

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACTOR

1. Contract ID Code		Page of Pages 1 6	
2. Amendment/Modification No. P00001	3. Effective Date 07 Apr 00	4. Requisition/Purchase Req. No. see schedule	5. Project No.
6. Issued By Naval Inventory Control Point-Mechanicsburg 450 Carlisle Pike P O Box 2020 Mechanicsburg, PA 17055-0788 Attn:Bill Wolfe		7. Administered By (If other than Item 6) Bill Wolfe ph 717-605-2191 fax 717-605-7317 Email: William_R_Wolfe@icpmech.navy.mil	

8. Name and Address of Contractor (No., Street, County, State, and Zip) Raytheon Missile Systems Co 1151 East Hermans Road P O Box 11337 Bldg 849 Tucson, AZ 85734-1337		9A. Amendment of Solicitation No.
Code 15090 Facility Code		9B. Dated (See Item 11)
		10A. Modification of Contract/Order No. N00104-00-D-ZD21
		10B. Dated (See Item 11) 28 Mar 00

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 ( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers \_\_\_ is extended, \_\_\_ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such changes may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 NC

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input checked="" type="checkbox"/> Mutual Consent
D. OTHER (Specify type of modification and authority)

**IMPORTANT:** Contractor ( ) is not, (X) is required to sign this document and return 2 copies to the issuing Office. Attn:Code 0213.13

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.  
 -Pages 2 and 3 of the contract are replaced by the attached pages, 2, 3 and 4 due to required re-clinling.  
 -Block 6 of the SF26 citing DCMC Raytheon Tucson as the administrative office is changed as shown in block #7 above.  
 -Block #12 of the SF26 citing DFAS-Columbus as the payment office is changed to DFAS CH Code FP, P O Box 118054, Charleston, SC 29423-8054

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

15A. NAME AND TITLE OF SIGNER (Type or print) Contracts Manager	15B. CONTRACTOR/OFFICER	15C. DATE SIGNED 4-18-00	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bill Wolfe, PCO	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 4/19/00
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

				Pg 2 of 6	
0001	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property and provide all non-recurring additional material associated with performance for a period of 15 months while achieving full performance compliance with the categories cited in Section H - Performance Metrics.				
0001AA	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 1 thru 3 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.5
0001AB	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 1 thru 3 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.1
0001AC	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 4 thru 6 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.5
0001AD	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 4 thru 6 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.1
0001AE	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 7 thru 9 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.5
0001AF	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 7 thru 9 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.1
0001AG	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 10 thru 12 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.5
0001AH	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 10 thru 12 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.1
0001AJ	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 13 thru 15 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.5
0001AK	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 13 thru 15 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.1
0002	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from date of contract while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be negotiated	
0003	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0001 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.				
0003AA	Provide CLIN 0003 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) ACRN:AA	EST-1	LOT	\$10,848,112.60	\$10,848,112.
0003AB	Provide CLIN 0003 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$5,841,291.40	\$5,841,291.4
0004	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0002 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	

0005	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0003 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.				
0005AA	Provide CLIN 0005 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) ACRN:AA	EST-1	LOT	\$12,266,539.40	\$12,266,539.
0005AB	Provide CLIN 0005 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$6,605,059.60	\$6,605,059.6
0006	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0004 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	
0007	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0005 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.				
0007AA	Provide CLIN 0007 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) ACRN:AA	EST-1	LOT	\$12,716,628.60	\$12,716,628.
0007AB	Provide CLIN 0007 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$6,847,415.40	\$6,847,415.4
0008	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0006 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated -1	LOT	To be Negotiated	
0009	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0007 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.				
0009AA	Provide CLIN 0009 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i ) ACRN:AA	EST-1	LOT	\$13,324,161.50	\$13,324,161.
0009AB	Provide CLIN 0009 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$7,174,548.50	\$7,174,548.5
0010	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0008 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated -1	LOT	To be Negotiated	

0011	DD 1423 Contract Data Requirements (See Exhibit 'A')			NSP	
0012	Full Electronic Data Interchange/Commercial Asset Visibility reporting capability			NSP	
0013	Non-recurring- Program Implementation (first 90 days after date of contract)	3	month	\$500,000 FFP	\$1,500,000 F
0014	Transition Plan (see Section C, Para IV - 1)			Unpriced	
0015	Overseas Shipment (see Section C, Para II -11)			Unpriced	
0016	Diminishing Manufacturing Sources (DMS) in accordance with Section C (15 months from date of contract)	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0017	DMS in accordance with Section C for a period of 15 months from expiration of CLIN 0016.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0018	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0017.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0019	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0018.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0020	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0019.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price

-Section C-II, paragraph 5 (Repair/Replace/Overhaul) is replaced by the following:

"5. Repair/Replace/Overhaul/Spares

a) In meeting demands, Raytheon shall:

(i) either repair, modify, and/or overhaul returned articles to Ready for Issue (RFI) condition OR

(ii) build new or draw from Government owned 'A' condition inventories or replace from returned articles with equivalent articles in RFI condition;

this determination is solely at the discretion of Raytheon. The methods, procedures, and processes to effect repairs shall be determined by Raytheon. Upon completion of any existing Phalanx NAVICP contracts, residual government-Furnished Material (GFM) will be provided to Raytheon without cost and added to the government owned inventory accounted for in paragraph 1, NAVICP Inventory. Repair of units returned to Raytheon shall consist of restoring the item to its serviceable condition."

-The following wording is incorporated in the cited Sections to provide coverage for the Foreign Military Sales (FMS) non-Cooperative Logistics Supply Support Agreement (non-CLSSA) demands under already established CLINS 0002,0004,0006,0008 and 0010:

Pg 6-Section B- 'Invoicing and Payments': Billing of the FMS non-CLSSA CLINS shall be at 1/12th of the total CLIN amount under a separate DD250 and Certificate of Completion.

Pg 7- Section C-I-General-1st paragraph: in the 2d sentence following the words CLSSA countries, ADD "and non-CLSSA countries". 2d paragraph: ADD the words " except for non-CLSSA FMS requisitions not filled from available inventory as later addressed" at the end of the sentence "These ADDs apply to all forwarded requisitions".

pg 12- Section IV-Contract Completion-4th paragraph: ADD the words "FMS non-CLSSA issues and" at the beginning of the sentence "Initial outfitting is(are) an example(s) of an authorized adjustment".

Pg 14- Section H - "VARIATION IN QUANTITY" paragraph (a), first sentence, ADD the words "excluding those for FMS non-CLSSAs" after the words "demands supplied".

Incorporate the following as paragraph (b):

(b) Equitable adjustments may be negotiated at the end of each contract year in the event the number of demands supplied for those FMS non-CLSSAs under are less than 90% or more than 110% of the total number of annual demands (Quarterly Demand Forecast (QDF) -see Attachment II- times four), forecasted for that line item (NIIN). Such equitable adjustment shall consider the entire deviation for all NIINs from the baseline as well as any delivery penalties (ADD adjustments) that may have been assessed for the demands involved.

The existent paragraph (b) starting with "at the beginning" becomes paragraph (c)

Pg 15-Section H- "PERFORMANCE METRICS" 1st paragraph- ADD the words "and FMS non-CLSSA" at the end of the 2d sentence.

In the 5th paragraph, 3rd sentence, ADD the words "except FMS non-CLSSA not filled from available inventory" after the words "applicable to all requisitions".

Pg 36-Section J-List of Attachments: 'TBD' across from Attachment II is replaced by 'FMS non-CLSSA Supported NIINs' that is attached to this modification as same.

Pg 17- insert the following after the paragraph ending with "for CASREPS/IPGls":

PERFORMANCE METRICS for NON-CLSSA FMS

Raytheon will be measured on their delivery performance for those FMS non-CLSSA demands filled from available government inventory. Evaluation of this category will be on a quarterly basis, and if Raytheon does not meet the performance metrics on average for the three (3) months, it is subject to the following equitable adjustments applied to the total recurring amount paid for this category of requisitions for the quarter being evaluated. However, on an annual basis, the performance for the entire year will be evaluated and if the metric on average for the year has been met, Raytheon will be entitled to earn back 65% of the negative adjustments made throughout the year.

FMS non-CLSSA Delivery Times From Available Inventory	FFP Adjustment
6 work days	0%
7 work days	-0.1%
8 work days	-0.3%
9 work days or longer	-0.5%

The Performance Metric for the NIINs covered in Attachment II (list of non-CLSSA demand NIINs-552), not available from current available inventory, is the production lead-time (PLT).

The Performance Metric FMS NIINs not covered in Attachment II (remaining DVD NIINs) is the Procurement Lead Time. Procurement lead-time is PLT combined with administrative lead-time (ALT).

The attached 'Comprehensive Subcontracting Plan', dated 21 December 1999, is approved for incorporation and compliance under this contract.

The following CLINS have been split to delineate work for SOW para 5 (a) (i) and para 5(a) (ii) for administrative convenience only:

0001AA/AB; 0001AC/AD; 0001AE/AF; 0001AG/AH; 0001AJ/AK; 0003AA/AB; 0005AA/AB;  
0007AA/AB; 0009AA/AB

The effort under these "CLIN pairs" is coupled and not separable. They must therefore be ordered together as "CLIN pairs" and cannot be ordered separately.

DISTRIBUTION:

- (2) Purchase Folder
- (2) NAVICP-M 0213.18
- (1) NAVICP-M 01432.9
- (2) Contractor
- (1) DFAS CH Code FP, P O Box 118054, Charleston, SC 29423-8054
- (1) NAVICP-M 05842.10

**ORDER FOR SUPPLIES OR SERVICES**  
(Contractor must submit four copies of invoice.)

Form Approved  
OMB No. 0704-0187  
Expires Jun 30, 1997

PAGE 1 OF  
2

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to, Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1240, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.**

**SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

1. CONTRACT/PURCH ORDER NO. <b>N00104-00-D-ZD21</b>		2. DELIVERY ORDER NO. <b>0001</b>		3. DATE OF ORDER (YY/MM/DD) <b>00/03/28</b>		4. REQUISITION/PURCH REQUEST NO. <b>see schedule</b>		5. PRIORITY <b>D0-A3</b>			
6. ISSUED BY CODE <b>N00104</b> <b>NAVAL INVENTORY CONTROL POINT-MECHANICSBURG</b> P O BOX 2020 <b>MECHANICSBURG PA 17055-0788</b> <b>W. R. Wolfe/0213.18/7LB 717-605-2191</b>				7. ADMINISTERED BY (if other than 6) CODE <b>S3305A</b> <b>DCMC Raytheon Tucson</b> <b>Bldg 801 M/S D-4</b> <b>P O Box 11337</b> <b>Tucson, AZ 85734-1337</b>				8. DELIVERY FOR X <input type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR CODE <b>15090</b> <b>Raytheon Missile Systems Co</b> <b>1151 East Hermans Road</b> <b>P O Box 11337 Bldg 849</b> <b>Tucson, AZ 85734-1337</b>				FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YY/MM/DD) <b>SEE SECTION F</b>		11. MARK IF BUSINESS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
NAME AND ADDRESS				12. DISCOUNT TERMS <b>Net 30</b>		13. MAIL INVOICES TO <b>See block 15</b>					
14. SHIP TO CODE <b>See Section C</b>				15. PAYMENT WILL BE MADE BY CODE <b>HQ0339</b> <b>DFAS-Columbus Center</b> <b>DFAS-CO-JSC/Capitol</b> <b>P O Box 182263</b> <b>Columbus, OH 43218-2263</b>				MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER			
16. TYPE OF ORDER		DELIVER <input checked="" type="checkbox"/>		PURCHASE <input type="checkbox"/>						This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. <b>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</b>	

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YY/MM/DD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
 AA: 97 X4930.NC1A 000 81003 0 000104 7R 000000 0000000A061G \$3,532,911.50  
 AB: 97 X4930.NC1A 000 81003 0 000104 7R 000000 0000000A02CW \$2,285,145.10

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
(2)	Purchase Folder	(1)			NAVICP-M 05842.10
(1)	NAVICP-M 0252	(2)			NAVICP-M 0213.18
(1)	NAVICP-M 02522				
(1)	NAVICP-M 01432.9				
(2)	Contractor (DO)				
(5)	CAO (Blk 7)				
(1)	DFAS (Blk 15)				
(1)	NAVICP-M 006				
(1)	NAVICP-M 0143				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	29. UNITED STATES OF AMERICA	25. TOTAL	\$5,718,056.60
	BY: Barbara Johnson <i>Barbara Johnson</i> CONTRACTING/ORDERING OFFICER	29. DIFFERENCE	

26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. D.O. VOUCHER NO.		30. INITIALS	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment		DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER				34. CHECK NUMBER	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YY/MM/DD)		40. TOTAL CONTAINERS	
				41. S/R ACCOUNT NO		42. S/R VOUCHER NO.	

NAME OF OFFEROR OR CONTRACTOR  
Raytheon Missile Systems

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property and provide all non-recurring additional material associated with performance for a period of 15 months while achieving full performance compliance with the categories cited in Section H - Performance Metrics.				
0001AA	Provide CLIN 0001 for months 1 through 3	EST-1	LOT	\$3,935,248.60	\$3,935,248.60
0011	DD 1423 Contract Data Requirements (See Exhibit 'A')			NSP	
0012	Full Electronic Data Interchange/Commercial Asset Visibility reporting capability			NSP	
0013	Non-recurring- Program Implementation (first 90 days after date of contract).	3	Mon.	\$500,000	\$1,500,000
0016	Diminishing Manufacturing Sources (DMS) in accordance with Section C (15 months from date of contract)	1	LOT	\$282,808.00 ceiling price	\$282,808.00 ceiling price

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACTOR

1. Amendment/Modification No. 000101	3. Effective Date 00/04/06	4. Requisition/Purchase Req. No.	5. Project No. N00104
6. Issued By Naval Inventory Control Point-Mechanicsburg 450 Carlisle Pike P O Box 2020 Mechanicsburg, PA 17055-0788 Attn: Bill Wolfe	CODE N00104	7. Administered By (If other than Item 6) NAVICP-M Bill Wolfe, Code 0213.18 (7LB) ph 717-605-2191 fax 717-605-7317 Email: William_R_Wolfe@icpmach.navy.mil	

8. Name and Address of Contractor (No., Street, County, State, and Zip) Raytheon Missile Systems Co 1151 East Hermans Road P O Box 11337 Bldg 849 Tucson, AZ 85734-1337	9A. Amendment of Solicitation No.
Amendment to order 0001	9B. Dated (See Item 11)
	10A. Modification of Contract/Order No. N00104-00-D-ZD21
	10B. Dated (See Item 11) 00 Mar 28

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such changes may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
NC

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

x B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

For acknowledgement purposes

2. IMPORTANT: Contractor ( ) is not, (x) is required to sign this document and return 1 copies to the issuing Office. Attn: Code 0213.18

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Administrative Office cited in block #7 above now applies in lieu of DCMC Raytheon Tucson. DFAS-Charleston replaces DFAS-Columbus Center as the payment office. Page 2 of the order is replaced by the attached page, 2

- (2) Purchase Folder
- (2) NAVICP-M 0213.18
- (1) NAVICP-M 01432.9
- (2) Contractor
- (1) DFAS CH Code FP, P O Box 118054, Charleston, SC 29423-8054
- (1) NAVICP-M 05842.10

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

15A. NAME AND TITLE OF SIGNER (Type or print) Contracts Manager	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 4-18-00	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bill Wolfe, PCO	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 4/19/00
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NAME OF OFFEROR OR CONTRACTOR  
Raytheon Missile Systems

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property and provide all non-recurring additional material associated with performance for a period of 15 months while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0001AA	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 1 through 3 ACRN:AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AB	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 1 through 3 - ACRN:AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.10
0011	DD 1423 Contract Data Requirements (See Exhibit 'A')			NSP	
0012	Full Electronic Data Interchange/Commercial Asset Visibility reporting capability			NSP	
0013AA	Non-recurring- Program Implementation (first 90 days after date of contract) ACRN:AA	3	Mon.	\$975,000.00	\$975,000.00
0013AB	Non-recurring- Program Implementation (first 90 days after date of contract) ACRN:AB	3	Mon.	\$525,000.00	\$525,000.00
0016AA	Diminishing Manufacturing Sources (DMS) in accordance with Section C (15 months from date of contract) ACRN:AB	1	LOT	\$282,808.00 ceiling price	\$282,808.00 ceiling price

NSN 7450-01-152-8067

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA FAR (48 CFR) 53.110

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to, Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.

SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCH ORDER NO. <b>N00104-00-D-ZD21</b>		2. DELIVERY ORDER NO. <b>0002</b>		3. DATE OF ORDER (YY/MM/DD) <b>00/06/01</b>		4. REQUISITION/PURCH REQUEST NO. <b>see schedule</b>		5. PRIORITY <b>D0-A3</b>	
6. ISSUED BY CODE <b>N00104</b> <b>NAVICP-M</b> <b>NAV INVENTORY CONTROL POINT-MECHANICSBURG</b> <b>P O BOX 2020</b> <b>MECHANICSBURG PA 17055-0788</b> <b>W. R. Wolfe/0213.18/7LB 717-605-2191</b>			7. ADMINISTERED BY (If other than 6) CODE <b>N00104</b> <b>NAVICP-M</b> <b>Bill Wolfe, Code 0213.18(7LB)</b> <b>Ph. 717-605-2191</b> <b>Fax 717-605-7317</b> <b>Email William_R_Wolfe@icpmech.navy.mil</b>			8. DELIVERY FOR <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR CODE <b>15090</b> <b>Raytheon Missile Systems Co</b> <b>1151 East Hermans Road</b> <b>P O Box 11337 Bldg 849</b> <b>Tucson, AZ 85734-1337</b>			FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YY/MM/DD) <b>SEE SECTION F</b>		11. MARK IF BUSINESS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
NAME AND ADDRESS			12. DISCOUNT TERMS <b>Net 30</b>		13. MAIL INVOICES TO <b>See block 15</b>				

14. SHIP TO CODE <b>See Section C</b>		15. PAYMENT WILL BE MADE BY CODE <b>N68892</b> <b>DFAS</b> <b>CH Code FP</b> <b>P O Box 118054</b> <b>Charleston, SC 29423-8054</b>			MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
--	--	--	--	--	--	--

16. DELIVER TYPE OF ORDER <input checked="" type="checkbox"/> PURCHASE		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein. <b>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</b>							
---	--	---	--	--	--	--	--	--	--

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YY/MM/DD)
--------------------	-----------	----------------------	------------------------

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE									
97	X4930.NC1A	000	81003	0	000104	7T	000000	0000000A061G	\$2,557,911.50
97	X4930.NC1A	000	81003	0	000104	7R	000000	0000000A02CW	\$1,377,337.10

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
(2)	Purchase Folder	(1)	NAVICP-M 05842.10		
(1)	NAVICP-M 0252	(2)	NAVICP-M 0213.18		
(1)	NAVICP-M 02522				
(1)	NAVICP-M 01432.9				
(2)	Contractor (DO)				
(5)	CAO (Blk 7)				
(1)	DFAS (Blk 15)				
(1)	NAVICP-M 006				
(1)	NAVICP-M 0143				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		29. UNITED STATES OF AMERICA <i>Susan Hoover</i> BY: Susan Hoover OFFICER		25. TOTAL <b>\$3,935,248.60</b>	
		CONTRACTING/ORDERING		29. DIFFERENCE	

26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED			27. SHIP NO <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. D.O. VOUCHER NO.		30. INITIALS		
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment			DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____				34. CHECK NUMBER		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YY/MM/DD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.	
						42. S/R _____ NO.			

NAME OF OFFEROR OR CONTRACTOR  
Raytheon Missile Systems

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property and provide all non-recurring additional material associated with performance for a period of 15 months while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0001AC	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 4 through 6 ACRN:AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AD	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 4 through 6 - ACRN:AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.10
Note: the Code(N68892) for DFAS Charleston is as shown in block 15					

NSN 7450-01-152-8067

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA FAR (48 CFR) 53.110

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.

SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCH ORDER NO. <b>NO0104-00-D-ZD21</b>		2. DELIVERY ORDER NO. <b>0003</b>		3. DATE OF ORDER (YY/MM/DD) <b>00/09/07</b>		4. REQUISITION/PURCH REQUEST NO. <b>see schedule</b>		5. PRIORITY <b>D0-A3</b>		
ISSUED BY <b>NAVAL INVENTORY CONTROL POINT-MECHANICSBURG</b> P O BOX 2020 MECHANICSBURG PA 17055-0788 <b>W. R. Wolfe/0213.18/7LB 717-605-2191</b>			7. ADMINISTERED BY (if other than 6) <b>Bill Wolfe</b> ph 717-605-2191 fax 717-605-7317 Email: <b>William_R_Wolfe@icpmach.navy.mil</b>			CODE <b>S3305A</b>		8. DELIVERY FOR <input type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR CODE <b>Raytheon Missile Systems Co</b> 1151 East Hermans Road P O Box 11337 Bldg 849 Tucson, AZ 85734-1337			1590		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YY/MM/DD) <b>SEE SECTION F</b>		11. MARK IF BUSINESS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
NAME AND ADDRESS			12. DISCOUNT TERMS <b>Net 30</b>			13. MAIL INVOICES TO <b>See block 15</b>				
14. SHIP TO CODE <b>See Section C</b>			15. PAYMENT WILL BE MADE BY CODE <b>DFAS</b> <b>CH Code FP</b> P O Box 118054 <b>Charleston, SC 29423-8054</b>			N68892		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER		
16. TYPE OF ORDER		DELIVER <input checked="" type="checkbox"/>		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
		PURCHASE		Reference your furnish the following on terms specified herein. <b>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</b>						

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YY/MM/DD)
--------------------	-----------	----------------------	------------------------

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE			
AA:	97	X4930.NC1A	000 81003 0 000104 7T 000000 0000000A061G \$2,557,911.50
AB:	97	X4930.NC1A	000 81003 0 000104 7R 000000 0000000A02CW \$1,377,337.10

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
(2)	Purchase Folder	(1)			
(1)	NAVICP-M 0252	(2)			
(1)	NAVICP-M 02522	(1)			
					(1) Raytheon Naval Systems Depot Loc. KY, Bldg 138 6201 Strawberry Lane Louisville, KY 40214-2962 ATTN: Tony Holland
(1)	NAVICP-M 01432.9				
(2)	Contractor (DD)				
(5)	CAO (Blk 7)				
(1)	DFAS (Blk 15)				
(1)	NAVICP-M 006				
(1)	NAVICP-M 0143				

\* If quantity accepted by the Government is same as quantity ordered, indicate by "X". If different, enter actual quantity accepted by "Y" quantity ordered and encircle.

UNITED STATES OF AMERICA <i>Susan M. Hoover</i> BY: Susan Hoover CONTRACTING/OFFICER		25. TOTAL <b>\$3,935,248.60</b>
OFFERED		29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO	28. D.O. V. E. NO.	30. INITIALS
DATE SIGNATURE AUTHORIZED GOVERNMENT REPRESENTATIVE		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I certify this account correct and proper for payment		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER
DATE SIGNATURE TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.

NAME OF OFFEROR OR CONTRACTOR  
Raytheon Missile Systems

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property and provide all non-recurring additional material associated with performance for a period of 15 months while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0001AE	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 7 through 9 ACRN:AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AF	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 7 through 9 - ACRN:AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.10

NSN 7450-01-152-8067

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA FAR (48 CFR) 53.110

2. TRAC (Procurement No.) **N00104-0G-D-ZD21** 3. EFFECTIVE DATE **2000 MAR 28** 4. ORDER/PURCHASE NO. **SEE SCHEDULE**

5. ISSUED BY: CODE **N00104** 6. ADMINISTRED SCD: CODE **S3305A**  
**Naval Inventory Control Point-Mechanicsburg** (If other than Item 5)  
**P.O. Box 2020** **DCMC RAYTHEON TUCSON**  
**Mechanicsburg, PA 17055-0788** **BLDG 801 M/S D-4**  
**BUYER: W.R. WOLFE/0213.18 717-605-2191** **PA TUCSON, AZ 85734-1337**

7. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and Zip code)  
**RAYTHEON MISSILE SYSTEMS CO**  
**1151 EAST HERMANS ROAD**  
**P.O. BOX 11337 BLDG 849 MEZ**  
**TUCSON, AZ 85734-1337**

8. DELIVERY  
 FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT  
**NET 30 DAYS**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS **12**

CODE: 15090 FACILITY

11. SHIP TO/MARK FOR: CODE: **SEE SCHEDULE**

12. PAYMENT WILL BE MADE CODE **HQ0339**  
**DFAS - COLUMBUS CTR**  
**WEST ENTITLEMENT OPERATIONS**  
**P O BOX 182381**  
**COLUMBUS, OH 43218-2381**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: **10** **1** **41 USC 253(c)** **SEE SCHEDULE**

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
(4) Purchase Folder	(1) NAVICP-M 021X		(1) NAVICP-M 008		(1) NAVICP-M 006
(1) NAVICP-M 02522	(1) NAVICP-M 0252		(1) DFAS (Blk 12)		(5) CAO (Blk 6)
(1) NAVICP-M 05842.10	(1) NAVICP-M 0143		(1) Contractor		
(1) NAVICP-0213.18					

15G. TOTAL AMOUNT OF CONTRACT \$ **\$96,800,000**  
**estimated.**  
**\$1,414,040 ceiling**  
**price**

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACT'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office).  
 Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract (b) the solicitation, if any and (c) such provisions representations certifications and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)

18. AWARD (Contractor is not required to sign this document). Your offer on Solicitation No. **N00104-99-R-L001** including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)  
**MICHAEL S. MEDVEDZ, CONTRACTS MANAGER**

19B. NAME OF CONTRACTOR BY *[Signature]*  
 (Signature of person authorized to sign)

19C. DATE SIGNED **3/28/00**

20A. NAME OF CONTRACTING OFFICER  
**Barbara Johnson**

20B. UNITED STATES OF AMERICA BY *[Signature]*  
 (Signature of Contracting Officer)

20C. DATE SIGNED **3/28/00**

SN 7540-01-152-8064 33-132 Standard Form 33 (REV 4-85)  
 prescribed by GSA Previous Edition Not Usable FAR (48 CFR) 52.214(e)

CONTINUATION SHEET  
 (OPTIONAL FORM 336)

N00104-99-R-L001

2 4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property and provide all non-recurring additional material associated with performance for a period of 15 months while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	Estimated - 5	LOT		
0001AA	Provide CLIN 0001 for months 1 thru 3			\$3,935,248.60	\$3,935,248.60
0001AB	Provide CLIN 0001 for months 4 thru 6			\$3,935,248.60	\$3,935,248.60
0001AC	Provide CLIN 0001 for months 7 thru 9			\$3,935,248.60	\$3,935,248.60
0001AD	Provide CLIN 0001 for months 10 thru 12			\$3,935,248.60	\$3,935,248.60
0001AE	Provide CLIN 0001 for months 13 thru 15			\$3,935,248.60	\$3,935,248.60
0002	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from date of contract while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be negotiated	
0003	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0001 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	Estimated - 1	LOT	\$16,689,404	\$16,689,404
0004	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0002 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	
0005	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0003 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	Estimated - 1	LOT	\$18,871,599	\$18,871,599
0006	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from	Estimated - 1	LOT	To be Negotiated	

	expiration date of CLIN while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6				
0007	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0005 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	Estimated - 1	LOT	\$19,564,044	\$19,564,044
0008	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0006 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	
0009	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0007 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	Estimated - 1	LOT	\$20,498,710	\$20,498,710
0010	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0008 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	
0011	DD 1423 Contract Data Requirements (See Exhibit 'A')			NSP	
0012	Full Electronic Data Interchange/Commercial Asset Visibility reporting capability			NSP	
0013	Non-recurring- Program Implementation (first 90 days after date of contract)	3	month	\$500,000 FFP	\$1,500,000 FFP
0014	Transition Plan (see Section C, Para IV - 1)			Unpriced	
0015	Overseas Shipment (see Section C, Para II -11)			Unpriced	
0016	Diminishing Manufacturing Sources (DMS) in accordance with Section C (15 months from date of contract)	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0017	DMS in accordance with Section C for a period of 15 months from expiration of CLIN 0016.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0018	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0017.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0019	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0018.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0020	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0019.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price

<b>SOLICITATION, OFFER AND AWARD</b> (REV. 8/98)		1. THIS CONTRACT IS A RATED ORDERED UNDER DPAS (15 CFR 700) <input type="checkbox"/>	RATING <b>D O . . .</b>	PAGE OF PAGES <b>3</b>   <b>35</b>	
2. CONTRACT NO SOLICITATION	3. SOLICITATION NO. <b>N00104-99-R-L001</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>14 JULY 99</b>	6. REQUISITION/PURCHASE NO. <b>N00104-98-Y-W712</b>	
7. ISSUED BY <b>Naval Inventory Control Point- Mechanicsburg 5450 Carlisle Pike P O Box 2020 Mechanicsburg PA 17055-0788</b>	CODE <b>N00104</b>	8. ADDRESS OFFER TO (If other than item 7) <b>Department of the Navy Naval Inventory Control Point - Mechanicsburg Contracting Department (Code 02), Bldg 410, South End Bay K-30 5450 Carlisle Pike, P O BOX 2080 Mechanicsburg PA 17055-0787</b>			

NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder."

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Bldg. 410 South End, Bid Room, Bay K-30 until 2.00 P.M. local time 31 AUG 99  
(Hour) (Date)

10. FOR INFORMATION	A. NAME <b>CALL: BILL WOLFE</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(717)-605-2191</b>
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**11. TABLE OF CONTENTS**

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SE	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBTS AND OTHER ATTACH.</b>			
X	C	DESCRIPTION/SPEC./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	36
X	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFEROR	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.  
12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days, unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish and or all items upon which prices are offered at the prices set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
30 DAYS MINIMUM FOR NET PAYMENT) See Section I, Clause No 52.232-8)	%	%	%	%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offeror and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. CODE <b>15090</b>	FACILITY	16. NAME/TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) <b>M.S. Medvetz Senior Manager, Contracts</b>
NAME AND ADDRESS OF OFFEROR <b>Raytheon Company 1151 East Hermans Road P. O. Box 11337 Tucson, AZ 85734-1337</b>		

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARDS (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	23. NEGOTIATED PURSUANT TO <input type="checkbox"/> 10 U.S.C.2304(c)(1) <input type="checkbox"/> 41 U.S.C 253(c)( )

24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type of print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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NSN 7540-01-152-8064      33-132      Standard Form 33 (REV 4-85)  
 Prescribed by GSA      Previous Edition Not Usable      FAR (48 CFR) 52.214(c)

CONTINUATION SHEET  
 (OPTIONAL FORM 336)

N00104-99-R-L001

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property and provide all non-recurring additional material associated with performance for a period of 15 months while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0001AA	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 1 thru 3 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AB	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 1 thru 3 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$2,557,911.50
0001AC	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 4 thru 6 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AD	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 4 thru 6 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.10
0001AE	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 7 thru 9 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AF	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 7 thru 9 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.10
0001AG	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 10 thru 12 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AH	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 10 thru 12 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.10
0001AJ	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) for months 13 thru 15 ACRN: AA	EST-1	LOT	\$2,557,911.50	\$2,557,911.50
0001AK	Provide CLIN 0001 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) for months 13 thru 15 ACRN: AB	EST-1	LOT	\$1,377,337.10	\$1,377,337.10

0002	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from date of contract while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be negotiated	
0003	IAW Section C, supply all demands required by the Navy, USCG and all FMs CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0001 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0003AA	Provide CLIN 0003 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) ACRN:AA	EST-1	LOT	\$10,848,112.60	\$10,848,112.60
0003AB	Provide CLIN 0003 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$5,841,291.40	\$5,841,291.40
0004	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0002 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	
0005	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0003 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0005AA	Provide CLIN 0005 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) ACRN:AA	EST-1	LOT	\$12,266,539.40	\$12,266,539.40
0005AB	Provide CLIN 0005 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$6,605,059.60	\$6,605,059.60
0006	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0004 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	

0087	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0005 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0007AA	Provide CLIN 0007 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) ACRN:AA	EST-1	LOT	\$12,716,628.60	\$12,716,628.60
0007AB	Provide CLIN 0007 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$6,847,415.40	\$6,847,415.40
0008	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0006 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	
0009	IAW Section C, supply all demands required by the Navy, USCG and all FMS CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0007 while achieving full performance compliance with the categories cited in Section H - Performance Metrics.	EST-1	LOT		
0009AA	Provide CLIN 0009 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(i) ACRN:AA	EST-1	LOT	\$13,324,161.50	\$13,324,161.50
0009AB	Provide CLIN 0009 associated with the supply of demands iaw SOW, SECT C-II, para 5(a)(ii) ACRN:AB	EST-1	LOT	\$7,174,548.50	\$7,174,548.50
0010	IAW Section C, supply all demands required by all FMS non-CLSSA Navy customers as well as receive, warehouse and track Government property for a period of 12 months from expiration date of CLIN 0008 while achieving full performance compliance with the categories cited in Section H - Performance Metrics. Subject to FAR Part 6	Estimated - 1	LOT	To be Negotiated	
0011	DD 1423 Contract Data Requirements (See Exhibit 'A')			NSP	

0012	Full Electronic Data Interchange/Commercial Asset Visibility reporting capability			NSP	
0013	Non-recurring- Program Implementation (first 90 days after date of contract)	3	month	\$500,000 FFP	\$1,500,000 FFP
0014	Transition Plan (see Section C, Para IV - 1)			Unpriced	
0015	Overseas Shipment (see Section C, Para II -11)			Unpriced	
0016	Diminishing Manufacturing Sources (DMS) in accordance with Section C (15 months from date of contract)	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0017	DMS in accordance with Section C for a period of 15 months from expiration of CLIN 0016.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0018	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0017.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0019	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0018.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price
0020	DMS in accordance with Section C for a period of 12 months from expiration of CLIN 0019.	1	LOT	\$282,808 ceiling price	\$282,808 ceiling price

## SECTION B - SUPPLIES/SERVICES, PERFORMANCE

The contract provides all the provisions for the establishment and operation of a commercial Direct Vendor Delivery program applicable to and in support of U.S. Navy's Close-in-Weapon-System used on Navy, U.S. Coast Guard ships and FMS CLSSA ships. A listing of the National Item Identification Numbers (NIINs) is in Attachment I.

The DVD program implemented under this contract is performance based and gives Raytheon program management responsibility and authority to meet performance requirements which are specifically defined in the Section H - Performance Metrics.

The contract requirements, by line item, are stated and priced on the schedule pages. The government shall place orders for its requirements with Raytheon for the duration of the base period. The unit of issue for orders shall be one LOT.

## INVOICING AND PAYMENTS SHALL BE AS FOLLOWS:

Non-recurring CLIN 0013, representing the total amount of the Program Management Office start-up cost for the first 90 days after contract award, shall be billed in three (3) equal amounts every 30 days during these periods.

CLIN 0001- Each sub-clin shall be billed at 1/3rd of the total sub-CLIN amount and shall be billed in three (3) equal amounts every 30 days during this period.

CLINs 0003, 0005, 0007, 0009 shall be billed at 1/12th of the total CLIN amount and will start at completion of previous CLIN billing starting with CLIN 0001. In the event the Government's anticipated coverage of FMS non-CLSSA requirements occurs for CLINs 0002, 0004, 0006, 0008 and 0010 to be negotiated and subject to FAR Part 6, Justification & Approval requirements, billing procedures shall be established in the contract modification. Raytheon shall submit one monthly DD250 citing all the requisitions shipped and a Certificate of Completion for each scheduled, monthly Performance Based Payment. The Certificate of Completion shall apply to the Performance of the milestone achieved, namely the 'completion of one month of delivered supplies and services'. All invoices must be certified by the PCO prior to submittal to the applicable Defense and Financial Accounting Services (DFAS) office. Additional points of contact for certification are the Division Head, NAVICP Code 0213, and applicable NAVICP Program Manager. Each monthly payment constitutes full payment for the services and supplies delivered that month.

## SECTION C - SPECIFICATIONS/STATEMENT OF WORK

### **I - General**

The purpose of this contract is to establish and operate a Direct Vendor Delivery (DVD) Program applicable to the Close-In-Weapon System (CIWS), also known as Phalanx. Under the DVD concept, Raytheon will provide material applicable to the Phalanx program for U.S. Navy and U.S. Coast Guard (USCG) ships, Cooperative Logistics Supply Support Agreement (CLSSA) countries, in response to delivery orders for the unit of issue with customer requisitions providing the destinations and other pertinent information per the performance metrics addressed in Section H - Performance Metrics. The Government anticipates the need to support the requirements of non-CLSSA countries. To the extent that the Government will support the requirements of non-CLSSA countries those requirements will be covered by a supplemental agreement to the contract. Non-CLSSA items with available pricing history shall be priced under a separate proposal 60 days after date of award for negotiation and contract modification under the definitization schedule cited in Section H-Special Contract Provisions. Non-CLSSA items previously unpriced shall require Raytheon to obtain a current quotation for subsequent coverage as a modification to the contract. Raytheon is also obligated to receive and track government-owned assets (carcasses) and warehouse and track the government-owned inventory transferred into its custody at or after contract award

The aim of the contract is to sustain and maintain the established, current Supply Material Availability (SMA) goal of 85% as well as CASREP response times and the "weighted" Average Days Delay (ADD) Time goals of 8 and 14 days for the critical Readiness Based Sparing (RBS)/Secondary Item Weapon System Management (SIWSM) and 'other categories of items' respectively, while simultaneously reducing overall support costs. These ADDs apply to all forwarded requirements. This performance concept anticipates both logistics performance enhancements and cost of ownership benefits from leveraging proven commercial support concepts.

## **II - Raytheon Responsibilities**

### **1. NAVICP Inventory**

Existing and "due-in" government inventories, as of NAVICP data sets dated 10/18/99, shall be delivered without exception at government expense from the various supply centers to the identified Raytheon facility(s) for contractor custody. The government will complete delivery of all on-hand inventories within 120 days after contract award. Raytheon will perform a physical inventory of all inventory and report any discrepancies to NAVICP for resolution and possible equitable adjustment within 60 days of receipt of delivery. Title to all inventory shall remain in the government. Also, title to rotatable pool inventories to include existing government owned piece parts procured by Raytheon will pass to the government and be accounted for under the government inventory. However, once Raytheon assumes custody of the inventory, Raytheon is responsible for any losses due to fire and theft as well as damage from causes other than acts of God.

All 'A' condition material turned into Fleet Industrial Support Centers (FISC), called Material Turned-Into-Stores (MTIS), shall be subsequently shipped to Raytheon for possible requisition fulfillment under this contract and is Government inventory. Equitable contract price adjustments will be considered during the quarterly review meetings if Raytheon utilizes these assets (1) for 'fills' or to decrease/offset planned buys or repairs (2) for direct sales if these assets are considered 'excess' by the NAVICP Program Manager (PM).

### **2. Requisition Processing/Inventory Reporting**

#### **a. Requisition Processing**

Raytheon shall provide complete status via EDI data sets on all received and processed requisitions transmitted by NAVICP. This transactional reporting includes requisition receipts, issues, estimated shipping dates, material releases and deliveries.

#### **b. Enhanced EDI/CAV Inventory Reporting**

Within 9 months of contract award, Raytheon shall report in full compliance with Attachment VII, CAV EDI Data Set Requirements, the stock status for the repairable units received/inducted and processed ('F' to 'M' to 'A') and for material held as spares. Raytheon will be assigned a routing identifier code.

### **3. Scrap/Demilitarization**

- a) Raytheon is permitted to utilize those component parts of non-repairable units (scrap) which are still serviceable. Raytheon shall retain, at his facility, such reusable material for later use under this contract.
- b) Demilitarization (DEMIL) of Navy Excess Property shall be in accordance with a government approved DEMIL Plan that shall apply for the duration of the contract and allow Raytheon to independently and expeditiously DEMIL items which have, directly or indirectly, a significant military utility or capacity.

### **4. Configuration Control**

- a) Opportunities for improvements in reliability and maintainability via configuration changes exist.

Raytheon may identify and incorporate configuration changes as part of the DVD program in order to improve the reliability/availability of the covered systems. However, Raytheon is under no obligation to pursue or incorporate such initiatives. All modifications will be in accordance with the approved Phalanx Configuration Management Plan incorporated by reference. Raytheon is authorized to incorporate Class II Engineering Change Proposals (ECPs) and minor Requests for Deviations/Waivers. Raytheon is also authorized to process Class I ECP reliability changes not impacting form, fit and function (FFF) and requiring re-identification without the usual government approval. Any Class I or II modifications/changes resulting from Class I or II ECPs initiated by Raytheon shall be accomplished at no additional cost to the government unless otherwise mutually agreed.

- b) Any Class I or II modifications/changes initiated by the government are subject to possible equitable adjustment.
- c) Raytheon will provide courtesy copies of all ECPs and RFD/Ws pursuant to CMP025 or successor documents.

#### 5. Repair/Replace/Overhaul

- a) Raytheon shall either repair, modify, and/or overhaul returned articles to Ready for Issue (RFI) condition or replace returned articles with equivalent articles in RFI condition; the determination as to repair, modify, overhaul or replace being solely at the discretion of Raytheon. The methods, procedures, and processes to effect repairs shall be determined by Raytheon. Upon completion of any existing Phalanx NAVICP contracts, residual government-Furnished Material (GFM) will be provided to Raytheon without cost and added to the government owned inventory accounted for in paragraph 1, NAVICP Inventory. Repair of units returned to Raytheon shall consist of restoring the item to its serviceable condition.
- b) Since all of the known material losses, e.g. abuse, water damage, excessive corrosion are currently built into the various attrition percentages provided to Raytheon via files data access, Raytheon will remain responsible for meeting performance metrics outlined in Section H - Performance Metrics.
- c) Raytheon is authorized to retain and use its MILSTRIP requisitioning authority.
- d) Disposition of lower level consumable repair parts removed by Raytheon during repair/modification shall be at the discretion of Raytheon.
- e) Raytheon is authorized to make independent 'beyond economical repair' (BER) determinations.
- f) Raytheon is authorized utilization of commercial specifications, standards and commercially equivalent parts and technology in the repair, modification or new production of spares covered by this contract. However, the above substitutions shall have no negative impact in end item performance.

#### 6. Direct Commercial Sales

Raytheon may make offers to purchase government inventory with the exception of material with Federal Supply Classifications (FSCs) listed in DoD 4140.1-R (Material Management Regulation) para C6.2.2.1.3. Sales of the material with FSCs listed in DoD 4140.1-R require General Services Administration approval.

The offer does not relieve Raytheon from the responsibility of meeting performance metrics. NAVICP will receive the negotiated price as a credit against future work, products or as a monthly invoice adjustment or by other means as shall be mutually agreed at the time. Such a sale will transfer title to the property to Raytheon at time of payment and would reduce government owned inventory levels at contract closeout.

## 7. Customer Response

Raytheon will provide, at time of award, a pager-phone number for NAVICP to notify Raytheon of CASREP requisitions or other requirements during non-working hours. Working hours are defined as Monday through Friday 0800-1700 EST with the exception of federal holidays. NAVICP will provide a similar phone number/pager point-of-contact to coordinate Raytheon efforts with NAVICP's efforts.

## 8. Status Reporting Requirements

After receipt of the EDI generated requisition, Raytheon must provide status, in accordance with referenced MILSTRIP/MILSTRAP procedures, to NAVICP via EDI within 24 hours (for CASREPS) or 1 business day (for all others) after receipt of the EDI generated requisition. Subsequent changes in the status of a requisition must also be reported within the same timeframes after change occurs.

## 9. Shipping Addresses

Requests for destination addresses for CONUS requisitioners can be obtained from the Naval Transportation (NAVTRANS) Navy Fleet locator at 757-443-5425 or the Duty Officer at (757)-443-5305/6. (Available 17 hours/day 5 days/wk, 0500-2200 EST Monday-Friday). NAVTRANS can provide current and accurate destination addresses for mobile units. NAVTRANS is developing an automated cargo routing system featuring commercial and husbanding agent addresses for mobile units, cargo cut-off dates and follow-on address information. When available for commercial accounts, Raytheon may apply for access and use the system as a vehicle to obtain mobile unit cargo routings, using telephone calls as backup.

## 10. Special Tooling and Test Equipment

Government-owned tooling and test equipment are specifically authorized as GFE under this contract on a rent-free basis in the performance of this contract.

## 11. Transportation

Raytheon shall be responsible for transportation and its costs, as well as in-transit visibility of Ready For Issue (RFI) supplies to be delivered within continental United States (CONUS). The government requires delivery to be made to any commercial or government entity, ship or facility in CONUS, Alaska and Hawaii, and to Port of Embarkation (POE) for OCONUS final destinations. The Government anticipates the potential need to provide for future overseas shipping responsibilities to be accomplished by a supplemental modification to the contract. Raytheon would be required to submit a priced proposal for negotiation and definitization in accordance with the schedule cited in Section H. Raytheon shall maintain evidence of shipment for a period of 4 years after shipment.

## 12. Average NIIN Repair and Replacement Costs

In accordance with Exhibit A, Data Item A001, Raytheon shall prepare and submit an annual listing of average repair and replacement costs for each NIIN to NAVICP not later than 28 February of each year. The listing shall contain the information specified for each item cited. Unit costs are to be as accurate as possible and should

include all costs associated with the repair or manufacture of a unit, including but not limited to material, labor, overhead and profit. The information is to be provided in a mutually agreed upon electronic format.

### 13. Diminishing Manufacturing Sources/Material Suppliers (DMS/MS)

Portions of Raytheon's DMS/MS effort are being funded on separate contract(s). In order to perform the total DMS/MS effort Raytheon is responsible to monitor, identify and plan the resolution of DMS/MS and obsolescence issues. As the recognized leader in managing this equipment, Raytheon should plan as far in advance as possible to alleviate DMS/MS occurrences. Raytheon needs to identify DMS/MS or obsolescence situations to NAVICP as early as possible. Raytheon shall also provide a proposed resolution plan which may include life-of-type buys or re-design being taken to meet the requirements of the current contract and what is suggested for the post contractual period. DMS does not excuse Raytheon from the performance metrics except for the specific NIINs affected if the government does not authorize or finance a DMS resolution plan by the date specified in that plan. For the purpose of this contract, the Naval Sea Systems Command will fund all DMS/MS requirements except for short term bridge material requirements covered under CLINS 0016 thru 0020. In the event that NAVSEA or NAVICP funding for DMS/MS effort is inadequate or not provided in a timely manner, Raytheon shall not be responsible for fulfillment of performance metrics for the impacted NIINs until such impact has been remedied. This contract contains the total ceiling price amounts allocated to CLINS 0016 thru 0020 to be used to satisfy DMS material issues. These ceiling prices shall be negotiated on a FFP basis and incorporated by contract modification. Typically, this would involve the purchase of material by the Contractor from those suppliers who plan on discontinuing or redirecting their production of material required to support the overall Phalanx CIWS system. In those situations, the Contractor would use this funding element to procure said material which would be used to fulfill future requirements under this contract.

This amount is currently established as a limitation of Government liability. As such, the Contractor is hereby authorized to expend this amount in satisfaction of this effort. The Contractor will notify the Government when funds are within 75% of being expended and recommend an amount of additional funding to continue this DMS material purchase effort. However, unless and until Government authorization and funding are received the Contractor is not obligated to incur costs, including reasonable profit, in excess of this amount nor is the Government obligated to pay the Contractor for any expenditures in excess of this amount. The "Bridge Buy" material contemplated by the funding on CLINS 0016 thru 0020 is that material required to support discontinuance notices from suppliers requiring Raytheon to respond in less than sixty (60) days. "Bridge Buys" are limited to inexpensive components that must be purchased during this short period to guarantee availability. Raytheon will provide a DMS proposed resolution plan for those components requiring more expensive long-term solutions. Raytheon may invoice for up to 50% of the ceiling price on CLIN 0016 until the definitization schedule for CLINS 0016 thru 0020 has been completed and the price definitized.

### 14. Defective Unit/Quality Deficiency Report (QDR) Procedure

In the event a defective unit is shipped by Raytheon, another 'A' condition asset shall be shipped to the requisitioner under a second received requisition within the prescribed response time while its QDR is being processed. The defective unit shall be returned to Raytheon, in accordance with Section III, paragraph 2 below, for correction and further use under this contract. The government reserves the right to inspect and test all supplies at all places and times when it is in the government's best interest to protect itself in cases of liability involving loss of life or other catastrophic events that are suspected to be the result of quality assurance or inspection failures.

## **III- Government Responsibilities**

1. Retail allowances will be computed by NAVICP in accordance with existing NAVICP procedures and will factor in improvements to reliability where appropriate. The NAVICP Program Manager will provide Raytheon a list identifying for each NSN the total amount of allowance and outfitting material needed by the Required Delivery Dates reflected in the NAVICP Planned Program Requirements file. As installation planning data officially changes, NAVICP will inform Raytheon of the required changes to the quantities and RDDs within 30 days. If NAVICP's failure to take this action results in Raytheon's inability to meet performance metrics, this shall not be counted against Raytheon during evaluation provided, Raytheon can prove a direct causal relationship between NAVICP's failure to take this action and Raytheon's failure to meet performance metrics. Raytheon shall advise NAVICP in a timely manner of its ability to meet performance metrics with the changed circumstances.
2. Fleet-returned failed assets will be returned to Raytheon within an annual average of 90 days of requisitioner's receipt of the "A" condition asset unless otherwise specified in the requisition. These returned carcasses will result from requisitioners submitted MILSTRIP advice codes "5S" or "5G". "5G" advice code indicates that the failed repairable carcass will be turned in under the same document/requisition number without waiting for the receipt of the replacement "A" condition unit. "5S" is a remain-in-place advice code: the unserviceable unit will be turned in after receipt of the replacement. 90 days after delivery, Raytheon shall immediately inform NAVICP of carcass non-receipts for its attention and follow-up within 30 days. If the carcass returns are not made within 120 days from the date of Raytheon's delivery of the items to the requisitioner, an equitable adjustment may be negotiated. The carcass return rates are specified by NIIN in Attachment VI.
3. The government is responsible for the movement of carcasses from the Advanced Traceability and Control (ATAC) hub to Raytheon as well as transportation of RFI overseas assets from the CONUS port of embarkation (POE) to the OCONUS requisitioning activity.
4. Quarterly review meetings or when determined necessary by either party will be conducted at NAVICP or contractor locations.

#### **IV - Contract Completion**

In anticipation of contract completion, the following actions will be taken:

1. The Government anticipates that during the term of the contract, a requirement may develop for Raytheon to submit a support transition plan in anticipation of contract completion. To the extent that the Government may require a transition plan, this requirement will be covered by a supplemental agreement to the contract. The plan shall address the inventory transition process including Raytheon's planned support during this period, the transfer of any Technical Data Package (TDP) changes experienced during the contract period and not yet forwarded to the government and the return of GFP test equipment.
2. The government will update field instructions so failed articles are not returned to Raytheon.
3. Raytheon shall complete in process procurements, repairs, planned inductions and new manufactures based on mutually agreed lead-time requirements. In-process Class I and II ECPs are also included.
4. All government inventory provided at time of award shall be returned at contract completion. This government inventory in Raytheon's possession should be accurate and accountable and reflect all the inventory adjustments or changes in configuration of parts that occurred throughout the contract. NAVICP PM must approve authorized inventory adjustments. Initial outfitting is an example of an authorized

adjustment. Attachment V lists Raytheon's planned and NAVICP approved inventory reductions. A physical inventory less than the government inventory would require an equitable adjustment. The cost to transport this inventory from Raytheon will be borne by the government.

5. Within 60 days of contract completion, a final report of each of the data items required in the DD Form 1423, Exhibit A, shall be submitted by Raytheon reflecting the appropriate final contract period.

6. Raytheon shall maintain the TDP to reflect any changes made to the items and shall submit the source data required to provide the government information necessary to resume organic maintenance and repair of the system. This information shall include, but not be limited to, necessary revisions/changes to existing publications and technical documents. The TDP provided will be in "AS IS" condition representing the same documentation Raytheon had used in the performance of this contract.

7. Raytheon shall return all NAVICP GFP test equipment and support for this equipment to the government in accordance with the transition plan.

8. Should the parties fail to reach an agreement on contract completion, Raytheon shall perform as directed by the PCO. This decision shall be subject to Alternate I of the Disputes clause.

#### **SECTION D - PACKAGING AND MARKING -**

The packaging and packing of all items shall comply with ASTM-D-3951-90 "Standard Practice for Commercial Packaging" and be in accordance with Raytheon Process Document PD 104, Requirements for Shipping Preparation. Current governance under MIL -STD-129 and PPP-B-601 may still apply on Program specific requirements and are not under common governance. The government retains the right to receive revisions to the Process Document. Raytheon has the option of utilizing and 'flowing down' to its subcontractors and suppliers guidelines for the construction on containers and may continue to use as alternate and interchangeable, existing contract shipping requirements as the governance for Shipping Preparation.

Raytheon will use the requirements of MIL- STD-130 for identification and marking. Common methods and processes will be specified. Commercial products and processes may be used provided they meet the intent of MIL-STD-130. The aforementioned 'flowdown' may occur for marking and usage with a minimum variation of processes applicable to depot operations and may continue to use, as alternate and interchangeable, existing contract marking requirements as the governance.

The government will make best efforts to provide shipping containers at the beginning of the contract and within 60 days of Raytheon's request for the few items that require GFP reusable containers. In the event they are not provided/available for RFI assets, Raytheon shall package in accordance with applicable MIL-STDs or best commercial practices.

Raytheon shall be responsible for fleet initiated Reports of Discrepancy (ROD) regarding item and packaging discrepancies.

#### **SECTION E - INSPECTION AND ACCEPTANCE -**

All parts delivered by Raytheon are processed pursuant to Raytheon's quality assurance program. Once a month, Raytheon shall submit a DD 250 (Material Inspection and Receiving Report), a Certificate of

Service along with an attachment, Exhibit A, Data Item A002, that lists all the requisitions filled by Raytheon in the month. This listing may be derived from Commercial Asset Visibility (CAV). All units will be shipped using a DD 1348-1. EDI transaction 945 (material release/shipment confirmation) shall be sent to NAVICP for fleet billing.

FAR 52.246-2 (Inspection of Supplies)-Fixed Price (Aug 1996) is deleted from this requirement pursuant to an authorized FAR deviation waiver in the contract file.

## **SECTION F - DELIVERY**

Delivery of the LOT ordered will be accomplished by requisitions electronically provided to Raytheon, which requisitions will provide destination information.

After Raytheon's receipt of the EDI generated requisition, it must provide status on all requisitions to NAVICP within 24 hours for CASREPS and within one business day for non-CASREP actions. The prescribed periods for the actual processing of requisitions begins with Raytheon's receipt of the requisition through EDI and ends when the part is delivered to the requisitioner via commercial carrier as follows. See Section H, Performance Metrics, for detailed explanations of the performance categories. Compliance with these processing times constitutes a positive SMA 'fill'.

CASREP requests cite priorities 01 - 06 and are identified by a 'W' in the 11th card column of the MILSTRIP requisition and IPG1 MILSTRIP requisitions have priority 01 - 03 cited in card column 60-61. All MILSTRIP CASREPS and IPG1 MILSTRIP requisitions shall be processed Monday through Sunday. All non-CASREP MILSTRIP requisitions will be processed Monday through Friday.

FMS MILSTRIP requisitions cite "P" in the 1st card column. CLSSA MILSTRIP requisitions cite "V" in the 5th card column of the MILSTRIP requisition.

## **SECTION G - CONTRACT ADMINISTRATION**

NAVICP-M shall retain responsibility for performance of contract administration functional areas applicable to this contract. *See PCO info. below.*

### **ACCOUNTING DATA**

Data will be cited at the time of award.

### **CONTRACTUAL MATTERS**

The PCO representative is:

Bill Wolfe, Code 0213.18, ph 717-605-2191, fax 717-605-7317, DSN 430-2191  
Email William\_R\_Wolfe@icpmech.navy.mil  
*Alternate POC is Division Head, Code 0213, ext 1686*

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

## ESTIMATED QUANTITIES REQUIREMENTS

The estimated quantity of LOT referenced in CLINs 0001, 0003, 0005, 0007 and 0009 is one. Each LOT shall consist of the NIINs in Attachment I (irrespective of the form, fit, function or nomenclature) required to support the CIWS systems described in the respective CLIN as demands.

## VARIATION IN QUANTITY

- (a) Equitable adjustments may be negotiated at the end of each contract year in the event the number of demands supplied are less than 85% or more than 115% of the total number of annual demands (Quarterly Demand Forecast (QDF) –see Attachment VI- times four), forecasted for that line item (NIIN). Such equitable adjustment shall consider the entire deviation for all NIINs from the baseline as well as any delivery penalties (ADD adjustments) that may have been assessed for the demands involved.
- (b) At the beginning of each contract year, except for the first year, the contract may be equitably adjusted in the event the number of supported U.S. Navy and CLSSA mounts, as counted by block and baseline configurations, is less than 95% or more than 105% of the quantities of mounts specified in Attachment IV.

## SMALL BUSINESS MANAGEMENT

The current, approved Comprehensive Subcontracting Plan for RAYTHEON will apply to this contract. RAYTHEON shall make every attempt to sustain/enhance the existent CIWS small business base. For instance, RAYTHEON should make every effort to award subcontracts to small business vendors that are currently prime contractors for CIWS items under other government contracts. RAYTHEON shall provide annual feedback to the ACO and PCO citing the NIINs that were subcontracted and the firms that received the awards, DD Form 1423, Exhibit A, Data Item A003. Performance against the Comprehensive Subcontracting Plan will be reviewed and used as part of the criteria for the continued performance of the contract.

## DEFINITIZATION SCHEDULE (All days are after date of request)

Submission of Proposal and Cost Data	60 days
Evaluation of Proposal	90 days
Negotiation and Issuance of Definitizing Modification	120 days

## PERFORMANCE METRICS

Raytheon will be evaluated on the following performance metrics. They cover the following areas: requisitions for U.S. Navy, Coast Guard and FMS CLSSA.

The first metric covers Issue Priority Group (IPG) 1 and CASREP requisitions on which Raytheon must average a 5 calendar day delivery. No IPG 1 or CASREP item shall take longer than 9 calendar days to deliver from receipt of requisition.

The second and third metrics covers ADD requirements for SIWSM critical and "other" items. The NIINs listed in Attachment III are the NAVICP managed SIWSM critical items requiring Raytheon to achieve an average ADD target of 8 days. The third metric covers all remaining items and requires Raytheon to

achieve an ADD target of 14 days. With respect to the second and third metrics, the following definitions apply: a relationship exists between (1) SMA which is the percentage of time that material is shipped on the same day as the requisition is received, (2) ADD, the weighted average in days that customer's requests must wait before material is delivered and (3) Average Days Delayed Backordered (ADDBO) which is the non-weighted average time requisitions remain in backorder status until material is delivered.

For example, NAVICP has achieved a two-year average SMA for CIWS items of 85% and an ADDBO time of 93 days. Taking this relationship, NAVICP is currently achieving a 'weighted' ADD of approximately 14 days across all CIWS managed other items:  $ADD = (.85 \text{ fill X '0'}) + (.15 \text{ X } 93 \text{ days}) = 14 \text{ days}$ . Substantially reducing the 93 days ADDBO to 55 days results in the 'weighted' average ADD of 8 days for SIWSM critical items. Accordingly, Raytheon has the choice of varying either SMA or ADDBO to achieve the specific ADD targets for the second and third categories of material. Performance metrics begin 120 days after contract award with the exception of items in Attachment VIII. Performance metrics for the items in Attachment VIII begin after a stated lead-time after contract award or material receipt; whichever is sooner. Raytheon has no obligation to fill any demand during the first 120 days after issuance of the Order for CLIN 0001AA except for any demands for 'A' condition NIINS that have transitioned to the Raytheon facility. In this instance, deliveries shall be in accordance with the established metrics.

As required by Exhibit A, Data Item A004, Raytheon shall compute and submit to NAVICP within 15 days of the end of completed month, the achieved CASREP RRTs, SMA and ADD factors for each completed month for performance evaluation by NAVICP. No negative adjustments due to sub-metric performance shall be made to the monthly, firm fix priced invoices within the above cited transition periods. Evaluation will be on a quarterly basis, and if Raytheon does not meet the performance metrics on average for the three (3) months, it is subject to the following equitable adjustments, applicable to all requisitions, applied to the total recurring amount paid for the quarter being evaluated per category. However, on an annual basis, the performance for the entire year will be evaluated and if the metrics on average for the year have been met, Raytheon is entitled to earn back 65% of the negative adjustments made throughout the year.

**PERFORMANCE METRICS for NAVY, COAST GUARD, CLSSA FMS**

ADD (CRITICAL)	FFP Adjustment	ADD (All OTHER)	FFP Adjustment
8 days	0%	14 days	0%
9 days	-.5%	15 days	-.5%
10 days	-1.0%	16 days	-1.0%
11 days	-1.5%	17 days	-1.5%
12 days or more	-1.75%	18 days	-1.75%

CASREPs/ IPG1s	Adjustment Per Requisition Per Day*
1-2 calendar day delivery	\$150
3-4	\$100

calendar days	
5-8 calendar days	\$0
9+ calendar days average	-\$100

\*CASREPs/IPG 1 adjustments per requisition per day are capped at \$10,000 maximum per requisition and \$150,000 per contract year.

In addition to the CASREP/IPG1 adjustment per requisition per day adjustment, CASREP/IPG1 deliveries exceeding a 6 day average are subject to a 1% adjustment applied to the total recurring amount paid for the quarter being evaluated. These quarterly adjustments are subject to annual recoupment, the same as for the 'critical' and 'all other' categories, based on the average annual metrics for CASREPS/IPG1s.

Raytheon shall be liable for the above specified adjustments unless nonperformance is caused by an occurrence beyond the reasonable control of Raytheon and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, and unusually severe weather. Raytheon shall notify NAVICP in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice of the cessation of such occurrence.

### WORK FLOW

A continuous uninterrupted work flow of all CLINS is of the essence under this contract. Since these CLINS are requirements contract type CLINS, in the event that CLINs (0001; 0003; 0005; 0007; 0009) are not ordered in a manner that allows continuous uninterrupted work flow, the Contractor shall:

- a) not be responsible for performance delays of the work effort,
- b) not be responsible for fulfillment of performance metrics

### PASS HARDWARE

Once existing NIINs for the Parameter Analysis Storage System (PASS) listed in Attachment IX are exhausted future requisitions will be referred to the new configuration "PASS COTS".

## SECTION I - CONTRACT CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

( )  
( )

(Insert one or more Internet Address)

These clauses apply if checked:

- |       |              |  |
|-------|--------------|--|
| ( x ) | 52.204-2     | SECURITY REQUIREMENTS (AUG 1996)   |
| ( x ) | 52.215-22    | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA<br>(OCT 1995)                                     |
| ( x ) | 52.215-24    | SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)  |
| ( x ) | 52.215-27    | TERMINATION OF DEFINED BENEFIT PENSION PLAN<br>(SEP 1989)  |
| ( x ) | 52.215-30    | FACILITIES CAPITAL COST OF MONEY (SEP 1987)  |
| ( x ) | 52.215-39    | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT<br>BENEFITS (PRB) OTHER THAN PENSIONS (FEB 1995) |
| ( x ) | 52.215-40    | NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995)   |
| ( x ) | 52.226-1     | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN<br>OWNED ECONOMIC ENTERPRISES (SEP 1996)              |
| ( x ) | 52.230-1     | COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION<br>(APR 1996)                                    |
| ( x ) | 52.230-2     | COST ACCOUNTING STANDARDS (APR 1996)   |
| ( x ) | 52.230-4     | CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)  |
| ( )   | 52.230-5     | COST ACCOUNTING STANDARDS-EDUCATIONAL INSTITUTION<br>(APR 1996)                                      |
| ( x ) | 52.230-6     | ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)   |
| ( )   | 52.242-2     | PRODUCTION PROGRESS REPORTS (AUG 1991)   |
| ( x ) | 52.242-4     | CERTIFICATION OF INDIRECT COSTS (OCT 1995)   |
| ( x ) | 52.244-1     | SUBCONTRACTS (FIXED-PRICE CONTRACTS) (FEB 1995)  |
| ( )   | 52.245-1     | PROPERTY RECORDS (APR 1984)  |
| ( x ) | 52.245-2     | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) ( <i>DEVIATION</i> )( <i>FULL TEXT BELOW</i> )           |
| ( X ) | 252.204-7000 | DISCLOSURE OF INFORMATION (DEC 1991)   |
| ( X ) | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT<br>HOLDERS (DEC 1991)                              |
| ( X ) | 252.215-7000 | PRICING ADJUSTMENT (DEC 1991)  |
| ( X ) | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS (DEC 1991)   |
| ( )   | 252.225-7026 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED<br>STATES (MAY 1995)                            |
| ( X ) | 252.231-7000 | SUPPLEMENTAL COST PRINCIPALS (DEC 1991)  |

52.245-2 -- Government Property (Fixed-Price Contracts)(Approved Deviation).

As prescribed in 45.106(b)(1), insert the following modified Government Property (Fixed-Price Contracts) clause:

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule.

(3) If the initially provided Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (g) of this clause.

(b) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon --

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

Attachment (1)

(C) Reimbursement of the cost of the material by the Government, whichever occurs first

(c) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(d) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound commercial practices. Prior to contract award, the DCMC Property Administrator shall review the contractor's program, inclusive of UPS/WWL's system, for acceptability.

(e) Physical Inventories/Audits: The Government reserves the right to require annual audits for cycle count to verify inventory accuracy. The Government also reserves the right to require bi-annual audits of UPS/WWL facility. A Government Approved Property Control Plan is not required due to reliance on UPS/WWL's commercially proven Logistics Supply Chain System.

(f) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (b) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(g) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

(1) Any delay in delivery of Government-furnished property; or

(2) Delivery of Government-furnished property in a condition not suitable for its intended use

(h) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. RMS must return the GFP at the levels originally provided plus any procurements less any NAVICP-M authorized reductions such as disposals, satisfying initial outfitting requirements, direct commercial sales or fund the difference.

The Contractor shall prepare for shipment, or f.o.b. origin, or dispose of the Government property as directed or authorized by the Contracting Officer. The net proceeds of any disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(i) Communications. All communications under this clause shall be in writing.

(End of Clause)

PART I - REQUIRED:

52.232-1 PAYMENTS (APR 1984)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.243-1 CHANGES - FIXED PRICE (AUG 1987)

PART II - WHEN APPLICABLE:

52.202-1 DEFINITIONS (OCT 1995)

(Applies if value is equal to or exceeds \$100,000)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

52.204-4 PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)

52.211-15 DEFENSE PRIORITY AND ALLOCATIONS REQUIREMENTS (SEP 1990)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)

52.222-3 CONVICT LABOR (AUG 1996)

(Will apply to orders unless Walsh-Healey Public Contracts Act is incorporated)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

52.223-2 CLEAN AIR AND WATER (APR 1984)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
(JAN 1997)

52.223-6 DRUG-FREE WORKPLACE (JUL 1990)  
(Applies if value of contract exceeds \$100,000)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCT 1996  
(Applies if value of contract exceeds \$100,000)

52.225-10 DUTY-FREE ENTRY (APR 1984)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)  
(Applies if value of contract is over \$100,000)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  
(AUG 1996)  
(Applies if value of contract is over \$100,000)

52.229-3 FEDERAL STATE AND LOCAL TAXES (JAN 1991)  
(Applies if value of contract is over \$100,000)

52.229-5 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO  
RICO (APR 1984)

52-232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (JUN 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52-232-25 PROMPT PAYMENT (MAY 1997)

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT  
(AUG 1996)

52.232-34 OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT  
(AUG 1996)

52.233-1 DISPUTES (OCT 1995)

52.242-13 BANKRUPTCY (JUL 1995)  
(Applies if value of contract exceeds \$100,000.)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

52.246-23 LIMITATION OF LIABILITY (FEB 199)

52.247-34 F.O.B. DESTINATION (NOV 1991)

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
(SEP 1996)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.209-7000 ACQUISITIONS FROM SUBCONTRACTORS SUBJECT TO ON-SITE  
INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR  
FORCES (INF) TREATY (NOV 1995)  
(Applies if value of contract exceeds \$100,000)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND  
COMPONENTS) (MAR 1998)

252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS (MAR 1998)

252.225-7012 PREFERENCE FOR CERTAIN COMESTIC COMMODITIES (SEP 1997)

252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS (DEC 1991)  
(Applies if value exceeds \$100,000)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS  
(FEB 1998)

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997)

252.225-7029 PREFERENCE FOR UNITED STATES OR CANADIAN AIR CIRCUIT BREAKERS (FEB 1998)

252.225.7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)  
(APPLIES IF VALUE EXCEEDS \$25,000)

252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM  
(MAR 1998)

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OF DISCLOSURE RESTRICTIONS (JUN 1995)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

I-HAZARDOUS MATERIALS (JUNE 1994) (NAVSUP)

(a) Hazardous materials as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling storage and transportation (including revisions adopted during the term of this contract). Such definitions include the following:

<u>Class/Division</u>	<u>Definition</u>
1	Explosives
2.1	Flammable Gas
2.2	Non-Flammable Compressed Gas
2.3	Gas Poisonous by Inhalation
3	Flammable Liquid (not more than 141 F flash point)
4.1	Flammable Solid
4.2	Spontaneously Combustible Material
4.3	Dangerous When Wet Material
5.1	Oxidizer
5.2	Organic Peroxides
6.1	Poisonous Material
6.2	Infectious Substances
7	Radioactive Material
8	Corrosive Material
9	Miscellaneous Hazardous Material/Other Regulated Material (ORM)

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation Code of Federal Regulation, Title 49, Part 100 - 199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f) and (g) below.

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

(d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance U.S. Postal Service Publication #52.

(e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International Maritime Organization International Maritime Dangerous Goods (IMDG) Code.

(f) Hazardous materials intended for shipment, via commercial air, shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods By Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.

(g) Hazardous materials intended for shipment, via military aircraft shall be packaged, packed, marked, labeled, and certified in accordance with AFJMAN 24-204 (formerly AFR 71-4)/TM 38-250/NAVSUP PUB 505/MCO P4030.19/DLAM 4145.3 (Preparing Hazardous Material For Military Air Shipments).

(h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.

(i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance tests in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test report indicating test compliance shall be available for inspection by authorized government representatives.

(j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81059 (Performance Oriented Packaging Test Report) and DI-PACK-80121 (Special Packaging Instruction). When these DIDs are referenced only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards which have adopted for government use.

(k) A Material Safety Data Sheet, required in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

( ) Alternate I (Oct 1995). As prescribed in 3.503-2, substitute the following paragraph in place of paragraph (b) of the basic clause:

(o) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

#### 52.222-26 EQUAL OPPORTUNITY (APR 1984)(DEVIATION)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Note: It shall not be a violation of Executive Order 11246 for a contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. See 22.807(b)(4).

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not limited to--

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements, for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall, within 30 days following the award, file Standard Form 100 (EEO-1), or any successor form, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its premises by the contracting officer or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of conducting on-site compliance reviews and inspecting such books, records, accounts, and other materials as may be relevant to an investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contract officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1

Alternate I (Apr 1984).

As prescribed in 22.810(e), add the following as a preamble to the clause.

Notice: The following terms of this clause are waived for this contract: \_\_\_\_\_ (Contracting Officer shall list terms).

## 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

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

"Appropriate office of the State employment service system," means the local office of the Federal-State national system of public employment offices assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

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

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the openings occur. These openings include those occurring at any Contractor facility, including one

not connected with performing this contract. An independent corporate affiliate is exempt from this requirement

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all (employment) openings with the appropriate office of the State employment service.

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

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

(d) Applicability. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and

(ii) the rights of applications and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

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

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

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

( ) Alternate I (APR 1984). As prescribed in 22.1308((a)(2)), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: List term(s)

( )

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

##### (a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as --

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

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

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

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

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

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

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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

and

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

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C.793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating --

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

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

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

( ) Alternate I (Jun 1998). As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: ( ) (term(s)).

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 1995)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E as follows:

"WARNING: Contains (or manufactured with, if applicable \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\* The Contractor shall insert the name of the substance(s).

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource," means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

"Title III project contractor," means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert Substance of the clause, including paragraph (e), in every subcontract issued in performance of this contract.

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country duty-free entry.

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)

(a) Definitions.

As used in this clause--

(1) "Qualifying country" means any country set forth in subsection 225.814-1 of the Defense Federal Acquisition Regulation Supplement.

(2) "Specialty metals" means--

(i) Steel--

(A) Where the maximum alloy content exceeds one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) That contains more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium base alloys.

(b) The Contractor agrees that any specialty metals incorporated in articles delivered under this contract will be melted in the United States, its possessions, or Puerto Rico.

(c) This clause does not apply to the extent that--

(1) The Secretary or designee determines that a satisfactory quality and sufficient quantity of such articles cannot be acquired when needed at U.S. market prices;

(2) The specialty metal is melted in a qualifying country or is incorporated in an article manufactured in a qualifying country; or

(3) The acquisition is necessary to comply with agreements with foreign governments requiring the United States to purchase supplies from foreign sources to offset sales made by the U.S. Government or U.S. firms under approved programs; or

(4) The specialty metal is purchased by a subcontractor at any tier.

( ) ALTERNATE I (MAR 1998)

As prescribed in 225.7002-3(b), substitute the following paragraph (c) for paragraph (c) of the basic clause, and add the following paragraph (d) to the basic clause:

(c) This clause does not apply to the extent that--

(1) The Secretary or designee determines that a satisfactory quality and sufficient quantity of such articles cannot be acquired when needed at U.S. market prices;

(2) The specialty metal is melted in a qualifying country or is incorporated in an article manufactured in a qualifying country; or

(3) The acquisition is necessary to comply with agreements with foreign governments requiring the United States to purchase supplies from foreign sources to offset sales made by the U.S. Government or U.S. firms under approved programs.

(d) The Contractor agrees to include the terms of this clause, including this paragraph (d), in every subcontract or purchase order awarded under this contract unless the item being purchased contains no specialty metals.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions.

As used in this clause--

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

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

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

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

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996,

the term does not include a supplier, materialman, distributor, or

vendor of

commercial items or commercial components.

- (6) "Supplies" means all property, ~~at~~ land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment, machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessel in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of Shipper and consignee
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Divisions of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washing DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
- (1) Price contractor number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor has the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of

the Contracting Officer. The Contractor shall describe these shipments in the following format:

TOTAL	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
(f)	If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessel in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.		
(g)	The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.		

J-LIST OF ATTACHMENTS (NOV 1992)

The documents listed below marked with an "X" are physically included in this solicitation package. Listed documents marked with an "X" preceded by an asterisk (\*) will be included in any resulting contract.

- (X) \*Information to Offerors (DD Form 1707)
- (X) \*Solicitation, Offer, and Award (Std Form 33)
- (X) \*Schedule (Pages 2 thru 7)
- (X) \*STATEMENT OF WORK
- (X) \*DD Form 1423
- (X) \*DD Form 1423 (back)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All the offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN)

- TIN: 954379519\_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:

- Offeror is nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government.
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. \_\_\_\_\_

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity;
- Sole proprietorship
  
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent

- Offeror is not owned or controlled by a common parent as described in paragraph (a) of this clause.
- Name and TIN of common parent:

Name \_\_\_\_\_

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTER (MAR 1996)

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

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

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture, or ( x ) a corporation incorporated under the laws of the State of Delaware

(b) If the offeror or respondent is a foreign entity, it operates as

( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture, or ( ) a corporation, registered for business in (country)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)(DEVIATION)

The offeror represents that--

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

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

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

52.222-25 AFFIRMATIVE ACTION COMPLIANCE

This offeror represents that--

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

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

The Offeror certifies that-

- (a) Any facility to be used in the performance of this proposed contract is
- ( x ) is not ( ) listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT 1996

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certified that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6007 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
- ( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL(If None, Insert "None.") ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

L-NOTICE TO OFFERORS - ALTERNATIVES TO MILITARY SPECIFICATIONS AND STANDARDS  
(Applies if value of contract is expected to be \$100,000 or greater)

The Department of Defense is committed to minimize the incorporation of military specifications and standards and outdated federal and commercial documents in contracts, and is seeking to use alternative, tailored, or updated nongovernment specifications and standards to the maximum extent practicable to satisfy its requirements. Offerors are encouraged to identify and propose alternatives to those military, federal or commercial specifications and standards which are incorporated in this solicitation. Such alternatives will be considered by the government during the source selection.

52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

52.215-9 CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)  
(\$10M)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-15 TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 1997)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 1984)(DEVIATION)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE  
REPORTING (DEC 1991)  
CAGE Code is 15090

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ( ) DX rated order, ( x ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) supply requirements contract resulting from this solicitation.

#### 52.216-21 REQUIREMENTS

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 2006. *In the event that any such effort is required subsequent to the period of performance of this order, the*

Contractor shall be due an equitable adjustment to its impacts on cost and time of performance. In such circumstances, all delivery adjustments shall be considered not applicable.

#### 52.216-18 ORDERING

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 2000 through March 2005.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 52.216-19 ORDER LIMITATIONS

##### PLACING AND PROCESSING ORDERS

##### Order Limitations (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 Lot the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of 1 Lot.
  - (2) Any order for a combination of items in excess of 1 Lot.
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

##### (a). Ordering Period

The Government may during the period commencing on the date of execution of this contract and 60 months (base period) from the date thereof, place orders for DVD performance hereunder.

##### (b). Authorized Ordering Activity

- (1) The PCO shall place orders under this agreement in the manner provided elsewhere herein.

#### 5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA

(JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

- (1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;
- (2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent request for data are related properly to such business purpose.
- (3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain

circumstances, to obtain an export license prior to the use of technical data within the United States) and agree that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

#### 5252.211-9000 NOTICE OF OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 93)

(a) In accordance with section 326 Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

#### Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

#### 5252.227-9401 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

**Section J - List of Attachments**

- I. DVD Supported NIINS
- II. TBD
- III. List of Critical NIINS
- IV. Phalanx Population/Configuration
- V. Planned Inventory Reductions
- VI. Starting Inventory Position and Carcass Return Rates by NIIN
- VII. CAV EDI Data Set Requirements
- VIII. Long Lead Material NIINS initially excluded from metrics
- IX. List of PASS Hardware NIINS



ATTACHMENT  
AVERAGE REPAIR/REPLACEMENT PRICE LISTING  
CATEGORY DEFINITIONS

<u>CC</u>	<u>HEADINGS</u>	<u>DEFINITION</u>
1-9	NIIN	ENTER NUMERICS; NO DASHES
10-11	COG	EX: "7H" OR "7G" OR "1H" PRECEDES NSN
12-17	CAGE	( Q ) (ENTER APPLICABLE CAGE)
18-24	OBSERVATION DATE	EX: 1992353
25	OBSERVATION TYPE	5 (Repair); 1 (Replacement)
26-30	OBSERVATION QTY	EX: 00003
31-45	CONTRACT NUMBER	(N00104 ) (ENTER APPLICABLE #)
46-49	DELIVERY ORDER	(ENTER APPLICABLE #)
50-58	UNIT PRICE	EX: 000045099) (\$450.99)
59-100	(LEAVE BLANK)	N/A





