

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81E0H9WAR0004		PAGE 1 OF 18	
2. CONTRACT NO. W91CRB-09-P-0093		3. AWARD/EFFECTIVE DATE 23-Apr-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER W91CRB-09-T-0030	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KIM MCCARTHY		b. TELEPHONE NUMBER (No Collect Calls) 410-278-2873		6. SOLICITATION ISSUE DATE 13-Jan-2009	
9. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 750 NAICS: 334220		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A7	
TEL: FAX:						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR THALES COMMUNICATIONS, INC. 22605 GATEWAY CENTER DRIVE CLARKSBURG MD 20871-2001		CODE 23386		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS, DFAS ROCK ISLAND/JAIQBAC P.O BOX 182316, ATTN: ROCK ISLAND COLUMBUS OH 43218-2316		CODE S19130	
TEL. 240-864- (b) (4)		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,186,150.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Kathryn J Bankerd</i>		23-Apr-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KATHRYN J. BANKERD / CONTRACTING OFFICER TEL: 410-278-0864 EMAIL: Kathy.Bankerd@us.army.mil			

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

PAGE 2 OF 18

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

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

Mounted Soldier Cordless Communication FFP

Mounted Soldier Cordless Communication System

Contractor's proposal dated (b) (4) is incorporated by reference.

The contractor may invoice against this CLIN at the completion of:

Hardware delivery (b) (4)

Completion of project (b) (4)

FOB: Destination

PURCHASE REQUEST NUMBER: W81E0H9WAR0004

NET AMT \$3,186,150.00

ACRN AA \$3,186,150.00
CIN: W81E0H9WAR00040001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

ACCOUNTING AND APPROPRIATION DATA

AA: 21 9 2040 0000 9-1D-IDD3 P654827 - 255Y MDEP-RJS1 JO-NO:9S5312 CCM: 745L00 MIPR9BDATS0242 S19130
AMOUNT: \$3,186,150.00
CIN W81E0H9WAR00040001: \$3,186,150.00

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2008

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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

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

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

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

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

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

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

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

___ (4) [Removed].

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

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

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

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

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

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

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

x (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

x (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns(SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

x (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

x (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

(ii) Alternate I (AUG 2007) of 52.222-50.

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

(26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

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

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

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

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a nonrepeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	
item No.	Item description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph(c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current partnumber is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification underparagraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).
- (6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

- (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) Alternate I (MAR 2000) of 252.247-7023.
- (iii) Alternate II (MAR 2000) of 252.247-7023.
- (iv) Alternate III (MAY 2002) of 252.247-7023.
- (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING OFFICE (AUG 1999)

a. The Contracting Office representative is:

Name: Kim McCarthy
 Organization Code: RDECOM CC
 Telephone Area Code and Number: 410-278-2873
 FAX: 410-306-3712
 Email: kim.mccarthy@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information: DFAS Columbus DFAS-Rock Island/JAIQBAC
PO Box 182316 ATTN: Rock Island
Columbus, OH 43218-2316

Telephone Inquiries: 888-332-7742

FAX: 877-426-4270

52.0000-4955 WIDE AREA WORKFLOW (WAWF) INFORMATION/INSTRUCTIONS (13 February 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", RDECOM Acquisition Centers use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and receipt/acceptance documents electronically.

The contractor is required to use WAWF-RA when processing invoices and receiving reports under this order. Submission of hard copy DD250/invoices will no longer be accepted for payment.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>

IMPORTANT INFORMATION:

Please submit your invoice/receiving report in WAWF when you ship your items. We have nothing to receive your shipment against if the information has not been submitted in WAWF when your delivery arrives.

Include the Purchase Request Number in the Line Item Description. You will find it under the Line Item Description on this order.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES THROUGH WAWF.

- Invoice and Receiving Report Combo (Supplies, OR Supplies And FFP Services)
- Invoice as 2-in-1 (Services Only)
- Cost Voucher (all Cost or T&M)

Vendor Cage Code: 23386

Pay DoDAAC: HQ0303

Issue Office DoDAAC: W91CRB

Admin DoDAAC: W91CRB

Ship To DoDAAC: See Award

Inspect DoDAAC: See Award

Accept DoDAAC: See Award

WAWF will prompt asking for "additional e-mail submission" after clicking "SIGNATURE". Enter the following e-mail addresses to expedite the routing process of the invoice.

(b) (6)

The paying office DoDAAC and mailing address will be located on the front of your award. You can track your payment information on the DFAS website at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>. Your purchase order/contract number or invoice will be required to inquire about status of your payment.

Questions concerning payment should be directed to the payment office identified in the contract. Please have your Contract number and invoice ready when calling about payment status

END OF STATEMENT

SPECIAL INSTRUCTIONS

List of Attachments

1. Statement of Work
2. Performance Specification
3. DD254 Security Form

Incorporated By Reference

- (1) Contractor's proposal

Delivery Schedule

Period of Performance from date of award through 30 September 2010
Delivery of contractor tested systems required by 01 December 2009

All of the government test will be conducted during fiscal year 2010. Government test support includes development test (DT) (180 days) and limited user test (LUT) (66 days).

Contracting Point of Contact

Kim McCarthy
410.278.2873
kim.mccarthy@us.army.mil

Contracting Officer's Representative

(b) (6)

(b) (6)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81E0H9WAR0004		PAGE 1 OF 32	
2. CONTRACT NO. W91CRB-09-P-0093-P00005		3. AWARD/EFFECTIVE DATE 23-Apr-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER W91CRB-09-T-0030	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KIM MCCARTHY		b. TELEPHONE NUMBER (No Collect Calls) 410-278-2873		6. SOLICITATION ISSUE DATE 13-Jan-2009	
9. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 750 NAICS: 334220		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A7	
TEL: FAX:						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR THALES COMMUNICATIONS, INC. 22605 GATEWAY CENTER DRIVE CLARKSBURG MD 20871-2001 TEL. 240-864- (b) (4)		CODE 23386 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS - HQ0303 DFAS-ROCK ISLAND/JA IQBAC ATTN: ROCK ISLAND PO BOX 182316 COLUMBUS OH 43218-2316		CODE HQ0303	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,236,150.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED 23-Apr-2009		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Russell Shockley / Contract Specialist TEL: EMAIL: evan.r.shockley@us.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 32	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER						
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
					42b. RECEIVED AT (<i>Location</i>)	
					42c. DATE REC'D (<i>YY/MM/DD</i>)	
					42d. TOTAL CONTAINERS	

**STATEMENT OF WORK
(SOW)

FOR

MOUNTED SOLDIER (MS)

DISPLAY SYSTEM

CORDLESS SYSTEM

COOLING SYSTEM**

Ver 2, 6 Jun 2009

Prepared by
US Army
Project Manager for Soldier Warrior

TABLE OF CONTENTS

1.0	SCOPE	2
1.1	System Description.....	2
2.0	APPLICABLE DOCUMENTS	2
2.1	General.....	2
2.2	Government Documents for Guidance.....	3
2.3	Non-Government Documents.....	3
2.4	Order of Precedence and Criticality of Requirements	3
3.0	REQUIREMENTS	4
3.1	General Tasks	4
3.2	Program Management.....	4
3.2.1	Integrated Product and Process Development (IPPD).....	4
3.2.2	Integrated Data Environment (IDE)	4
3.2.3	Post Award Conference (PAC).....	5
3.2.4	Integrated Program and Technical Progress Review.....	5
3.3	System Development.....	5
3.3.1	Configuration Management (CM).....	6
3.3.1.1	Functional Baseline (FBL) Management.....	6
3.3.1.2	Allocated Baseline (ABL) Management.....	6
3.3.1.3	Product Baseline (PBL) Management	6
3.3.2	Producible Designs	6
3.3.3	Quality Assurance.....	6
3.3.4	Reliability	6
3.3.4.1	High Accelerated Life Test for Video Switch Box.....	7
3.3.4.2	Failure Mode Effects and Criticality Analysis (FMECA).....	7
3.3.4.3	Failure Reporting, Analysis, and Corrective Action System (FRACAS).....	7
3.3.4.4	Level of Repair Analysis (LORA).....	8
3.3.5	System Safety and Health Hazard Engineering.....	8
3.3.6	Environmental Engineering.....	9
3.3.7	Human Factors Engineering (HFE).....	9
3.3.8	Logistics Management Information (LMI).....	9
3.3.8.1	Draft Equipment Publications (DEP)/Modification Work Order (MWO).....	9
3.3.8.2	Contractor Logistics Support (CLS).....	10
3.3.8.3	Property Book Unit Supply Enhanced (PBUSE).....	10
3.3.8.4	Training Support Package	10
3.3.8.5	Instructor/Key Personnel (IKP) Course (Skill Level 1-4)	10
3.3.9	Item Unique Identification (IUID).....	11
3.3.10	Test and Evaluation	11
3.3.10.1	Contractor Verification Testing.....	12
3.3.10.2	Government Test and Evaluation	12
3.4	Integration Support.....	12
3.5	Final Report.....	13

1.0 SCOPE

This SOW defines contractor tasks required for conducting an SDD Phase Program for the Mounted Soldier (MS) Display, Cordless Communications or Cooling Systems.

2.0 System Description

The Mounted Soldier (MS) System is a system of systems (SoS). It consists of three systems that provide the following functionalities:

- a. Capability to display remotely the host vehicle's displays for FBCB2, Remote Weapon Sight, and Driver's Enhanced Vision.
- b. Capability to communicate wirelessly with the vehicle intercom and radios while dismounted.
- c. Capability to reduce heat stress by cooling the crewmember.

The MS Display System consists of a Helmet/Head Mounted Display (HMD), Display Control Module (DCM), Video Switch Box (VSB), video coil cable, vehicle cables, and mounting brackets. The HMD provides full color imagery and text to mounted crewmen. The DCM controls video input from the VSB to the HMD, changes brightness levels, and controls power to the subsystem. The vehicle-mounted VSB integrates the video signals from vehicle displays to include Force XXI Battle Command display, Brigade and Below (FBCB2), Driver's Vision Enhancer (DVE), and Remote Weapon System (RWS) that will display remotely in the HMD.

The Cordless Communications System consists of a Cordless Communications Device (CCD), headset, vehicle antenna, Interface Box, cables, and mounting brackets. The CCD allows untethered communications enabling soldiers an uninterrupted access to their vehicle intercom and radios while dismounted. The CCD provides secure communications using DOD-approved Communications Security (COMSEC) encryption devices and keying materials. The vehicle-mounted secured Interface Box (if required) is the interface between the CCD and the vehicle intercom and radios.

The Cooling System consists of a Cooling Garment (CG), Cooling Unit (CU), an umbilical assembly, cables, and mounting brackets. The vehicle mounted CU uses vehicle power to chill the water in the system to cool the garment, which is worn as close to the skin as possible. The CU supports two or more mounted soldiers depending on its size.

3.0 APPLICABLE DOCUMENTS

3.1 General.

The following references form a part of this document to the extent specified.

MS Display System Performance Specification, dated 28 August 2008

MS Cordless Communications System Specification, dated 28 August 2008

MS Cooling System Specification, dated 28 August 2008.

3.2 Government Documents for Guidance.

MIL-STD-130N w/Chg 1, DOD Standard Practice Identification Marking of US Military Property, 17 December 2003.

MIL-STD-882D, DOD Standard Practices for System Safety, 10 February 2000

MIL-STD-961E, Defense and Program Unique Specifications Format and Content, 1 August 2003.

MIL-STD-1472F Chg Notice 1, DOD Design Criteria Standard Human Engineering, 5 December 2003.

MIL-HDBK-61A Configuration Management Handbook, 7 February 2001

MIL-HDBK-338B (Notice 1), Electronic Reliability Design Handbook, 29 June 2007.

MIL-HDBK-764, System Safety Engineering Design Guide for Army Materiel, 12 January 1990

FED-STD-595, Colors Used in Government Procurement.

(Copies of the documents above are available online: Acquisition Streamlining & Standardization Information System (ASSIST) at <http://assist.daps.dla.mil/> and copies of these documents are available online at: <http://www.gpo.gov/>).

3.3 Non-Government Documents

ISO/IEC 26702:2007 (IEEE STD 1220:2005 2007-07-15), Application and Management of the Systems Engineering Process

ANSI/EIA-632-1999, Processes for Engineering a System.

ISO 9001:2000, Quality Management Systems – Requirements.

ISO 10007:2003, Guidelines for Configuration Management.

ANSI/ISO/IEC 17025-2005, General Requirements for Competence of Testing and Calibration Laboratories.

IEEE 1332-1998, IEEE Standard Reliability Program for Development and Production of Electronic Systems and Equipment.

(Copies of these documents are available online at: <http://www.ansi.org/>).

3.4 Order of Precedence and Criticality of Requirements

Nothing in this statement of work supersedes applicable laws and regulations unless there is a specific exemption granted.

4.0 REQUIREMENTS

The contractor shall perform all of the tasks in this section to complete the requirements of this SOW.

5.0 General Tasks

Design, develop, fabricate, integrate, test, validate, demonstrate, and deliver 50 (fifty) production-representative prototype systems in accordance with this SOW and the applicable Performance Specification. A MS System is composed of 50 (fifty) Soldier Systems (components that need to reside on the soldier) and 25 (twenty-five) Vehicle Mounted Components (integrated vehicle brackets, bolts, shock mounts, cables). These prototypes shall be rugged, reliable, and sustainable enough to meet Limited User Test (LUT).

6.0 Program Management

Organize, coordinate, control, and monitor progress of program activities, work performed, and costs incurred in compliance with this SOW for the timely delivery of required products and services. Manage the program using an Integrated Master Schedule (IMS) in MS Project 2003 that links all program tasks and activities to show predecessor/successor task relationships, and the critical path, with resources assigned. Integrate major program events, milestones, reviews, key decision points, required data items, and other deliverables into the program baseline. Update the IMS quarterly, this will be maintained by government and supported by vendors for input.

7.0 Integrated Product and Process Development (IPPD)

Use an Integrated Product Team (IPT) management approach that integrates program technical, functional and business management areas, while performing the integration tasks for the vehicles and developing the Human Factor interface to the soldier. Participate in the government's Monthly Program IPT to integrate and manage the Mounted Soldier efforts and will take place at the contractor's facility.

8.0 Integrated Data Environment (IDE)

Provide data deliverables, design documentation, interface documents, drawings (such as reports, meeting agenda and minutes, drawings, analyses, specifications, general program information associated with the vehicle mounting integration kits), Modification Work Orders (MWO), meeting minutes, and other information developed under this contract to the government by loading these documents into the government Integrated Data Environment. Use the IDE to produce, acquire, manage access, modify, coordinate, and sustain program and product data during the contract period of performance. The government will provide an IDE point of contact after contract award. Provide all program integration data delivered to the government under this contract with unlimited data rights.

9.0 Post Award Conference (PAC)

Conduct a contract PAC at the contractor facility or mutually agreeable location no later than thirty (30) calendar days after contract award. Notify the government of PAC scheduled date and location within ten (10) days after contract award. Conduct a Systems Requirements Review (SRR) during PAC to confirm a full understanding of government contractual and technical requirements, program objectives, schedules (IMS), and delivery requirements by presenting and fully discussing a top-level resourced plan and integrated schedule supported by the contractor processes, with suggested entry/exit performance criteria for each activity required to achieve program success. Detail the program critical path and schedule. Provide the Contract Work Breakdown Structure (CWBS). Identify key performance metrics to analyze and track progress of the program. Provide an agenda at least five (5) days before PAC.

10.0 Integrated Program and Technical Progress Review

Incorporate the following major integrated program reviews into the program plan and IMS: System Functional Review (SFR), Preliminary Design Review (PDR), Critical Design Review (CDR), Test Readiness Review (TRR), System Verification Review (SVR), and Quarterly Program Reviews. Conduct these activities at a contractor facility location (unless otherwise indicated) after meeting the established entrance criteria for these scheduled program milestones. Conduct the TRR at least fifteen (15) days prior to the scheduled contractor performance testing. In addition to information appropriate to a specific review event, also present the status, critical paths, and progress for the following topics: systems engineering (design, product performance, testing, risk); reliability and maintainability; production readiness; quality assurance; safety; ILS; environmental, human factors engineering, test and evaluation readiness; configuration management status; deliverable data; draft equipment publications, training; cost control and affordability; and subcontractor management. At each review, brief key performance and technical indicators and metrics. Provide agenda five (5) days before review.

10.1 System Development

Implement a systems engineering approach to design, develop, fabricate, integrate, validate, demonstrate, qualify and deliver the system. Prepare an Interface Control Document (ICD) to describe internal interfaces between system components and all external interfaces to include vehicle interfaces as part of the CDR. Update the ICD at the completion of the contract effort. Prepare a Design Report for the CDR and update the report at the completion of the contract effort. Allocate performance, reliability, and cost parameters at least to the Line Replaceable Unit (LRU level), to include a top-down functional analysis, in the Design Report. Include in the Design Report a functional block diagram and functional requirements at all subsystem, subassembly, and LRU Levels that depict the design. Document the baseline design in the Design Report. In the Design Report, address and document inherent reliability predictions and failure rate data based upon allocations to the LRU, subsystems, and subassembly and conducted in accordance with standard commercial practices. Include a Reliability Block Diagram in the Design Report that illustrates allocations and predictions related to the reliability requirements in the specification. Use DI-CMAN-81248A, Interface Control Document (ICD) as guidance.

10.1.1 Configuration Management (CM)

Implement a CM process that includes configuration identification, configuration control, configuration status accounting, and configuration audits. Manage the Allocated (Item Performance) Baseline (ABL), and Product (Item Detailed Design) Baseline (PBL). Document all baselines in a configuration status accounting database. Conduct and document a completed Functional Configuration Audit (FCA)

11.0 Functional Baseline (FBL) Management

Confirm and maintain a functional (system performance specification) baseline for the system for use throughout the program. All changes to the performance specification require approval from the government. Submit a final System Performance Specification sixty (60) days before the completion of the development effort following the guidelines in MIL-STD-961E.

12.0 Allocated Baseline (ABL) Management

Establish, confirm, and maintain control of the ABL. The contractor-controlled ABL shall contain the functional, interoperability, and interface characteristics allocated between product performance specifications, top-level systems, major components, subassemblies, training systems, and spares. Submit a draft 30 days after CDR and final Item Performance Specifications at the completion of the effort following the guidelines in MIL-STD-961E.

13.0 Product Baseline (PBL) Management

Establish, confirm, and maintain control of the PBL documentation using a disciplined change control and engineering release processes.

13.1 Producibility Designs

Ensure the integration kit system design is stable and economically producible. Provide a Producibility Report as part of the final report.

14.0 Quality Assurance

Implement a quality system meeting the criteria of ISO 9001:2000, Quality Management Systems – Requirements, or ANSI/ASQC (Q9001), Quality Systems – Model for Quality Assurance in Design, Development, Installation, and Servicing. The government may elect to require the contractor to perform any necessary inspections, verifications, and tests to ascertain conformance to requirements and the adequacy of the implementation procedures. Implement a calibration system meeting the criteria of ISO 10012:2003, Measurement Management Systems – Requirements for Measurement Processes and Measuring Equipment, and ANSI/ISO/IEC 17025-2005, General Requirements for Competence of Testing and Calibration Laboratories.

15.0 Reliability

Implement a reliability approach to comply with the reliability requirements in the specification. Perform Reliability Prediction for CDR and 30 days before TRR, using DI-RELI-81497 as guidance.

16.0 High Accelerated Life Test for Interface Box

Conduct Highly Accelerated Life Testing on two pre-production communications interface boxes to precipitate failure modes and implement design fixes early for reliability improvement.

17.0 Failure Mode Effects and Criticality Analysis (FMECA)

Conduct and document a product FMECA down to the lowest repairable level using a bottom-up and hardware analysis approach for PDR and CDR. Identify the following basic information: Item(s), Function(s), Failure(s), Effect(s) of Failure, Cause(s) of Failure, Current Control(s), Recommended Action(s), and other relevant details. A criticality analysis is unnecessary. Use DI-ILSS-81495, Failure Mode Effects and Criticality Analysis Report as guidance.

18.0 Failure Reporting, Analysis, and Corrective Action System (FRACAS)

Use a FRACAS to collect, record, and analyze failures. Conduct failure reporting, failure analysis, cost to repair (including cost of labor and parts at each echelon), corrective action analysis and implementation, and required data collection during the period of performance of this contract, to include any failure found during receipt and checkout of components, subsystems, and systems. Investigate and analyze each reported failure to the level necessary to identify causes, mechanisms, costs, and potential effects of the failure. Limit investigation to contractor supplied equipment. Submit a Failed Item Analysis Report (FIAR) for each failure during government and contractor testing. Notify the government of any failure within 48 hours of occurrence. For all failures, the government will make a final failure classification determination (relevant, non-relevant, or chargeable, non-chargeable). Implement corrective actions upon government approval. The FIAR shall include the following data:

- a. date of failure,
- b. date of report,
- c. name of engineer responsible for failure analysis,
- d. nomenclature and generic number of failed item,
- e. type of test during which failure occurred,
- f. operational and environmental conditions under which failure occurred,
- g. description of failure systems by which failure was detected,
- h. description of item's mode of failure,
- i. description of specific laboratory method employed in failure analysis,
- j. description of failure cause
- k. impact, if any, of environmental conditions on the failure cause,
- l. description of specific analytical method employed in identifying failure causes,
- m. failure history to date of subject item,
- n. recommendation for corrective action,
- o. failure analysis number,

- p. manufacturer of failed part,
- q. result of failure (abort, degradation, etc),
- r. the time of failure.

19.0 Level of Repair Analysis (LORA)

Conduct a LORA on all LRUs using the government-provided Computerized Optimum Model for Predicting and Analyzing Support Structure (COMPASS) and the COMPASS User's Guide. Demonstrate that both the COMPASS "Front End Analyzer" and the "OPTIMIZER" modules run this input data without generating error messages. Provide access to the COMPASS results.

20.0 System Safety and Health Hazard Engineering

Conduct a safety program to identify, eliminate, or reduce hazards to the lowest possible risk level. Complete the following safety activities:

- a. Establish a procedure for safety incident alerting and notification, investigation, and reporting, including government notification.
- b. Conduct a Health Hazard Assessment (HHA). Enter and track hazards using a government-provided electronic hazard tracking system (eHTS) to identify, assess, and report all health hazards to the government. The government will provide the eHTS to the contractor no later than 30 days after contract award.
- c. Report tracked health hazards at technical reviews. Present the following about the reported hazards: description of the hazard, identify when or how the hazard occurs (i.e., transportation, installation, or preparation for use, training, operation, tear down, or packing, maintenance, storage, disposal), the initial hazard risk assessment code, status of actions taken to eliminate or control the hazard, final actions on each hazard that reduce the level of risk to an acceptable level, and final hazard risk assessment code.
- d. Prepare and submit a Safety Assessment Report (SAR) at least ninety (90) days prior to TRR that identifies and assesses the safety risk existing prior to test or operation of the system. Resubmit SAR prior to every test. Include an analysis of all potential health hazards such as heat and cold stress, noise, inadequate ventilation, exhaust, vibration, Nuclear, biological, and chemical (NBC) protection, toxic substances, and ionizing and non-ionizing radiation. Include reasoning behind the analysis to include data, observations, findings, and reports. If the equipment produces non-ionizing radiation, provide calculations for the hazard range. If toxic substances are present, the evaluation shall include any exposure concerns to personnel during operational or maintenance procedures, to include fabrication, transportation, setup, and tear down or any instances resulting from damage to the equipment. If there are no radioactive materials in the system, state this in the SAR. Use DI-SAFT-80102B, System Assessment Report (SAR) as guidance.
- e. If the system does use radioactive materials, perform the following analysis as part of a request for government approval: provide rationale that these materials are the only means of meeting military operational requirements; provide data to permit the government to secure a license for the radioactive material; and describe design and

procedures required to minimize hazards to personnel during manufacture, use, transportation, and disposal. Specify the following information and procedural controls for each item containing radioactive material: marking of the item(s), ultimate disposal method, NSN and part nomenclature of each radioactive item, NSN of all end articles containing the radioactive item, total number of radioactive items per end article, the total number of radioactive items to be procured (including spares), and a Material Safety Data Sheet.

f. Support a government safety inspection of the system to verify the SAR prior to technical testing, user testing, and contract completion.

21.0 Environmental Engineering

Eliminate or reduce, where elimination is not feasible, the use of hazardous and environmentally unacceptable materials in the system throughout the system life cycle, thus avoiding unnecessary costs required to ensure protection of human health and the environment in accordance with the Pollution Prevention Act of 1990. In addition:

- a. Cause no potential industrial pollution or toxic hazardous waste products due to material selection, development, test, production processes, and operational support activities under this contract, future contracts over the lifecycle of this system, or disposal.
- b. Notify the government immediately on determination of non-compliance by the contractor, subcontractor, or supplier, with Federal, state, or local environmental laws.
- c. Present the pollution prevention status at program reviews, addressing the following issues: non-compliance by the contractor, subcontractor, or supplier with Federal, state, or local environmental laws, and the status of the approved corrective actions.
- d. Avoid using of any Class I Ozone Depleting Chemicals (ODC) during the lifecycle of the items required by this contract.

22.0 Human Factors Engineering (HFE)

Implement an HFE approach to ensure that the system complies with the human factors requirement in the specification. Present HFE program progress, status, and an assessment of the HFE integration efforts at each program and technical review.

23.0 Logistics Management Information (LMI)

Develop and keep an up-to-date logistics information for each indentured part code (IPC) that reflects the design (components and parts relationships for the 50 systems and 25 integration kits). Provide an electronic copy to the government as part of the final report.

24.0 Draft Equipment Publications (DEP)/Modification Work Order (MWO)

Develop and prepare DEP and MWO to support testing and training events or provide existing commercial manuals covering system operating and maintenance procedures. Revise DEP/MWO based on event results. Provide an operator quick reference guide (QRG) for the system. Provide a validated MWO for the vehicle kit for each vehicle variant that contains

written instructions, associated installation wiring diagrams, schematics, and vehicle interface schematic required to properly install, troubleshoot, and verify that the vehicle components are properly functioning in the vehicle. Support all validation and verification events in accordance with the program IMS. Notify the Government at least two (2) weeks prior to the validation of DEP and MWO for every vehicle variant in order to witness validation procedures. Verify up to 100 percent of the operating and maintenance procedures in the DEP and MWO for every vehicle variant prior to government verification. Support government verification efforts. Provide at least five (5) copies of the publications for both validation and verification. Provide DEP and MWO to the Government on DVD. Provide two systems prototypes to support verification and validation events. Provide all tools and test equipment required to perform all procedures in the DEP/MWO verification as specified in the maintenance allocation chart. Record and maintain records during the verification and validation processes. Maintain and correct the master copy of the DEP within two weeks after receipt of government verification comments. Validated MWO is required at least two weeks prior to TRR. Validated manual and QRG are required at least four weeks prior to TRR. Revise prior to the training course.

25.0 Contractor Logistics Support (CLS)

Provide on-site support, accountability, and tracking for all systems, to include Contractor Furnished Equipment (CFE) during Government testing and training. Provide common tool, test equipment, repair/replacement parts, and replacement equipment required to support the system.

26.0 Property Book Unit Supply Enhanced (PBUSE)

Use PBUSE Asset Adjustment XML Format to track system components and transfer of delivery systems to the government.

27.0 Training Support Package

Provide the following commercial training documentation for displays, radios, and cooling system (Student Guide, Training Materials, Program of Instruction, Test Package, Audio Visuals, and Lesson Plans) required to support safety, developmental and operational testing for IKP course. Submit draft training outline documentation at PDR and final draft at CDR.

28.0 Instructor/Key Personnel (IKP) Course (Skill Level 1-4)

Conduct IKP Courses to teach government-selected personnel the system capabilities, skills and knowledge necessary to conduct testing planning, execution, and data collection. Each student shall conduct at least one practical exercise with the system. Training shall include the operation of ancillary equipment that interface with the system. The Contractor shall include equipment failures and fault symptoms that are appropriate for the course.

Number of classes	1
Schedule and Location	CONUS, TBD
Class Size	20 (Government Personnel)
Course Length	Not to exceed eight hours in one business day

Student Prerequisites	Not applicable.
-----------------------	-----------------

29.0 Item Unique Identification (IUID)

Establish an account with the DOD IUID Registry. In accordance with DFARS Clause 252.211-7007 and referencing MIL-STD-130N, apply Unique Identification Device (UID) Automated Identification Technology (AIT) for all assemblies, subassemblies, line replaceable units (LRU), components, support equipment, test measurement and diagnostics equipment (TMDE), shipping containers, training devices, and any other unique deliverable system material to facilitate interoperability in acquisition and logistics management accounting. Submit required reporting data via the IUID Registry Wide Area Work Flow (WAWF) process, which is the preferred method for new acquisitions. The UID shall include at least the following information: human readable and AIT markings for Contractor and Government Entity Code (CAGEC), National Stock Number (NSN), Part Number (PN), and Serial Number (SN.) The UID shall agree with the Original Equipment Manufacturer (OEM) information for any items or material provided through subcontractors, suppliers, or vendors. Shipping containers shall have UID/AIT that, when queried, shall provide information regarding the contents and system configuration composition. The identification and marking shall provide for uniform military marking for shipment and storage as well as ensure safety analysis and accountability, and facilitate future modification and upgrade of equipment. Maintain records for each serialized system item to allow traceability to the lowest level of serialization and interface in the event of product failure. Records shall contain sufficient details to allow serial number traceability to the certified (as-built) system detailed design defined in the PBL. Coordinate with the Project Manager Office for selection and approval of the UID/AIT technology, format, and content of the tags. When an item configuration changes in response to maintenance actions, update this database.

30.0 Test and Evaluation

Conduct contractor tests and support comprehensive government Developmental Test and Evaluation (DT&E) and Operational Test and Evaluation (OT&E) activities on the system.

31.0 Contractor Verification Testing

Perform the conformance verifications specified in Section 4.0 of the System Performance Specification using production-representative systems to determine conformance to the requirements specified in Section 3.0 of the System Performance Specification. Prepare test plans and procedures for the contractor testing thirty (30) days after CDR. Conduct tests in accordance with those test plans and procedures and submit a Test Report thirty (30) days after contractor testing. Submission of a Certificate of Conformance (CoC) indicating conformance to these requirements may stand in lieu of testing if the government approves the CoC. The CoC, in contractor format, shall include all analyses documentation, technical evidence, examination, and test results to support and justify the CoC. The government reserves the right to perform any additional testing to verify conformance to any system performance requirement. Correct any deficiencies identified during contractor testing, providing corrected items for continuing testing. Use DI-RELI-80322 and DI-NDTI-80809B as guidance.

32.0 Government Test and Evaluation

Support the government in its conduct of a comprehensive combined developmental test and Limited User Test (LUT) of the 50, production-representative systems to assess the effectiveness, suitability, and survivability of the system leading to Type Classification of the system and production decisions. Correct any deficiencies identified during government testing, providing corrected items for continued testing.

33.0 Integration Support

Support government systems integration efforts to include interface management and installation of the 25 installation kit components within vehicles, and coordination with user to install equipment. The following vehicles will be used during Government testing: M1-A2 SEP V2, M2-A3 Bradley, M3-A3 Bradley and M113 Medical Evacuation Variant.

34.0 Final Report

In preparation for transition of the system to the production phase, submit a final, comprehensive report documenting and summarizing the major activities, accomplishments, and lessons learned on the program during the SDD phase, and provide recommendations to the government for the follow-on production and deployment phase. This final report shall be submitted thirty (30) days before final contract activity and shall specifically include an assessment of all the system reliability-oriented factors, showing how these factors affect the overall system reliability requirement in the System Performance Specification. Also, it shall summarize and discuss the product failure modes and effects having potential impact on product supportability and total lifecycle ownership costs. Finally, it shall outline and summarize the overall end-to-end production line efficiency factor needed to meet anticipated government delivery schedule rates and total quantity requirements. Base this efficiency estimate on a compilation of individual process capabilities and achieved, first-pass process yields of all anticipated prime contractor manufacturing, assembly, verification, and testing processes, and those of selected major or critical subcontractors, vendors, or suppliers.

SOW PARAGRAPH 3.6

The following paragraph is hereby added to the original Statement of Work associated with this requirement.

“3.6 Miscellaneous Engineering Support Support Government efforts to develop MSS by providing miscellaneous engineering support as requested by the COTR. These miscellaneous engineering efforts may include mockups, schematics, drawings, demonstrations, and other Government requests not otherwise covered in the SOW. The COTR will submit the request, the contractor prepares a quote and submits the quote to Contracting for review and final approval.”

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

Mounted Soldier Cordless Communication
FFP

Mounted Soldier Cordless Communication System
Contractor's proposal (b) (4)
incorporated by reference.

The contractor may invoice against this CLIN at the completion of:

Hardware delivery (b) (4)
Completion of project (b) (4)
FOB: Destination
PURCHASE REQUEST NUMBER: W81E0H9WAR0004

NET AMT \$3,186,150.00

ACRN AA \$3,186,150.00
CIN: W81E0H9WAR00040001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002				(b) (4)	

Engineering Support
FFP
See the attachment titled "SOW Paragraph 3.6" in Section 1449 for additional
information.

Contractor shall not perform work or invoice against this CLIN without previous
written consent from the Contracting Officer.

FOB: Destination

NET AMT (b) (4)

ACRN AB
CIN: 00000000000000000000000000000000

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government

ACCOUNTING AND APPROPRIATION DATA

AA: 21 9 2040 0000 9-1D-1DD3 P654827 - 255Y MDEP:RJS1 JO-NO:9S5312 CCM: 745L00 MIPR9BDATS0242 S19130
AMOUNT: \$3,186,150.00
CIN W81E0H9WAR00040001: \$3,186,150.00

AB: 2192040000091D1DD3654827S5600255Y745L00MIPR9BDATS02429S5312S19130
AMOUNT: (b) (4)
CIN 00000000000000000000000000000000: (b) (4)

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2008

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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

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

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

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

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

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

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

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

(4) [Removed].

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

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

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

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

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

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

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

(8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

(ii) Alternate I (AUG 2007) of 52.222-50.

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

x (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

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

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.24764.

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

(End of clause)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a nonrepeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subtitle, or exhibit line
item No. Item description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) x 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) x 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) x 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) x 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) x 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) x 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING
OFFICE (AUG 1999)

a. The Contracting Office representative is:

Name: Kim McCarthy
Organization Code: RDECOM CC
Telephone Area Code and Number: 410-278-2873
FAX: 410-306-3712
Email: kim.mccarthy@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information: DFAS Columbus DFAS-Rock Island/JAIQBAC
PO Box 182316 ATTN: Rock Island
Columbus, OH 43218-2316

Telephone Inquiries: 888-332-7742

FAX: 877-426-4270

52.0000-4955 WIDE AREA WORKFLOW (WAWF) INFORMATION/INSTRUCTIONS (13 February 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", RDECOM Acquisition Centers use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and receipt/acceptance documents electronically.

The contractor is required to use WAWF-RA when processing invoices and receiving reports under this order. Submission of hard copy DD250/invoices will no longer be accepted for payment.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>

IMPORTANT INFORMATION:

Please submit your invoice/receiving report in WAWF when you ship your items. We have nothing to receive your shipment against if the information has not been submitted in WAWF when your delivery arrives.

Include the Purchase Request Number in the Line Item Description. You will find it under the Line Item Description on this order.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES THROUGH WAWF.

- Invoice and Receiving Report Combo (Supplies, OR Supplies And FFP Services)
- Invoice as 2-in-1 (Services Only)
- Cost Voucher (all Cost or T&M)

Vendor Cage Code: 23386

Pay DoDAAC: HQ0303

Issue Office DoDAAC: W91CRB

Admin DoDAAC: W91CRB

Ship To DoDAAC: See Award

Inspect DoDAAC: See Award

Accept DoDAAC: See Award

WAWF will prompt asking for "additional e-mail submission" after clicking "SIGNATURE". Enter the following e-mail addresses to expedite the routing process of the invoice.

(b) (6)

The paying office DoDAAC and mailing address will be located on the front of your award. You can track your payment information on the DFAS website at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>. Your purchase order/contract number or invoice will be required to inquire about status of your payment.

Questions concerning payment should be directed to the payment office identified in the contract. Please have your Contract number and invoice ready when calling about payment status.

END OF STATEMENT

SPECIAL INSTRUCTIONS

List of Attachments

1. Statement of Work
2. Performance Specification
3. DD254 Security Form

Incorporated By Reference

- (1) Contractor's proposal

Delivery Schedule

Period of Performance from date of award through 30 September 2010
Delivery of contractor tested systems required by 01 December 2009

All of the government test will be conducted during fiscal year 2010. Government test support includes development test (DT) (180 days) and limited user test (LUT) (66 days).

Contracting Point of Contact

Kim McCarthy
410.278.2873
kim.mccarthy@us.army.mil

Contracting Officer's Representative

