

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DXA5	Page 1 Of 17
-----------------------	---	--------------------	----------------------------

2. Contract (Proc. Inst. Ident) No. DAAE20-03-C-0029	3. Effective Date 2002DEC12	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
---	--------------------------------	---

5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-C MARILYN WILLIAMSON (309)782-5108 ROCK ISLAND IL 61299-7630 e-mail address: WILLIAMSONM@RIA.ARMY.MIL	Code	W52H09	6. Administered By (If Other Than Item 5) DCMA LONG ISLAND 605 STEWART AVE GARDEN CITY NY 11530-4761	Code	S3309A
			SCD A PAS NONE	ADP PT HQ0337	

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) TAPESWITCH CORPORATION 100 SCHMITT BLVD FARMINGDALE NY 11735 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Item 12 To The Address Shown In:	
Code 12427	Facility Code

11. Ship To/Mark For XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001	Code	W25G1U	12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	Code	HQ0337
--	------	--------	--	------	--------

13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2)) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09
--	--

15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					
15G. Total Amount Of Contract					\$136,021.68

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	14
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	17
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	10	L	Instrs., Conds., and Notices to Offerors		
X	G	Contract Administration Data	11	M	Evaluation Factors for Award		
X	H	Special Contract Requirements	12				

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed 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. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	---

19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer ROXANNE SPURGETIS SPURGETISR@RIA.ARMY.MIL (309)782-4886
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed
20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2002DEC12

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 2 of 17

PIIN/SIIN DAAE20-03-C-0029

MOD/AMD

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
-----	--------	--	----------

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52.201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
	TACOM-RI		

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0029 MOD/AMD	Page 3 of 17
---------------------------	---	---------------------

Name of Offeror or Contractor: TAPESWITCH CORPORATION

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-5 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 17****PIIN/SIIN** DAAE20-03-C-0029**MOD/AMD****Name of Offeror or Contractor:** TAPESWITCH CORPORATION

A-6 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
 TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

Remittance address is as follows:

TAPESWITCH CORPORATION
P.O. Box 9601
Uniondale, NY 11555-9601

ATTN: Accounts Receivable

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-C-0029 MOD/AMD

Name of Offeror or Contractor: TAPESWITCH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 5930-01-211-3675 NOUN: SWITCH, SENSITIVE FSCM: 19200 PART NR: 9376476 SECURITY CLASS: Unclassified																												
0001AA	<u>PRODUCTION QUANTITY</u> PRON: M131A311M1 PRON AMD: 02 ACRN: AA AMS CD: 070011JEE62 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="264 890 846 940"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52H092318H676</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="264 940 769 1100"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>125</td> <td>27-DEC-2002</td> </tr> <tr> <td>002</td> <td>175</td> <td>17-JAN-2003</td> </tr> <tr> <td>003</td> <td>186</td> <td>15-FEB-2003</td> </tr> </tbody> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H092318H676	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE	001	125	27-DEC-2002	002	175	17-JAN-2003	003	186	15-FEB-2003	486	EA	\$ 279.88000	\$ 136,021.68
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001	W52H092318H676	W25G1U	J		1																								
DEL REL CD	QUANTITY	DEL DATE																											
001	125	27-DEC-2002																											
002	175	17-JAN-2003																											
003	186	15-FEB-2003																											
0002	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified <u>DATA ITEM</u> Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) <u>Inspection and Acceptance</u>			\$ ** NSP **	\$ ** NSP **																								

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN DAAE20-03-C-0029 **MOD/AMD**

Page 6 of 17

Name of Offeror or Contractor: TAPESWITCH CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0029 MOD/AMD	Page 7 of 17
---------------------------	---	---------------------

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 9376476 with revisions in effect as of 10/17/01 (except as follows):

SQ 9376476:

Delete AQLs; replace with MIL-STD-1916 VL IV for MAJOR & VL II for MINOR characteristics.

Page 1, PART I, under SPECIFICATION, add MIL-W-63150.

Page 2, PART II, TABLE I, add MINOR 206 as follows:

206 WORKMANSHIP (See MIL-W-63150) VISUAL

Pages 4 & 5, under PART III - CERTIFICATION REQUIREMENTS, add:

The certification provisions of MIL-W-63150 for Certification of Conformance (COC) and Certified Test Reports (CTR) shall apply for the following:
(CS6100)

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D-, Date 15 DEC 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
 Level of Packing: B
 Quantity Per Unit Package: 001
 SPI Number: P9376476, REV. B, DATED 11 AUG 00

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -6-, Date -7-, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117.

(End of clause)

(DS6411)

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
()	Quality Systems - Model for QA	ISO 9003	18 JUL 94	untailored

(End of clause)

(EF6002)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 10 of 17

PIIN/SIIN DAAE20-03-C-0029

MOD/AMD

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
H-2	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is williamsonm@ria.army.mil. The data fax number for submission is (309) 782-5094, ATTN: MARILYN WILLIAMSON.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

H-3	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
-----	-------------------------	--	----------

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: _____

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 17

PIIN/SIIN DAAE20-03-C-0029

MOD/AMD

Name of Offeror or Contractor: TAPESWITCH CORPORATION

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 14 of 17

PIIN/SIIN DAAE20-03-C-0029

MOD/AMD

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-4	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-5	52.232-1	PAYMENTS	APR/1984
I-6	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-7	52.232-11	EXTRAS	APR/1984
I-8	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-9	52.232-25	PROMPT PAYMENT	FEB/2002
I-10	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-11	52.233-1	DISPUTES	JUL/2002
I-12	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-13	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-14	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-15	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-16	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-17	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-18	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-19	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-20	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-21	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-22	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-23	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-24	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-25	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-26	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-27	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

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

or

www.acq.osd.mil/dp/dars

(IF8001)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 15 of 17

PIIN/SIIN DAAE20-03-C-0029

MOD/AMD

Name of Offeror or Contractor: TAPESWITCH CORPORATION

I-28 52.245-9 USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0029 MOD/AMD	Page 16 of 17
---------------------------	---	----------------------

Name of Offeror or Contractor: TAPESWITCH CORPORATION

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-29 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 17 of 17****PIIN/SIIN** DAAE20-03-C-0029**MOD/AMD**

Name of Offeror or Contractor: TAPESWITCH CORPORATION

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	CONTRACT DATA REQUIREMENTS LIST	29-OCT-2001	001	