689-085

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AF		UNDEFINED	Each	(b)(4)	UNDEFINED

Adapter for Mechanical/Optical Interface
FFP

Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.

1-100 (b)(4)

101-1000

1001-3000

3001-5000

5001-8000

FOB: Destination

MFR PART NR: 39112766-2

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AH		UNDEFINED	Each	(b)(4)	UNDEFINED

Lens Cleaning Kit
FFP
Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.

1-100	(b)(4)
101-1000	
1001-3000	
3001-5000	
5001-8000	

FOB: Destination
MFR PART NR: ISM-930

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AJ		UNDEFINED	Each	(b)(4)	UNDEFINED

Anti-reflection Device
FFP
Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.

1-100	(b)(4)
101-1000	
1001-3000	
3001-5000	
5001-8000	

FOB: Destination
MFR PART NR: IWNS-402

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801AM	Rechargeable Batteries FFP Set consists of one battery for operating and one extra load. Unit Pricing applies to the number of units purchased per individual Delivery Order in accordance with the following stepladder pricing. Prices in this SCLIN are valid for the life of the contract.	UNDEFINED	Each	(b)(4)	UNDEFINED
	1-100 101-1000 1001-3000 3001-5000 5001-8000 FOB: Destination MFR PART NR: DL123ABK	(b)(4)			
				MAX NET AMT	UNDEFINED

SECTION BMINIMUM AND MAXIMUM PURCHASEB.1. IDIQ CONTRACT

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract utilizing Firm Fixed Price Delivery Orders. The period of performance under this contract shall be five (5) years from the date of contract award. Performance shall be made only as authorized by delivery orders issued in accordance with the ordering clause of this contract.

B.2. SUPPLIES/PRICE COSTS

The contractor shall furnish all personnel, facilities, support and management necessary to provide the items specified herein.

B.3. CONTRACT LIMITATIONS

Minimum Contract Order – The Government is obligated to purchase and the Contractor is obligated to provide all products for work as the minimum amount covered by this contract. The guaranteed minimum purchase is 25 units under CLIN 0100 for the life of the contract. The minimum for the remaining CLINs is zero.

Maximum Contract Order – The maximum purchase under this contract is 250,000 units under a combination of CLINs 0100, 0101, 0200, 0201, 0300, 0301, 0400, 0401, 0500, and 0501 for the life of the contract.

Section C - Descriptions and Specifications

NOTE:

Upon receipt of an order, properly issued in accordance with the “ordering” clause herein, the contractor shall provide IWNS I2 sights in accordance with the individual order and the Statement of Work set forth as follows:

STATEMENT OF WORKSection C

1.0 Scope

This Statement of Work (SOW) defines the effort required for procurement and delivery of an Individual Weapon Night Sight Image Intensified (IWNS I²). This effort will be pursued as a commercial item purchase, pursuant to FAR 2.1, which provides the standard definition of a commercial item. Standard practices for “Acquisition of Commercial Items,” as set forth in FAR 12.201, will be applied throughout the process. Additionally, the Contractor shall provide the requisite program management and logistics support to ensure that delivery schedules, performance requirements, and overall supportability of the IWNS I² system is accomplished as set forth in the contract.

2.0 Applicable Documents The documents listed in paragraphs 2.1, 2.2 and 2.3, form a part of this SOW to the extent specified herein. The most recent revision of the referenced document at the time of contract shall be used unless otherwise specified. In the event of conflict between the applicable documents and this SOW, this SOW shall take precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.1 Military Standards (MIL-STD) and Specifications - Mandatory Compliance.

PD- IWNS I ² -002	Purchase Description for IWNS I ²
MIL-STD-129P (3)	Military Marking for Shipment and Storage
MIL-STD-130M	Identification Marking of U.S. Military Property
MIL-STD-882D	System Safety
MIL-STD-2073-1D(1)	DoD Standard Practice for Military Packaging
MIL-STD-196E	Joint Electronics Type Designation System

2.2 Military Standards and Specifications - Guidance Only.

MIL-PRF-29612B NOT1	Training Data Products
MIL-PRF-49506	Logistics Management Information

2.3 Handbooks - Guidance Only.

MIL-HDBK-502 NOT 1	Acquisition Logistics
MIL-HDBK-512A	Parts Management
MIL-HDBK-1221(3)	Evaluation of Commercial off-the- Shelf (COTS) Manuals
MIL-HDBK-29612-2A (Part 1 Of 5 Parts)	Guidance For Acquisition Of Training Data Products And Services
MIL-HDBK-61A	Configuration Management Guidance

www.tecom.usmc.mil Follow this link to the Systems Approach to Training Manual.

3.0 Requirements The Contractor shall accomplish delivery of the specified number of IWNS I² systems set forth under the contract. A corresponding delivery schedule is provided within the contract for continental United States (CONUS) delivery sites. The Contractor shall ensure that stated performance capabilities of the IWNS I² are certified with test reports.

3.1 Program Management. The Contractor shall establish a management structure that ensures overall quality of the IWNS I² program, as well as assurance of compliance with the delivery schedule. A designated Program Manager (PM) shall be identified to serve as the principal representative of the Contractor throughout the contract performance. This individual shall coordinate with the USMC Infantry Weapon Systems/PM Optics all activities related to successful performance of the contract, including coordination of training schedules, interface with Marine Corps logistics activities, and conduct of appropriate meetings and reviews with Government personnel. At all times, the Program Manager shall have the responsibility for ensuring program integrity and overall contract performance. On a quarterly basis, the Contractor shall ensure that administration, logistics, financial, engineering and other task requirements pertinent to contract performance are adequately addressed (e.g. providing a dedicated Service Manager).

3.1.1 Post Award Conference. The Contractor shall host a Post Award Conference (PAC) at the Contractor's facility within 15 days after Contract Award. At a minimum, the purpose of the PAC is for the Contractor to review and demonstrate to the Government their understanding of

all requirements in the contract. The Contractor shall provide a list of any other items to be covered at the PAC. The Government will add any other items it feels necessary to cover at the PAC.

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

3.3 Environmental, Safety, and Occupational Health (ESOH).

3.3.1 System Safety. The Contractor shall provide Environmental, Safety and Occupational Health hazard data as a result of a system safety analysis conducted on the IWNS I² based on the current DoD Standard Practice for System Safety (MIL-STD-882D). As a minimum, the data shall include all identified Environment, Safety and Occupational Health hazards (including but not limited to system design, toxic chemicals, hazardous materials with associated Material Safety Data Sheets, ozone depleting substances, and intended operational use), probability and severity of the hazard, and the proposed or accomplished fix/procedure to mitigate the risk. The system safety analysis shall include the entire life cycle of the IWNS I².

3.3.2 Safety Assessment Report (SAR). The Contractor shall provide a SAR, which clearly identifies any residual risks of the IWNS I². In addition, the SAR shall include a statement that all hazards have been identified to the Government. The Government reserves the right to approve or disapprove the SAR (CDRL B001). DI-SAFT-80102B, Safety Assessment Report (SAR)

3.4 Logistics.

3.4.1 Integrated Logistic Support (ILS). The contractor shall plan and conduct an ILS program, which shall govern the management of the ILS effort. The ILS effort shall be conducted as an integral part of the process to define the range and depth of the required support, and address all applicable and related elements of logistics.

3.4.2 ILS Management Team/Integrated Product Team (ILSMT/IPT). A joint Government/contractor ILSMT/IPT shall be established to monitor the status of the ILS program implementation. The ILSMT/IPT shall provide a means for coordinating logistic matters, schedules and SOW performance, ensuring adequacy and timeliness of inputs and action, and assisting the Government ILS manager in discharging their responsibilities. Upon contract award, the joint ILSMT/IPT shall meet to establish guidelines in which to operate, develop integrated support plan (ISP), review schedule of events, and review ILS program progress.

3.4.3 Integrated Logistics Support Process. The contractor shall have a documented ILS process that identifies how the ILS elements will be used to meet the logistics support requirements for the IWNS I². The ILS process shall also assign responsibilities and establish milestones for executing the ILS program. The contractor shall describe the process, involving both the Government and the contractor, which shall be employed in planning, developing and acquiring the logistics resources for test support and operational support at all specified maintenance levels. The ILS process shall ensure the IWNS I² when fielded, will satisfy all supportability criteria. The contractor shall review and update the ISP to reflect changes emanating from program changes, reviews and other actions affecting the logistics aspects of the program. The contractor's program/process shall be available for Government review, upon request.

3.4.4 Interim Contractor Logistics Support. The contractor shall provide support and services for system unique items necessary to maintain the operational readiness of the IWNS I² for one year with four one-year options following delivery of the end item. Interim Contractor Logistics Support (ICLS) plan shall address the following:

- Parts Support
- Repair & Return
- Technical Assistance
- Maintenance Float
- Failure Reporting

3.4.4.1 Part Support. The contractor shall provide maintenance and repair parts support during the interim support period. The contractor shall determine the depth and range of repair parts to stock based on the quantities of IWNS I² that require support, estimated failure rates, long lead items list and the requirement to fill orders within seven working days of receipt of an order. Order fulfillment is receipt of part at first military entry point (original sending unit or as otherwise directed).

3.4.4.2 Repair & Return. The contractor shall repair and ship back to the owning unit within seven working days from receipt of the system by the vendor that do not exceed the one-time cost to repair (65% of the averaged acquisition cost of IWNS I²). Repairs shall be classified as minor, moderate, or major. The contractor shall define all minor and major repairs by developing a list of all possible repairs and classifying them as minor or major repairs. The contractor shall provide this list of possible major and minor repairs to the government with their proposal. The Government defines moderate repairs as two or more minor repairs. Should the estimated cost of repair exceed the one-time cost to repair, the Contractor shall notify the DCMA/PCO representative and the Marine Corps designated representative in writing within 48 hours for disposition instructions. The Contractor shall be responsible for procurement of all spares and repair parts required to accomplish the work specified in the SOW during the performance period. All parts and material used during the repair process shall meet or exceed the original specifications and technical data requirements of the applicable contracts. The contractor shall store all units and repair and spare parts in such a manner as to preclude any damage or loss. The

contractor shall turn around repaired sights within seven days. Turn around is defined as receipt at vendor to receipt at first military entry point (original sending unit or as otherwise directed).

Note: all shipping costs to include returns shall be borne by the contractor.

3.4.4.3 Technical Assistance. The contractor shall provide technical support during the interim support period to resolve troubleshooting or other technical issues.

3.4.4.4 Maintenance Float. The contractor shall maintain a maintenance float in sufficient range and depth to support the return times stated in paragraph 3.4.4.2.

3.4.4.5 Failure Reporting, Analysis, and Corrective Action System (FRACAS). The contractor shall use a closed loop failure reporting system, procedures for analysis of failures in the IWNS I² to determine cause, and documentation for recording corrective actions taken. The FRACAS shall include uniform failure reporting, and failure analysis reports and corrective actions.

3.4.5 Maintenance Planning. The contractor shall conduct maintenance planning to define optimal maintenance activities, which fully support the IWNS I² maintenance concept. The preferred concept for the IWNS I² is defined below.

3.4.5.1 Organizational Maintenance. Organizational maintenance shall consist of simple tasks performed by the user and simple repairs performed by organizational maintenance technicians. No special purpose tools or test equipment shall be required at the organizational maintenance level. Organizational maintenance shall consist of the following:

- Preventive maintenance, including visual inspection, cleaning lenses and sight body, and performing operational checks using authorized tools.
- Corrective maintenance, including replacement of collateral equipment.

3.4.5.2 Intermediate Maintenance. Intermediate maintenance shall consist of repair tasks performed by trained technicians. Repairs authorized are the continued fault isolation using standard tools and test equipment, identification and replacement of defective components, alignment (if required), and the return of the equipment to full operation with minimal downtime.

3.4.5.3 Depot Maintenance. Depot maintenance shall consist of complete repair, major overhaul, or 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 intermediate level of maintenance. The production contractor may perform depot level maintenance for those shop replacement units (SRU) unique to the IWNS I² if no organic depot capability exists.

3.4.6 Supply Support.

3.4.6.1 Provisioning Guidance Conference (PGC). The contractor shall host the PGC. The Government will clarify any provisioning issues during the evolution of the data cleansing process. The contractor shall provide and disassemble production grade equipment, as deemed necessary by the Government, during scheduled provisioning conferences to validate and verify all provisioning documentation.

3.4.6.2 Provisioning Plan. The contractor shall establish, manage, and execute a Logistics Management Information (LMI) program in accordance with MIL-PRF-49506. MIL-HDBK-502 NOT 1 may be used for additional guidance. The LMI program shall be the basis for the integration of the logistics support element, and provide the interface between the engineering and integrated logistics effort used in the systems engineering effort. The objectives of the LMI program are to provide optimum material readiness, economical logistics support, and identify/evaluate resources required to develop and manage an effective support system. All design, modification/alteration, and engineering activity shall require LMI. Provisioning status, identification of problem area(s), and necessary resolutions to problems addressed shall be discussed at each ILSMT/IPT (CDRL D0001). DI-ALSS-81529(PP), Logistics Management Information (LMI) Data Product -- Provisioning Plan

3.4.6.4 Provisioning Data. The contractor shall identify provisioning and other pre-procurement screening data to be submitted for Government screening. Provisioning and other pre-procurement screening data are used to identify existing National Stock Numbers (NSNs) for items, validate currency of an NSN, and aid in maximum use of known assets. The contractor shall develop/document Provisioning Technical Documentation to include, but not be limited to Provisioning Parts List (PPL), Long Lead Time Items List (LLTIL), Design Change Notices (DCNs) and, Engineer Data for Provisioning (EDFP). These lists shall contain the Data Products selection list. The Government at the PGC shall designate the format and medium of delivery. The frequency for submission of such lists shall also be designated at the PGC (CDRL D0002). DI-ALSS-81529 (POPS), Logistics Management Information (LMI) Data Product -- Provisioning And Other Pre-procurement Screening

3.4.6.4.1 Provisioning Parts List (PPL). The PPL shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced, and which, when combined, constitute the end item, component or assembly and shall include items such as parts and materials required for the operation and maintenance of the end item IWNS I². The PPL is a tool used to determine the range of support items required to maintain the end item for an initial period of service. This includes all repairable contractor off-the-shelf items, unless excluded by the provisioning requirements. It does not include a breakdown of Government furnished equipment. The PPL shall include items such as parts, materials, and fittings required for the operation and maintenance of the end item/equipment. The PPL shall contain repair kits and repair parts sets required to maintain the end item.

3.4.6.4.2 Design Change Notice (DCN). The contractor shall use a DCN to identify changes to Provisioning Technical Documentation which add to, delete, supersede, or modify items previously listed which are approved for incorporation into the IWNS I².

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

Technical information of items for maintenance support considerations
Item identification/descriptions necessary for:

- Cataloging actions and assignment of a National Stock Number
- Review for item entry control
- Standardization to include standardization/interchangeability
- Item management coding
- Identification/procurement of initial spares
- Preparation of allowance/issue lists

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

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

EDFP shall be submitted in hard copy. EDFP shall be marked in such a manner as to identify the proprietary rights (limited or unlimited). EDFP shall also be marked with the Provisioning Line Item Sequence Number (PLISN) in the upper right hand corner. EDFP shall NOT be provided when the item is: Identified as a Government specification or standard which completely describes the item including its dimensional, mechanical, and electrical characteristics previously cataloged/assigned an active National Stock Number with type 1 item identification.

3.4.6.5 Request for Nomenclature. The contractor shall submit information for the Request for Nomenclature directly to the Government in accordance with MIL-STD-196E for the IWNS I². This requirement is mandatory for use in type designation of communications and electronic material (CDRL D0003). DI-CMAN-81254A, Request For Nomenclature.

3.4.7 Technical Publications.

3.4.7.1 Commercial Manuals. The contractor shall provide commercial manual(s) for the IWNS I². These commercial manuals shall contain installation, operation, troubleshooting and maintenance instructions. These commercial manuals shall include a complete repair parts list (including exploded views of all assemblies and subassemblies) and special tools lists. The government will use MIL-HDBK-1221(3) as a guide for review of submitted commercial

manuals. This manual will be validated and verified by the Government. All changes resulting from val/ver will be incorporated by the Contractor at no additional expense to the Government. (CDRL F0002). DI-TMSS-80527A, Commercial-Off-The-Shelf (Cots) Manual And Associated Supplemental Data

3.4.7.2 Technical Manual Development. The contractor shall develop operations and maintenance manuals using the AN/PAS-13D operator's manual and unit and direct support maintenance manual as style guides. The manuals shall reference the commercial and military manuals associated with the specific equipment comprising the IWNS I². Additionally the contractor may use SG-1 as guidance on TM development (CDRL F0001). TMCR USMC 050004-000(SM), Technical Manual Contract Requirement -- Operations Technical Manual

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

3.4.7.4 Change Pages/Modification Instructions. The contractor shall provide change pages/modification instructions to the manuals as a result of approved changes to the baseline system. The Government requires notification of all changes and revisions to the manuals for the duration of this contract. Notice of new models/equipment, when they are available, is also required for Government information.

3.4.7.5 Quality Assurance/Quality Control. Quality Assurance/Quality Control is the responsibility of the contractor. The contractor shall ensure that the equipment publications are fully edited, reviewed, and validated to ensure compliance with specifications and are technically accurate and useable by the target audience.

3.4.7.6 Scheduling IPRs. Technical publication IPRs if required, shall be held at the contractor's or designated Government facility. The contractor shall submit an IPR schedule for review during initial Guidance Conference if applicable. IPRs will be held prior to Government acceptance. The contractor may request IPRs when assistance or clarification is desired. The Government may require and the contractor may request additional IPRs irrespective of the schedule.

3.4.7.7 Disposition of IPR Findings. Discrepancies and/or deficiencies found as the result of the IPR shall be corrected prior to the next IPR.

3.4.7.8 Verification. 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 at the Government's request. Upon completion of the verification effort, the contractor shall incorporate all verification changes and review comments.

3.4.8 Support Equipment. The contractor shall provide a listing of support equipment, which is defined as tools, and test equipment. Items currently in the Marine Corps inventory shall satisfy the requirement for support equipment. Listings of support equipment resident in the Marine Corps inventory are available from the Government upon the contractor's written request. If the contractor has determined that support equipment is not required, then an explanation is required on how and for how long the system is going to be maintained.

3.5 Training.

3.5.1 New Equipment Team Training

The Contractor shall conduct appropriate training for the Government New Equipment Training Team (NETT). The scope of the training will include IWNS I² operation, preventive maintenance checks and services, troubleshooting and corrective maintenance tasks. The training shall be of sufficient depth and include "hands-on" time with the system to ensure that NETT personnel are qualified to teach others to safely perform the above tasks in the intended operational environment. MIL-HDBK-29612-2A may be used for guidance. The following applies:

- Location: Quantico, Virginia
- Preferred method: lecture, demonstration, and application
- Class size of up to 20 Government contractor personnel (NETT)
- Length of training not to exceed 8 hours
- Training shall be based on the contractor's Operator and Technical Manual
- The contractor shall provide the government a copy of the training materials used.

DI-SESS-81523B, Training Conduct Support Document -- Lesson Plan, Trainee Guide, Instructional Visual Aids

3.5.2 Contractor Support to Government Training

The Contractor shall be responsible for providing a field service technical representative during the IWNS I² training for deploying forces. The training shall take place at a specific site to be determined by the Government. The representative shall be available to advise and make comments to support the Government NETT with respect to operation and maintenance of the equipment furnished under this contract.

The contractor shall provide a training program in accordance with MIL-PRF-29612B NOT1 and the U.S. Marine Corps Systems Approach to Training (SAT) Manual. Prior to course initiation, the contractor shall meet safety standards, which are in accordance with local, state, and federal regulations.

3.6 Supportability Demonstration:

3.6.1 The contractor shall support and the Government shall conduct a Supportability Demonstration as part of the UE. The demonstration will consist of nondestructive disassembly and assembly of unit components. The demonstration shall last no more than 8 hours.

3.6.2 The following procedures will be performed by Marines with MOS 2171 during the Supportability Demonstration:

- All PMCS
- Remove and replace all parts applicable according to vendors Operator Manual.

3.6.3. The objectives of the supportability demonstration are: Review and analyze the system design for maintainability (time or ease to perform maintenance), the need for special tools and safety while operating or maintaining the system by recording and validating the following logistics parameters for each task performed as part of the supportability demonstration. No more than one Marine shall be required for each maintenance task.

- Task time
- Tools required
- Safety of maintenance procedures
- Accuracy and completeness of the maintenance procedures and operator's equipment publications

3.6.4. The contractor shall prepare a system demonstration plan. The plan shall include an agenda for what will be covered in the time allowed. The plan shall be in the contractor's format and additional data may be added as required.

3.7 Warranty. See section H for warranty and warranty procedures.

Section D - Packaging and Marking

All items delivered in response to individual orders placed under this contract shall be packaged and marked to ensure safe arrival at destination in accordance with the following:

1.0 Packaging, Handling, Storage and Transportation. The contractor shall be responsible for preservation and packaging of the deliverables under the terms of this statement of work. Packaging data shall be developed in accordance with MIL-STD-2073-1D(1) and all appendices for the End Item and all repairable components assigned Source, Maintenance and Recoverability (SMR) Codes PA, PB, PC, PD, PE and PG. Items excluded from data development shall be those items with Contractor and Government Entity (CAGE) Code of 1T416, 21450, 83024, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, and 88044.

1.1 Preservation and Packaging. Items scheduled for domestic shipment for immediate use shall be Preserved and Packaged (P&P'd) in accordance with the best commercial practices of ASTM D3951. Items scheduled for long-term storage, as identified by the Program Manager, shall be P&P'd in accordance with the level A requirements of MIL-STD-2073-1D(1). Spare or repairable components, not declared to be Electrostatic Sensitive Devices (ESD) shall be P&P'd in accordance with the best commercial practices of ASTM D3951. Items declared to be ESD shall be P&P'd in accordance with the Level A requirements of MIL-STD-2073-1D(1), Appendix J, Table J.Ia., Specialized Preservation Code "GX and shall be packed into a reusable fast-pack container. Hazardous materials (HAZMAT) shall be P&P'd in accordance with the requirements of Federal Regulation 49CFR and the FED-STD-313D(1).

1.2 Classification and Data Development. The contractor shall classify the selected items as common, selective, or special in accordance with MIL-STD-2073-1D(1), Appendix A, paragraph A.5.1, and shall develop data as required by MIL-STD-2073-1D(1), Appendix E, paragraph E.4. The contractor shall provide logistics information sufficient for the Government to determine the adequacy of the data submitted.

1.3 Validation. The contractor shall validate preservation processing and packaging for selective and special group items in accordance with MIL-STD-2073-1D(1), Appendix F, and ASTM D4169-05, Assurance Level II, Acceptance Criteria 1, Distribution Cycle 18. Exceptions to validation requirements shall be as delineated in MIL-STD-2073-1D(1), paragraph 5.6. The contractor shall report fully all steps taken during the validation process in accordance with ASTM D4169-05, Section 16.

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

1.5 Engineering Changes. In the event an engineering change affects packaging design requirements for previously approved data, the contractor shall update the affected packaging data and submit it to the Government for approval (CDRL I0001).

DI-PACK-80120B, PRESERVATION AND PACKING DATA

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

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

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

-NSN

-MFR P/N

-S/N

3.0 PREPARATION FOR SHIPMENT

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

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

- ☐ Name and business address of the Contractor;
- ☐ Contract Number;
- ☐ Delivery Order Number;
- ☐ Date of Deliverable; and,

Receiving Party (i.e. requesting customer and Project Officer)

Section E - Inspection and Acceptance

NOTE:

All items delivered in response to individual orders placed under this contract shall be inspected and accepted at origin.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Origin	Government	Origin	Government
0100AA	Origin	Government	Origin	Government
0101	Origin	Government	Origin	Government
0101AA	Origin	Government	Origin	Government
0101AB	Origin	Government	Origin	Government
0101AC	Origin	Government	Origin	Government
0200	Origin	Government	Origin	Government
0200AA	Origin	Government	Origin	Government
0201	Origin	Government	Origin	Government
0201AA	Origin	Government	Origin	Government
0201AB	Origin	Government	Origin	Government
0201AC	Origin	Government	Origin	Government
0300	Origin	Government	Origin	Government
0300AA	Origin	Government	Origin	Government
0301	Origin	Government	Origin	Government
0301AA	Origin	Government	Origin	Government
0301AB	Origin	Government	Origin	Government
0301AC	Origin	Government	Origin	Government
0400	Origin	Government	Origin	Government
0400AA	Origin	Government	Origin	Government
0401	Origin	Government	Origin	Government
0401AA	Origin	Government	Origin	Government
0401AB	Origin	Government	Origin	Government
0401AC	Origin	Government	Origin	Government
0500	Origin	Government	Origin	Government
0500AA	Origin	Government	Origin	Government
0501	Origin	Government	Origin	Government
0501AA	Origin	Government	Origin	Government
0501AB	Origin	Government	Origin	Government
0501AC	Origin	Government	Origin	Government
0600	Origin	Government	Origin	Government
0700	Origin	Government	Origin	Government
0800	Origin	Government	Origin	Government
0800AA	Origin	Government	Origin	Government
0801	Origin	Government	Origin	Government
0801AA	Origin	Government	Origin	Government

0801AB Origin	Government	Origin	Government
0801AC Origin	Government	Origin	Government
0801AD Origin	Government	Origin	Government
0801AF Origin	Government	Origin	Government
0801AH Origin	Government	Origin	Government
0801AJ Origin	Government	Origin	Government
0801AM Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

Section F - Deliveries or Performance

NOTE:

All items included in individual orders placed under this contract shall be delivered in accordance with the schedule and destinations set forth in the individual Delivery Orders properly issued under this contract.

CLAUSES INCORPORATED BY REFERENCE

52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

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

(b) The permissible variation shall be limited to:

10 Percent increase

0 Percent decrease

This increase or decrease shall apply to total dollar values on a given delivery order not to exceed \$250.00.

(End of clause)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

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

Section G - Contract Administration Data

G.1 REQUESTS FOR PAYMENT**WAWF INSTRUCTIONS**

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

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

WAWF SUPPORT / ASSISTANCE

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

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

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

Data entry information for WAWF:

Payment Office DoDAAC: HQ0339
Issue By DoDAAC: M67854
Admin Office DoDAAC: S3319A
Inspect by DoDAAC: S3319A
Ship to DoDAAC: M67854 Extension PG13
Contract Number: M67854-07-D-1012

Direct an additional email notification of invoices to:
Contract Specialist: matthew.howes@usmc.mil
Project Officer: bryan.leahy@usmc.mil
Receiving Acceptance Officer: joseph.bernardoni@usmc.mil

POINTS OF CONTACT

Mr. John J Wahl, Procuring Contracting Officer
Phone 703-432-3568, Fax 703-432-3526
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Section H - Special Contract Requirements

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H.1. EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

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

H.2. ENGINEERING CHANGES

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

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

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

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

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

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

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

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

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

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

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

H.3. ENGINEERING CHANGE PROPOSALS

The Contractor shall submit all ECPs to the Government for review. The Government will determine if the ECP is Class I or Class II. The Contractor shall not implement Class I ECPs until approved by the Government in writing.

1.0. Configuration Management.

1.1 Change Notice. The Contractor shall submit a change notice to the Government fifteen (15) working days before implementing any Class 2 Engineering Change Proposals (ECP). The

Government will have fifteen (15) working days to review and disapprove the class designation of the ECP (CDRL B002). DI-MISC-80508A, Technical Report – Study/Services (CN)

1.2 Class 1 Engineering Change Proposals. The Contractor shall submit all Class 1 ECPs to the Government for Government approval (CDRL B003). DI-CMAN-80639C, Engineering Change Proposal (ECP)

UNAUTHORIZED CHANGES

1.0 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.

2.0 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.

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

H.4. NOTICE OF INCORPORATION OF SECTION K

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

H.5. CENTRAL CONTRACTOR REGISTRATION

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

H.6. QUALITY ASSURANCE PROGRAM.

The contractor shall establish, execute, and maintain a comprehensive Quality Assurance (QA) program in accordance with ISO9000 (or equivalent system). The QA program shall establish how the contractor will assure compliance to relevant specifications, drawings, quality

procedures, certification of operations, and workmanship standards. There shall be provisions for the establishment and maintenance of an effective corrective action and disposition system for nonconforming material. The contractor is also responsible for assuring that all supplies and services procured from suppliers conform to established requirements.

H.7. WARRANTY AND NON-WARRANTY REPAIRS

1.1. Warranty Performance System. The contractor shall establish and maintain a warranty performance system that identifies and documents all items to be warranted under this contract. Each item warranted shall be indexed and identified by serial number, model or part number, and date of acceptance by the Government. All pertinent data required for the Government to pursue warranty provisions, remedy, and relief for each item shall be maintained by the contractor for the duration of the warranty period. All warranty claims and transactions shall be documented and made available for Government review during scheduled meetings and/or reviews

1.2. Standard Commercial Warranty. The Contractor shall repair or replace the IWNS I2 if it should fail due to defects in material or workmanship during normal use for two years from the date the IWNS I2 is put into service, and for five years from the date of original shipment from vendor if the system is continually stored (shelf life). If a stored IWNS I2 is placed into service before it reaches three years of storage, it shall be covered by the normal use two year warranty. If a stored IWNS I2 is placed in to service after it reaches three years of storage, it shall be covered under warranty only for the balance of the original five year storage warranty. If a stored IWNS I2 is placed into service after five years of storage, it shall not be covered by any warranty.

1.2.1 When determining if a returned IWNS I2 is covered by warranty, the returned unit shall be jointly inspected by the Contractor and the Government. Upon joint determination of defect covered under this warranty, the Contractor shall repair and replace in the float the IWNS I2 within 7 days. The Government representative may be a DCMA agent or any other Government official appointed by the Contracting Officer.

1.3. The Government shall give written notice to Contractor within fifteen (15) days from date of discovery of the defect or within fifteen (15) days from the date of removal of the item from continuous storage, that this item is defective in order for this Warranty to apply.

1.4. Contractor's warranty does not apply to any problems or failures that arise from accident, combat damage, abuse, misuse, neglect, improper handling, improper installation or modification by other than Contractor, improper maintenance or operation or storage or repair, attempted repair by a party other than Contractor or use in an environment or in a manner or for a purpose for which the Equipment was not designed. Repair by authorized Marine Corps personnel will not void this warranty.

1.5. The Warranty on any portion of the Equipment which has been repaired or replaced by Contractor under this Warranty shall be for the balance of the original Warranty period.

1.6. Government must return the Equipment to Contractor during the warranty period, transportation prepaid, for Contractor's examination and determination that such Equipment is defective and covered by the terms of the Warranty. However, if the equipment is deployed on a ship or if in a location that the Government cannot return the equipment during the Warranty period, and the Government has properly notified the Contractor that the equipment malfunctioned during the Warranty period, Contractor will honor the Warranty as though the unit was returned during the Warranty period.

1.7. This Warranty specifically covers the IWNS I2 complete System.

2.0. Configuration Management.

Configuration Management. The contractor shall perform configuration management on the IWNS to ensure form, fit, function and interface requirements are maintained throughout the contract period. The contractor's configuration management practices shall include a parts management program that shall ensure supplier/vendor parts and components are readily available during the operation, maintenance and sustainment of the IWNS, as well as minimize parts obsolescence.

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

Parts Management. The contractor shall maintain a parts management program that will ensure the use of parts that meet contractual requirements, reduce proliferation of parts through standardization and enhance equipment reliability and supportability, and proactively manage obsolescence. During the post award conference, or within 30 days after contract award, the contractor shall make the parts management plan and/or procedure available for Government review. The contractor can utilize MIL-HDBK-512 as a guide for developing and maintaining a parts management program.

Functional Baseline. The functional baseline will be established upon successful completion of the User Evaluation (UE) which will determine whether the requirements of the Performance Specification have been achieved. The Government's control of the functional baseline will focus on maintaining the performance, interface and interoperability requirements throughout production.

Physical Baseline. Following completion of the UE, a joint Government-contractor verification between the IWNS used for the conduct of the UE and contractor documentation used to document the IWNS configuration, such as drawings, commercial item descriptions,

vendor item description, source control documents, shall be used to conduct a physical configuration audit. Once verification of the contractor's documentation is completed, the product baseline will be established. This will establish the IWNS physical configuration and the IWNS product baseline for which the remaining IWNS's will be produced.

Control/Accountability. The contractor shall maintain control and accountability of the product baselines. The contractor shall notify the Government of any changes to established baselines that affect form, fit, function or interface throughout performance of this contract.

Change Control. The contractor shall maintain control of IWNS product baselines throughout the contract period. The contractor shall notify the Government of any changes impacting form, fit, function, interfaces, interchangeability, interoperability and parts management. The notification shall include a change impact analysis that assesses alternate solutions to determine what action is in the best interest of the Government. Additionally, notification information shall include enclosures and figures that identify and define the effect on technical manuals (TMs) including draft TM page changes, packaging data, testing supportability, interoperability/interchangeability, lifecycle costs, maintainability, reliability, environmental (to include identification of any ozone depleting substances) safety and health (ESH) and retrofit information. Sufficient supporting data to evaluate the proposed or requested change, such as engineering drawings, sketches, specifications, or manufacturing data sheets, shall also be submitted as supplemental information.

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

Configuration Status Accounting (CSA). All baselines and changes shall be documented in the contractor's configuration status accounting (CSA) database. The contractor's CSA system shall permit acceptance of commercial product information; however, if requirements to report data outside of the contractor's CSA database or format exist, the information may be delivered as a supplement to prevent disruption to their existing system. The contractor's CSA system shall reconcile any differences between the supplier information and contractor practices to provide the Government with clear accountability of product information. Additionally, the CSA system shall provide a reliable source of configuration information to support IWNS activities, including program management, systems engineering, logistics support, and modification/maintenance actions.

H.8. ORGANIZATIONAL CONFLICT OF INTEREST

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

contract. The Contractor further understands and agrees that it will not be allowed to be a subcontractor or consultant to a supplier of a system or any major components thereof, or training related thereto, for which the Contractor provides technical support and management assistance under this contract.

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

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

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

5.0. Any subcontractor, which performs any work relative to this contract, shall be subject to paragraphs A through D above.

6.0. The Contractor agrees to notify any subcontractor, which, pursuant to paragraph E above, is subject to paragraphs A through D above that it is so subject.

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 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
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-26	Equal Opportunity	APR 2002
52.222-26 Alt I	Equal Opportunity (Apr 2002) - Alternate I	FEB 1999
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
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-8	Duty-Free Entry	FEB 2000
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (May 2004) - Alternate II	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	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
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.235-7000	Indemnification Under 10 U. S. C. 2354 Fixed Price	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

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52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for **five (5) years from the date of award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity of 25 systems required by this contract, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 250,000 sights;

(2) Any order for a combination of items in excess of 250,000 sights; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2012.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001) ALTERNATE I (DEC 2001)

Notice: The following term(s) of this clause are waived for this contract: N/A

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

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

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

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

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established recall lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

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

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

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

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

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

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

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

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

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

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

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

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

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

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

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

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

- (a) Attachment one: CDRL's
- (b) Attachment two: Purchase Description