

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		▶ Rating DOA5	Page 1 Of 34	
2. Contract (Proc. Inst. Ident) No. DAAE20-01-C-0123		3. Effective Date 2001SEP10		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ELVIA JAGGERS (309)782-3271 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCM PITTSBURGH 1000 LIBERTY AVENUE RM 1612 FEDERAL BUILDING PITTSBURGH PA 15222-4190			Code S3911A
e-mail address: JAGGERSE@RIA.ARMY.MIL		SCD B PAS NONE		ADP PT SC1012		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) BRASHEAR LP 615 EPSILON DR PITTSBURGH PA 15238-2807			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
TYPE BUSINESS: Other Small Business Performing in U.S.			9. Discount For Prompt Payment			
			10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶		Item 12	
Code 09TS1		Facility Code		To The Address Shown In:		
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/MINUTEMAN DIVISION PO BOX 182266 COLUMBUS OH 43218-2266			Code SC1032
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Schedule Of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
SEE SCHEDULE	CONTRACT TYPE: Firm-Fixed-Price	KIND OF CONTRACT: Supply Contracts and Priced Orders				
Contract Expiration Date: 2004JAN30				15G. Total Amount Of Contract ▶ \$3,144,090.00		

16. Table Of Contents

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X	C	Description/Specs./Work Statement	14	X	J	List of Attachments	34
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

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 JERRY L YOWELL YOWELLJ@RIA.ARMY.MIL (309)782-6736	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 34**

PIIN/SIIN DAAE20-01-C-0123

MOD/AMD

Name of Offeror or Contractor: BRASHEAR LP

SECTION A - SUPPLEMENTAL INFORMATION

1. Solicitation DAAE20-00-R-0264 is hereby awarded as an FIRM FIXED PRICE CONTRACT. THIS AWARD IS FOR THE OBJECTIVE PROPOSAL SUBMITTED BY THE CONTRACTOR AND PRESENTATION DURING THE ORAL PRESENTATION. THE SOLICITATION TERMS AND CONDITIONS HAVE BEEN AMENDED TO READ AS FOLLOWS:

- A. ALL CONTRACT PROVISIONS AND REFERENCE TO INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACTING HAVE BEEN DELETED.
- B. TO INCLUDE AN UNEVALUATED OPTION PROVISIONS INTO THE CONTRACT AND INCORPORATE BRASHEAR'S UNEVALUATED UNIT PRICES, RANGES AND OPTION PERIODS AS ATTACHMENT 008. NOTE: CLIN 0002 WILL BE USED TO AWARD ANY OPTION QUANTITIES. UNIT PRICES FOR EACH UNEVALUATED OPTION PERIOD WILL BE NEGOTIATED PRIOR TO BEING EXERCISED.
- C. TO AMEND SECTION F - DELIVERY PROVISIONS TO INCLUDE DELIVERY SCHEDULE AND PRODUCTION RATE PER MONTH FOR THE UNEVALUATED OPTION QUANTITIES.
- D. TO CHANGE THE ORDERING RANGE FROM 1-50 TO 15-50 AS STATED IN ATTACHMENT 0008.

NOTE: FIRST ARTICLE TEST REPORT (CLIN 0002AA) AND WARRANTY (SERVICE OPTION) CLIN 0002AC ONLY APPLIES TO THE UNEVALUATED OPTION QUANTITIES. THE GOVERNMENT MAY AWARD ONE OR BOTH OF THESE CLINS AT WHEN AND IF A PRODUCTION QUANTITY IS AWARDED UNDER THE OPTION PROVISION OF THIS CONTRACT. THE PRICES FOR THE FIRST ARTICLE AND THE WARRANTY ARE AS FOLLOWS:

CLIN 0002AA - THE FIRST ARTICLE TEST REPORT PRICE \$52,668.00

CLIN 0002AC - SERVICE OPTION \$1,325.00

E. DELETE ATTACHMENT 003 (DD FORM 254) FROM THIS CONTRACT AWARD DOCUMENT BASED ON THE FACT THAT THE BRASHEAR'S "OBJECTIVE" (SAFCS II) DESIGN DOES NOT REQUIRE LASER EYE PROTECTION. THEREFORE, THE CONTRACT DOES NOT REQUIRE ACCESS AND CLASSIFIED DOCUMENTS.

2. AWARD IS AS FOLLOWS:

- A. CLIN 0001AA - 13 EACH SMALL ARMS FIRE CONTROL SYSTEMS II (SAFCS II) AT A UNIT PRICE OF \$150,000.00 FOR A TOTAL OF \$1,950,000.00
 - B. CLIN 0001AB - 7 EACH SAFCS II AT A UNIT PRICE OF \$150,000.00 FOR A TOTAL OF \$1,050,000.00
 - C. CLIN 0001AC - 2 EACH SAFCS II UNITS IN SUPPORT OF THE DEVELOPMENTAL AND OPERATIONAL TESTING - NOT SEPARATELY PRICED.
 - C. CLIN 0001AD - DEVELOPMENT TESTING (DT)- NOT SEPARATELY PRICED.
 - D. CLIN 0001AE - OPERATIONAL TESTING (OT)- NOT SEPARATELY PRICED.
 - F. CLIN 0001AF - SYSTEM SUPPORT PACKAGE - \$50,000.00
 - G. CLIN 0001AG - SYSTEM SUPPORT PACKAGE - \$94,090.00
 - H. CLIN 0003 - DATA ITEM/DD FORM 1423 REQUIREMENTS - NOT SEPARATELY PRICED.
3. THIS CONTRACT REQUIRES THE CONTRACTOR TO MANUFACTURE AND DELIVER 22 SAFCS II UNITS, SHIPPING ADDRESS WILL BE DETERMINED AT A LATER DATE. TWO UNITS WILL BE SHIPPED IN PLACE TO SUPPORT THE 24/48 HOUR TURNAROUND AS REQUIRED UNDER THE STATEMENT OF WORK 3.1.12 AND 3.1.11.2.
4. THE SYSTEM SUPPORT PACKAGE CONSISTS OF SPARE PART IN THE AMOUNT OF \$63,578 AND GUNNER'S REPAIR/REPLACEMENT PARTS IN THE AMOUNT OF \$80,512.00 FOR A TOTAL AMOUNT OF \$144,090.00. THIS PACKAGE WILL BE USED TO SUPPORT THE DT/OT PHASE OF THE CONTRACT. SEE ATTACHMENT 006 AND 007 FOR LIST PARTS/COMPONENTS.
5. The Contractor has provided a list of parts/components that have been developed at their own expense. Therefore, the Government agrees that it does not or will not obtain the technical data rights for the following items (SEE ATTACHMENT 009 FOR TECHNICAL DATA LIMITED RIGHTS:
- a. optical design
 - b. ballistic close form solution and
 - c. mechanical housing design.

6. The Contractor is authorized to receive incremental (MILESTONE) payments in accordance with the Progress Payment clause of this contract AND THE MILESTONE PAYMENT SCHEDULE HEREBY INCORPORATED AS ATTACHMENT 005.

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MOD/AMD

Name of Offeror or Contractor: BRASHEAR LP

7. THIS AWARD DOCUMENT SHALL TAKE PRECEDENCE INVOLVING ANY DISCREPANCIES/CLARIFICATIONS BETWEEN THE STATEMENT OF WORK AND THE CONTRACT PROVISIONS.

8. BRASHEAR LP AGREES THAT ANY CHANGES OR CORRECTIONS REQUIRED AFTER TYPE CLASSIFICATION TESTING (DT/OT) THAT ARE NECESSARY TO ENSURE THE SAFCS II MEETS THE CONTRACT PERFORMANCE REQUIREMENT SHALL BE MADE AT NO INCREASE TO THE CONTRACT AMOUNT. HOWEVER, IF THE GOVERNMENT DESIRES TO CHANGE THE CONTRACT PERFORMANCE REQUIREMENT VIA ENGINEERING CHANGE PROPOSALS (ECPS) DURING OR SUBSEQUENT TO DT/OT, AN INCREASE TO THE CONTRACT AMOUNT MAY BE WARRANTED AND WILL BE INCORPORATED THROUGH A FORMAL MODIFICATION TO THE CONTRACT.

9. THE CONTRACTOR WILL NOT BE HELD REponsible FOR REPAIRS DUE TO MISHANDLING, TAMPERING, OR NEGLIGENCE AS REFERENCED IN 3.1.11.2.

10. All other terms and conditions of the basic solicitation remain unchanged.

*** END OF NARRATIVE A 007 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(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	NOV/1995
	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) 782-3223
Electronic Mail Address: amsta-aq-ar@ria.army.mil

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

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Name of Offeror or Contractor: BRASHEAR LP

CLIN _____ PRICE \$ _____
 CLIN _____ PRICE \$ _____

(End of clause)

(AS7008)

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED JUN/2001
 TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
 (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
 (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 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

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MOD/AMD

Name of Offeror or Contractor: BRASHEAR LP

Ordering period 1: 31 Mar 02- 31 Mar 03
Ordering Period 2: 1 Apr 03 - 31 Mar 04
Ordering Period 3: 1 Apr 04 - 31 Mar 05
Ordering Period 4: 1 Apr 05 - 31 Mar 06
Ordering Period 5: 1 Apr 06 - 31 Mar 07

2. There are no production dollars allocated at this time.

3. The quantity of 20 each Small Arms Fire control Systems is the guaranteed minimum quantity to be awarded under this solicitation and specifically represents the "minimum quantity", as defined by and referenced in the FAR and DFARS clauses contained within this solicitation document either in full text or by reference. The guaranteed minimum quantity shall be awarded as delivery order 001 concurrently with the contract. All other quantities are estimates only, and do not bind the Government in any way.

4. The minimum and maximum quantity ordering ranges called out in Section B of this solicitation are provided solely for the purpose of establishing reasonable ranges or quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum quantity are executed. Also see FAR Clause 52.216-19 "Ordering Limitations".

5. The stated minimum ordering range quantities, other than the stated guaranteed minimum quantity of 20 each Small Arms Fire control System, are not guaranteed buy quantities. An award under this solicitation in no way obligates the Government to order the stated minimums or maximum beyond the guaranteed minimum quantity. Each order stands on its own insofar as it obligates the Government.

6. The guaranteed minimum quantity includes all the effort detailed in the scope of work and further outlined in Section B Supplies/Services Schedule.

7. All delivery orders will be issued unilaterally by the Government with firm delivery dates.

8. An oral presentation will be required as part of the proposal effort. Specific details can be found in Sections L and M.

9. This solicitation requires access to a classified specification. See para. 3.3.2.1.5 (Laser eye protection) of the performance requirement (attachment 002). Contractor's must have a secret clearance before this document is released. See DD Form 254 (Attachment 003) Department of Contract Security Classification Specification for further guidance.

10. The Contractor shall provide a warranty covering the SAFCS units that requires the contractor to provide all parts and labor to repair any failures for a period of one year from acceptance by the government (Date of DD250). NOTE: The warranty does not apply to the guaranteed minimum quantity of 20 each. The warranty shall apply to any and all quantities that may be awarded under ordering periods 1 through 5. Clin 0002AC is an option for the contractor to provide an additional one year warranty.

11. Past Performance information is requested 14 days following the release of this solicitation. Specific details can be found in Section L.

12. All SAFCS delivered under this contract, including the guaranteed minimum quantity, must be serialized. The Identification plate will include the national stock number, model number and serial number.

*** END OF NARRATIVE A 001 ***

The purpose of this amendment is to incorporate drawing no. RS2000A, Base Bracket Sight as Attachment 004.

*** END OF NARRATIVE A 002 ***

The purpose of this amendment is as follows:

a. to extend the closing date from 19 Jan 01 to 19 Feb 01

b. make the following clarifications/changes:

(1) Attachment 002, Performance Requirement, dated 10/10/00, page 11, change paragraph 3.6.2.4 (durability) to paragraph 3.6.2.5; page 14, Table I, First Article Test, Item Numbers 41 (color), change paragraph 3.6.9 to paragraph 6.9 and Item No. 42 (Reliability) change paragraph 3.6.10 to paragraph 3.10.

(2) Further clarification of DD254, block 13, Security Guidance, paragraph b.
If a Non US citizen is not working on the classified portion of the contract, there is not a problem and a waiver is not required.

(3) Corrections or clarifications to the presentation charts between submittal date and the date of the oral presentation are allowable.

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Name of Offeror or Contractor: BRASHEAR LP		

c. The following is in response to the question: "In reference to draft drawing number RS200A, Base Bracket, Sight, what is the proposed location of the mounting bracket? Please provide interface and proposed location of the mounting bracket on the MK 19 weapons:

The Base, Bracket, Sight in draft drawing number RS200A will be mounted on the right vertical side of the MK19 Receiver. The rear edge of the bracket will be mounted approximately 1.6 inches forward of the rear of the MK19 Receiver (with the narrower side of the bracket towards the front of the MK19). The horizontal centerline of the bracket will be approximately .4 inches above the center of the Back Plate Pin Hole.

*** END OF NARRATIVE A 003 ***

The purpose of this amendment is to:

- a. Delete clause ES7025 and incorporate clauses AS7024 and ES7024.
- b. Make the following changes to the scope of work, Attachment 001:

(1) pg 3, para 3.1.6.4, text in parentheses at the end of 1st sentence change from: (delivered in both Microsoft Word document file with vector drawings and in standard size hard copies); to: (delivered in both Microsoft Word document file with vector drawings and in pocket size hard copies).

(2) pg. 3, para 3.1.6.5, text in parentheses at the end of the 1st sentence, change from: (delivered in both Microsoft Word Document File with vector drawings and in pocket size hard copies); to: (delivered in both Microsoft Word Document File with vector drawings and in standard size hard copies)

*** END OF NARRATIVE A 004 ***

The purpose of this amendment is to make the following clarifications/changes:

- a. If offerors are unable to provide the past performance information at the time specified in the solicitation, it is acceptable to provide this information at time of closing, 19 Feb 01.
- b. Only firm fixed price proposals will be acceptable.
- c. Drawing RS2000A, Base Bracket Sight, added via Amend 0001, can also be downloaded as a "JPG" file.
- d. Attachment 001, Scope of Work, page 1, delete under para 2.0, Applicable Documents, MIL-STD-2073-1, Standard Practice for Military Packaging.
- e. This solicitation requires access to a classified specification. Offerors must have a secret facility clearance to obtain this specification. THIS SPECIFICATION MUST BE REQUESTED BY THE OFFERORS. See Section A, Supplemental Information, paragraph 9 for further details.

*** END OF NARRATIVE A 005 ***

The purpose of this amendment is to make the following changes to Attachment 002, Performance Requirement:

Para. 3.7 Workmanship. Delete the first sentence "Workmanship shall be in accordance with the workmanship requirements of MIL-W-63150." Delete the words "In addition" from the second sentence,

*** END OF NARRATIVE A 006 ***

CONTINUATION SHEET

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 PIIN/SIIN DAAE20-01-C-0123 MOD/AMD

Name of Offeror or Contractor: BRASHEAR LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																												
0001AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SAFCS II PROTOTYPE</u></p> <p>NSN: Interim Control Number NOUN: XM116 SIGHT COMPUTER/SAFC SECURITY CLASS: Unclassified PRON: 2Q0A0F411A PRON AMD: 03 ACRN: AA AMS CD: 32303334 CUSTOMER ORDER NO: 2Q0A0F411AM1 THE SMALL ARMS FIRE CONTROL SYSTEM (SAFCS II) SHALL MEET THE SPECIFICATION CONTAINED IN THE PERFORMANCE REQUIREMENT DATED 10 OCT 00 ATTACHMENT 0002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1"> <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>W52H090298T996</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>5</td> <td>26-NOV-2003</td> </tr> <tr> <td>002</td> <td>5</td> <td>29-DEC-2003</td> </tr> <tr> <td>003</td> <td>3</td> <td>29-JAN-2004</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H090298T996	Y00000	M		1	DEL REL CD	QUANTITY	DEL DATE	001	5	26-NOV-2003	002	5	29-DEC-2003	003	3	29-JAN-2004	13	EA	\$ 150,000.00000	\$ 1,950,000.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001	W52H090298T996	Y00000	M		1																								
DEL REL CD	QUANTITY	DEL DATE																											
001	5	26-NOV-2003																											
002	5	29-DEC-2003																											
003	3	29-JAN-2004																											
0001AB	<p><u>SAFCS II PROTOTYPE</u></p> <p>NSN: Interim Control Number NOUN: XM116 SIGHT COMPUTER/SAFC SECURITY CLASS: Unclassified PRON: 2Q1A1F411A PRON AMD: 02 ACRN: AB AMS CD: 32303334 CUSTOMER ORDER NO: 2Q1A1F411AM1 THE SMALL ARMS FIRE CONTROL SYSTEM (SAFCS II) SHALL MEET THE</p>	7	EA	\$ 150,000.00000	\$ 1,050,000.00																								

CONTINUATION SHEET

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 PIIN/SIIN DAAE20-01-C-0123 MOD/AMD

Name of Offeror or Contractor: BRASHEAR LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SPECIFICATION CONTAINED IN THE PERFORMANCE REQUIREMENT DATED 10 OCT 00 ATTACHMENT 0002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H091200T996 Y00000 M 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 7 29-JAN-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>				
0001AC	<p><u>PROTOTYPE ITEM</u></p> <p>NOUN: XM116 SIGHT COMPUTER/SAFCS SECURITY CLASS: Unclassified THE SMALL ARMS FIRE CONTROL SYSTEM (SAFCS II) SHALL MEET THE SPECIFICATION CONTAINED IN THE PERFORMANCE REQUIREMENT DATED 10 OCT 00 ATTACHMENT 0002.</p> <p>THE TWO UNITS WILL BE SHIPPED IN PLACE AT THE CONTRACTOR'S FACILITY TO MEET THE 24/48 HOUR TURNAROUND TIME AS REQUIRED IN 3.1.12 AND 3.1.11.2 OF THE STATEMENT OF WORK (SOW).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>	2	EA	\$ ** NSP **	\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 2 29-JAN-2004 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
0001AD	<u>SERVICES LINE ITEM</u> NOUN: DEVELOPMENTAL TEST SUPPORT SECURITY CLASS: Unclassified SEE PARAGRAPH 3.1.11 OF STATEMENT OF WORK (SOW) ATTACHMENT 01 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ ** NSP **
0001AE	<u>SERVICES LINE ITEM</u> NOUN: OPERATIONAL TEST SUPPORT SECURITY CLASS: Unclassified SEE PARAGRAPH 3.1.12 OF STATEMENT OF WORK (SOW) ATTACHMENT 01 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ ** NSP **
0001AF	<u>SERVICES LINE ITEM</u> NOUN: CONTRACTOR SPARES F/SAFCS SECURITY CLASS: Unclassified PRON: 2Q0SPF411A PRON AMD: 01 ACRN: AC AMS CD: 32303334	1	LT		\$ 50,000.00

CONTINUATION SHEET

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Name of Offeror or Contractor: BRASHEAR LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>CUSTOMER ORDER NO: 2Q0A0F411AM1 CONSISTS OF VARIOUS SPARE AND REPAIR PARTS AND LIST OF PARTS. IAW PARAGRAPH 3.1.13 OF THE SOW - ATTACHMENT 001.</p> <p>ATTACHMENT 006 AND 007 CONTAIN A LIST OF PARTS/COMPONENTS TO MEET THIS EFFORT.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>29-JAN-2004</td> </tr> </table> <p>\$ 50,000.00</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	29-JAN-2004				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	29-JAN-2004												
0001AG	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: CONTRACTOR SPARES F/SAFCS SECURITY CLASS: Unclassified PRON: 2Q1SPF411A PRON AMD: 02 ACRN: AD AMS CD: 31303334 CUSTOMER ORDER NO: 2Q1A1F411AM1 CONSISTS OF VARIOUS SPARE AND REPAIR PARTS AND LIST OF PARTS. SEE PARAGRAPH 3.1.13 OF THE SOW - ATTACHMENT 003</p> <p>ATTACHMENT 006 AND 007 CONTAINS A LIST OF PARTS/COMPONENTS TO MEET THIS EFFORT.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LT		\$ 94,090.00									

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MOD/AMD

Name of Offeror or Contractor: BRASHEAR LP

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.

The Small Arms Fire Control System shall meet the specifications contained in the performance requirement dated 10 Oct 00 attached to this solicitation as Attachment 02.

The scope of work, dated 30 Oct 00, detailing other contractual requirements under the proposed contract is at attachment 01.

(CS6100)

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

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Name of Offeror or Contractor: BRASHEAR LP

D. Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Dated 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS) ?39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

E. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

SUPPLEMENTAL INSTRUCTIONS: BAR CODE NOT REQUIRED

(End of clause)

(DS6400)

Name of Offeror or Contractor: BRASHEAR LP

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	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	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
() -1-	-2-	-3-	-4-
() -1-	-2-	-3-	-4-
() -1-	-2-	-3-	-4-

(End of clause)

(EF6002)

E-4	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
	TACOM-RI		

THIS FIRST ARTICLE CLAUSE ONLY APPLIES IF THE GOVERNMENT PROCURES PRODUCTION QUANTITIES UNDER ORDERING PERIODS 1 THROUGH 5.

a. The first article shall consist of:

3 EACH SMALL ARMS FIRE CONTROL SYSTEMS IN ACCORDANCE WITH THE PERFORMANCE REQUIREMENT DATED 10 OCT 00

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

Name of Offeror or Contractor: BRASHEAR LP

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C(R)

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-5	52.246-4503	ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL	JAN/1999
	TACOM-RI	PROCESS CONTROL (SPC))	

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major

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Name of Offeror or Contractor: BRASHEAR LP		

characteristics a CPK =/> 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

E-6 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

THIS CLAUSE ONLY APPLIES TO THE UNEVALUATED OPTION QUANTITY.

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

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Name of Offeror or Contractor: BRASHEAR LP

(ES7002)

E-7 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 APR/2001
 TACOM-RI

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) _____ NOT CERTIFIED

(2) _____ CERTIFIED

(i) _____ DATE OF CERTIFICATION

(ii) _____ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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Name of Offeror or Contractor: BRASHEAR LP

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	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-4	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

DELIVERY SCHEDULE/PRODUCTION RATE:

1. IF THE UNEVALUATION PRODUCTION QUANTITY IS AWARD, DELIVERIES SHALL COMMENCE AS FOLLOWS:

A. IF FIRST ARTICLE TEST REPORT IS REQUIRED - DELIVERY OF THIS REPORT IS DUE 150 DAYS AFTER RECEIPT OF ORDER.

B. IF A FIRST ARTICLE IS REQUIRED FOR THIS EFFORT, THE THE PRODUCTION LEADTIME SHALL BE 60 DAYS AFTER FIRST ARTICLE APPROVAL AND SHALL COMMENCE A MINIMUM OF 10 EACH PER MONTH UNTIL COMPLETED.

C. IF AWARDED WITHOUT FIRST ARTILCE THE DELIVERY SCHEDULE SHALL COMMENCE AT 150 DAYS AFTER RECEIPT OF ORDER AT A MINIMUM PRODUCTION RATE OF 10 EACH PER MONTH UNTIL ORDER IS COMPLETED.

D. ANY FOLLOW-ON ORDERS SHALL BE ADDED TO THE PREVIOUS ORDER AND SHALL BE DELIVERIED IMMEDIATELY AFTER COMPLETION OF THE PREVIOUS ORDER AT THE SAME PRODUCTION RATE STATED ABOVE.

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*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ <u>ITEM</u>	<u>AMS CD</u>	<u>OBLG</u>		<u>ACCOUNTING CLASSIFICATION</u>		<u>JOB</u> <u>ORDER</u>	<u>ACCOUNTING</u>		<u>OBLIGATED</u>
		<u>ACRN</u>	<u>STAT</u>				<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>
0001AA	2Q0A0F411A	AA	2	21	012040000006D6D04654802A255Y	S28017		W15QKN	\$	1,950,000.00
	32303334									
0001AB	2Q1A1F411A	AB	2	21	122040000016D6D04654802A255Y	S28017		W15QKN	\$	1,050,000.00
	32303334									
0001AF	2Q0SPF411A	AC	2	21	01012040000006D6D04654802A255Y	S28017		W15QKN	\$	50,000.00
	32303334									
0001AG	2Q1SPF411A	AD	2	21	01122040000016D6D04654802A255Y	S28017		W15QKN	\$	94,090.00
	31303334									
								TOTAL	\$	3,144,090.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	21	012040000006D6D04654802A255Y	W15QKN	\$ 1,950,000.00
Army	AB	21	122040000016D6D04654802A255Y	W15QKN	\$ 1,050,000.00
Army	AC	21	01012040000006D6D04654802A255Y	W15QKN	\$ 50,000.00
Army	AD	21	01122040000016D6D04654802A255Y	W15QKN	\$ 94,090.00
				TOTAL	\$ 3,144,090.00

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Name of Offeror or Contractor: BRASHEAR LP

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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<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	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed the cost proposed under line item 00002AA (First Article)

(End of Clause)

(HS6002)

H-4	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-5	52.245-4575 TACOM-RI	DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY I - MUNITIONS LIST ITEMS)	FEB/1995
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(a) Definitions. (i) "Excess property," means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) "Significant Military Equipment (SME)," means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) "Munitions List Items (MLI)," means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This

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Name of Offeror or Contractor: BRASHEAR LP

clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

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(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

(i) Silencers, suppressors and mufflers (total destruction).

(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

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(End of clause)

(HS7500)

H-6

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: _____

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)

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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	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-8	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-9	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-12	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-13	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-14	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-15	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-16	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-17	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS - ALTERNATE II	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-20	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-21	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-24	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-25	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-26	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-28	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-33	52.232-16	PROGRESS PAYMENTS -ALTERNATE III	MAR/2000
I-34	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-35	52.232-17	INTEREST	JUN/1996
I-36	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-37	52.232-25	PROMPT PAYMENT	MAY/2001
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-39	52.233-1	DISPUTES	JAN/1999
I-40	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-41	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES - FIXED PRICE	AUG/1987

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I-44	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2001
I-45	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-46	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-47	52.248-1	VALUE ENGINEERING	FEB/2000
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-52	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-53	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-54	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-55	252.204-7005 DFARS	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	AUG/1999
I-56	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-57	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-58	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-59	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-60	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-61	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-62	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-63	252.225-7037 DFARS	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS	AUG/2000
I-64	252.226-7000 DFARS	NOTICE OF HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION SET-ASIDE	APR/1994
I-65	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV/1995
I-66	252.227-7014 DFARS	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-67	252.227-7016 DFARS	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-68	252.227-7036 DFARS	CERTIFICATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-69	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-70	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-71	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-72	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-73	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-74	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-75	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-76	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-77	252.246-7001 DFARS	WARRANTY OF DATA	DEC/1991

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-78	52.217-6	UNEVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an unevaluated option (see Section M).

b. The Government reserves the right to increase the quantity of Item(s) QUANTITIES AND RANGES LISTED IN ATTACHMENT 008 by a quantity of up to and including but not exceeding QUANTITIES AND RANGES LISTED IN ATTACHMENT 0008 as an unevaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) SEE ATTACHMENT 0008 FOR CONTRACTOR'S UNEVALUATED UNIT PRICES, RANGES AND OPTION PERIODS shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except for F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise this unevaluated option at any time preceding SEE ATTACHMENT 008 BY giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as the delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Unevaluated Option
(F.O.B. Origin)

\$ _____ SEE ATTACHMENT 0008 FOR UNEVALUATED PRICES,
OPTION PERIODS, AND QUANTITY RANGES.

Varying prices may be offered for the option quantities depending on the quantities actually ordered and the dates when ordered. Inasmuch as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6081)

I-79	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
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(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.

(End of Clause)

(IF7210)

I-80	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
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(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-82 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-83 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-84 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee

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transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

I-85

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)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST, DD1423	03-OCT-2000		
Attachment 001	STATEMENT OF WORK	30-OCT-2000	008	
Attachment 002	PERFORMANCE REQUIREMENT	10-OCT-2000	018	
Attachment 003	DELETE			
Attachment 004	DRAWING NO. RS2000A BASE, BRACKET SIGHT		001	
Attachment 005	MILESTONE PROGRESS PAYMENT SCHEDULE		001	
Attachment 006	OBJECTIVE SYSTEMS SPARE PARTS LIST		001	
Attachment 007	OBJECTIVE SYSTEMS SPARE MODULE LIST		001	
Attachment 008	UNEVALUATED OPTION SPREADSHEET	05-SEP-2001	001	
Attachment 009	CONTRACTOR'S LETTER - TECHNICAL LIMITED RIGHTS	15-AUG-2001	002	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)