

2. Amendment/Modification No. P00002	3. Effective Date 2001MAY16	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R KIM JONES (309)782-0571 ROCK ISLAND IL 61299-7630 EMAIL: JONESK@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCMC BIRMINGHAM BURGER PHILLIPS CENTER 1910 3RD AVE NORTH ROOM 201 BIRMINGHAM AL 35203-2376	Code	S0101A
			SCD C PAS NONE ADP PT HQ0338		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) LOCKHEED MARTIN INFORMATION SYSTEMS 4000 SOUTH MEMORIAL PARKWAY HUNTSVILLE AL 35802-1326 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE20-01-D-0004
	<input type="checkbox"/>	10B. Dated (See Item 13) 2000NOV08
Code 24900 Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2005DEC31

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) DEBRA JUHL JUHL@RIA.ARMY.MIL (309)782-3370		
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

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

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Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

SECTION A - SUPPLEMENTAL INFORMATION

Modification P00001 was administratively cancelled in the system.

The purpose of this modification (P00002) is to:

1. Simplify the contract by consolidating the contract requirements into this modification. In effect, this modification replaces the basic contract for all intents and purposes. Every attempt was made to include all applicable terms and conditions within this document. However, the inadvertent omission of a requirement in this modification does not negate the requirement. The following language is brought forth from the various amendments (page numbers from the contract follow each paragraph). Obsolete amendment language is omitted (ie., proposal instructions, evaluation criteria, changes incorporated into the March 2001 Performance Description, Attachment 002).

a. PRICING. The prices quoted include the 3-D targets. (Page 7 of 51)

The following are the dates for the Pricing Periods covered by this Contract:

PRICING PERIOD 1: AWARD DATE - 31 DEC 2001
PRICING PERIOD 2: 1 JAN 2002 - 31 DEC 2002
PRICING PERIOD 3: 1 JAN 2003 - 31 DEC 2003
PRICING PERIOD 4: 1 JAN 2004 - 31 DEC 2004
PRICING PERIOD 5: 1 JAN 2005 - 31 DEC 2005

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b. DELIVERY. The delivery periods for range installation shall be in accordance with Schedule B of every delivery order. The following is an explanation of how the USG developed/calculated the number of days and subsequent delivery dates that will be listed in Schedule B and for any future delivery Orders.

(1) FUNCTIONAL DEMONSTRATION RANGE: The contractor shall have 120 days to produce, assemble, deliver, install and complete contractor testing on all items IAW the requirements of the Performance Description and then present to the USG for final acceptance. The government shall have 30 additional days for testing and final acceptance of the range. The Delivery Date in Schedule B will reflect the 120 days for contractor performance (as noted above) plus 30 days for government testing/acceptance. Consequently, to preclude contractors from being reported as a delinquency during the government test time Schedule B shall reflect 150 days total time after a contract award. It must be understood that the 30 days included are allocated for government purposes only.

(2) STANDARD CONUS RANGE DELIVERIES: The delivery period for CONUS range(s) installation after completion of the Functional Demonstration shall be as outlined above, except, the contractor shall have an additional 30 days to produce, assemble, deliver, install and complete contractor testing on all items IAW the requirements of the Performance Description and then present to the USG for final acceptance. The government shall have the same 30 day period (as noted in the paragraph above) to perform its testing and acceptance. Consequently, the number of days that will be allocated in Schedule B for complete acceptance of CONUS ranges will be 180 days total time after contract award.

(3) STANDARD OCONUS RANGE DELIVERIES: The delivery period for OCONUS range(s) installation after completion of the Functional Demonstration shall be as outlined for Standard CONUS ranges above with the exception that the government shall have an additional 30 days to perform an interim acceptance of the contractors equipment (FOB origin) and to ship the equipment to the overseas destination. The contractor shall still have the same 150 days to produce, assemble, deliver, install and complete contractor testing on all items IAW the requirements of the Performance Description (once the equipment reaches the overseas destination) and then present to the USG for final acceptance. The government shall have the same 30 day period to perform its testing and acceptance. Consequently, the number of days that will be allocated in Schedule B for complete acceptance of OCONUS ranges will be 210 days total time after a contract award.

(Pages 24-25 of 51)

At least 60 days prior to initiating delivery of the hardware, the contractor will request, in writing, the USG confirmation of site availability for delivery and installation. The government will respond within ten (10) working days either to confirm site availability or to establish revised dates and begin coordination with the range personnel. In the event the site is not ready for installation, the contractor may have to store the targetry hardware for up to 60 days at no additional cost to the government. (Page 19 of 51)

c. FOB POINTS:

(1) FOB for CONUS Ranges: The point of inspection and acceptance shall be at Destination for all CONUS Ranges. Upon receipt, installation and completion of the range, the Material Inspection & Receiving Reports (DD 250) will be completed by the Quality Assurance Representative (QAR) in accordance with the Performance Description Acceptance criteria. Only after this task has been completed will the contractor be authorized to invoice and receive payment for the completed work.

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(2) FOB for OCONUS Ranges: The point of inspection shall be Origin for all OCONUS ranges; however, this is only to effect a count and condition acceptance and to effect the property accountability and transfer of this targetry equipment to the USG for purposes of transportation via a Government Bill of Lading (GBL) to the required location. The resident QAR is authorized to sign only block number 21A of the DD 250 for the purposes noted above. The contractor will NOT BE AUTHORIZED to invoice nor receive payment upon completion of this task. The point of acceptance will be at destination. Upon receipt, installation and completion of the range, Acceptance of block number 21B of the DD 250 will then be completed by the on-site QAR or designated Range Officer in accordance with the Performance Description Acceptance criteria. Only after this task has been completed will the contractor be authorized to invoice and receive payment for the completed range. (Page 19 of 51)

This conditional acceptance will not confer the status of Government Furnished Property to the materials shipped under GBL, and the contractor will retain the responsibility for final transportation of the materials from the destination to the installation sites on the range. Final acceptance continues to follow the successful demonstration of the installed range to meet the full requirements of the INGATS Performance Description. (Page 10 of 51)

d. **MANUALS SUBMITTAL.** A preliminary draft copy of all manuals IAW Performance Description Paragraph 3.3.2. Manuals, shall be delivered to the government 60 days after award for government review. All information provided in your proposal and up to date during the discussion phase shall be incorporated into these manuals. The government will have 30 days to review and provide comments to the contractor. After receipt of the government comments, the contractor shall have 45 days to deliver final draft copies of all manuals. The government shall have 30 days for Validation/Verification and to provide comments to the contractor. The contractor has 45 days to incorporate any comments and provide final copies of all manuals to the government.

Request you submit 2 each hard copies and 1 CD to the Contracting Officer, Target Training Team, ATTN: AMSTA-LC-CTRR, TACOM-Rock Island, Building 104, Rock Island, IL 61299-7630. (Page 25 of 51)

e. **IDENTIFICATION AND MARKING OF MATERIAL FOR PACKAGING AND SHIPPING.**

(1) Each item, package or group of like items shall be identified by part number, nomenclature and quantity. Items identified as a kit shall have a "kit contents list" prepared and placed inside each kit container.

(2) Markings shall be applied by any means that provide clear, legible, durable and non-fading markings sufficient to withstand normal exposure to outdoor environments of 180 days and overseas handling.

(3) Labels shall be of a water-resistant grade coated on one side with a water insoluble permanent type adhesive.

(4) Tags shall only be applied to unpackaged items.

(5) Lettering of all marking on all sizes of items, packages or containers shall be in capital letters of equal height, shall be clearly legible and shall be proportional to the available marking space.

(6) Two or more unlike items consolidated in a package, container, seavan or on a pallet shall have a packing list identifying the items within by part number, nomenclature and quantity. The packing list shall be placed in a plastic envelope/bag clearly marked packing list and shall be attached to a side or end of the package, container, seavan or pallet with all edges sealed by waterproof tape.

(7) Items that are identified as a set, kit or assembly and are placed in two or more containers, each container shall be marked with its own number within the set (i.e., 1 of 2), the total number of containers making up the set(i.e., 2 of 2) and the number of sets within the shipment (i.e., Set 1). Set, kit or assembly markings shall be placed in the lower right corner of the identification-marked side of the container. A two inch disk of a high contrast color shall be placed above the numbers on each container.

(8) A copy of all shipping/transportation information shall be provided to the appropriate Defense Contract Management office. (Page 25-26 of 51)

f. **WARRANTY.**

The contractor shall provide a 3 year warranty to repair or replace any part which does not function IAW the Performance Description contained within this solicitation and resulting contract. The warranty period shall start from day that the range is accepted. (Page 10 of 51)

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Upon noting the failure to perform IAW the Performance Description the range personnel will perform initial diagnostics and if possible will repair/replace the defective part, component or assembly, etc. as explain and allowed IAW the training and commercial manuals supplied by the contractor. If the failure or cause cannot be identified by the range personnel or through telephonic contacts with the contractor, the contractor will be required, when requested by the Government, to send the appropriate personnel to the site to assist in the determination and resolution of the problem. The warranty, as a minimum, shall include provisions to repair or replace any failed item(s).

FOR REPAIRABLE ITEMS: The contractor shall have a maximum of 14 working days for CONUS and 21 working days for OCONUS to have the damaged item repaired or replacement unit returned to the applicable site ready to be installed on the range.

FOR REPLACEMENT ITEMS-CONUS: If item cannot be repaired as described above the contractor shall have within 5 days to replace from the date the contractor is notified that a failed component requires replacement.

If during a 90 calendar day period a failure of a component, assembly or subassembly occurs, on a repetitive basis (more than 2 times) or if during the life of the contract (more than 3 times), the contractor shall investigate this problem to determine the cause, and if the cause is found to be a poor quality and or inferior item(s), the contractor shall supply a new and or higher level quality component to prevent such re-occurrences. When a component assembly or subassembly fails repetitively, the contractor shall investigate the cause of the failure and take steps to eliminate the problem.

If the U S Government determines that any components, software or hardware are unserviceable by the U S Government shall, return the unserviceable components, software or hardware at the contractor's expense.

All pickup and return shipping of warranty items shall be at the contractor's expense. (Page 46-47)

Amy software license agreement available shall be provided to the Government during the solicitation phase and the contractor is required to identify proprietary software or technical data. These agreements are subject to legal review. After a legal determination has been made, the U.S. government may be bound by any license agreements required by the contractor under the solicitation and agrees to protect any said proprietary information. The offeror guarantees that the software will perform as required to meet the Performance Description. (Page 8 of 51)

The contractor warrants that each hardware, software, and firmware product delivered and listed in this contract shall be able to accurately process date data (including, but not limited to calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations.

As determined by the U S Government, this warranty shall not cover failure resulting from:

- a) Improper or inadequate maintenance as defined by commercial manuals provided by the contractor.
- b) Misuse, negligence or accident and/or unauthorized modification on the part of U S Government.
- c) Operations outside of the Performance Description of the product.
- d) Operation in excess of recommended capacity. (Page 47 of 51)

2. Incorporate the revised INGATS Performance Description, March 2001, attachment 002, to this modification. All previous copies are obsolete.

3. CLAUSE INFORMATION

a. Although FAR 52.247-48, F.O.B. Destination - Evidence of Shipment, was deleted in narrative A006 on page 10 of the contract, it is still in the contract and remains in effect. (Page 10 of 51)

b. The following clauses are added:

- 252.225-7008, SUPPLIES TO BE ACCORDED DUTY FREE ENTRY
- 52.210-4511, STATEMENT OF WORK-OZONE DEPLETING CHEMICALS
- 252.223-4506, PROHIBITION ON STORAGE AND DISPOSAL
- 52.245-4506, GOVERNMENT FURNISHED PROPERTY
- 52.228-4500, REQUIRED INSURANCE
- 252.225-7041, CORRESPONDENCE IN ENGLISH
- 252.235-7003, FREQUENCY AUTHORIZATION
- 252.242-7004, MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
- 252.225-7016, RESTRICTIONS ON ACQUISITION OF BALL & ROLLER BEARING
- 252.222-7002, COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)
- 252.232-7008, ASSIGNMENT OF CLAIMS (OVERSEAS)
- 252.233-7001, CHOICE OF LAW (OVERSEAS)

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252.203-7002, DISPLAY OF DOD HOTLINE POSTERS
252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7010, DUTY-FREE ENTRY ? ADDITIONAL PROVISIONS
252.224-7025, RESTRICTION ON ACQUISITION OF FORGINGS
252.225-7026, REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
252.245-7001, REPORTS OF GOVERNMENT PROPERTY
252.225-7014, PREFERENCE FOR DOMESTIC SPECIALTY METALS ? ALT I
252.244-7000, SUBCONTRACTORS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
252.225-7043, ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES
252.211-7005, SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS
52.222-29, NOTIFICATION OF VISA DENIAL
52.237-2, PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
52.246-24, LIMITATION OF LIABILITY ? HIGH-VALUE ITEMS
52.223-14, TOXIC CHEMICAL RELEASE REPORTING
52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (MARCH 2001)
52.246-25, LIMITATION OF LIABILITY SERVICES
52.243-1, CHANGES ? FIXED PRICE (ALT II)
52.227-2, NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-5, INSURANCE ? WORK ON A GOVERNMENT INSTALLATION
52.223-6, DRUG-FREE WORKPLACE
52.223-5, POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.215-11, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA ? MODIFICATION
52.215-13, SUBCONTRACTOR'S COST OR PRICING DATA ? MODIFICATION
52.215-14, INTEGRITY OF UNIT PRICES
52.245-2, ALT I, GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEVIATION)
52.245-9, USE AND CHARGES (DEVIATION)
52.246-4525, ACCOUNTABILITY INSTRUCTION FOR WARRANTY REPAIR
52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT ? OVERTIME COMPENSATION
252.227-7014, RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
252.227-7015, TECHNICAL DATA ? COMMERCIAL ITEMS
252.227-7016, RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7019, VALIDATION OF ASSERTED RESTRICTIONS ? COMPUTER SOFTWARE
252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS IN TECHNICAL DATA
252.227-7013, RIGHTS IN TECHNICAL DATA ? ONOCOMMERCIAL ITEMS
252.227-7030, TECHNICAL DATA ? WITHHOLDING OF PAYMENT
252.227-7036, CERTIFICAITON OF TECHNICAL DATA CONFORMITY
52.247-65, FOB ORIGIN, PREPAID FREIGHT-SMALL PACKAGE SHIPMENTS
52.247-4531, COGNIZANT TRANSPORTATION OFFICER
52.202-1, DEFINITIONS, (MARCH 2001)
252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN OWNED BUSISNESS SUBCONTRACTING PLAN
52.222-19, CHILD LABOR ? COOPERATION WITH AUTHORITIES AND REMEDIES
52.209-1, QUALIFICATION REQUIREMENTS
52.227-1, AUTHORIZATION AND CONSENT

c. The following clauses are deleted:

52.232-4506, PROGRESS PAYMENT LIMITATION
52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS ? COMMERCIAL ITEMS
252.212-7001, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS
52.219-14, LIMITATION ON SUBCONTRACTING
52.232-16, PROGRESS PAYMENTS ALTERNATE I
52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS
52.202-1, DEFINITIONS, (OCTOBER 1995)
52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCTOBER 1998)

4. Functional Demonstration Test. Any corrective actions required as a result of the functional demonstration at Fort Hood, TX will be retroactive to Camp Ripley and Fort McCoy.

For the Functional Demonstration range, two (2) each of the Armor Target Kill Simulator (ATKS) delivered as Government Furnished Equipment (GFE) will be installed (1 on a SAT and 1 on a MAT) and functionally tested IAW the Performance Description.

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*** END OF NARRATIVE A 019 ***

<u>Status</u>	<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 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
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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:

- (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)

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Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

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 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
 TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

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A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
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/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these 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

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/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-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999

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Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

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)

A-8 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) 782-7603.

(END OF CLAUSE)

(AS7502)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1 CHANGED	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 CHANGED	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

NA

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances'.

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

NA

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

NA

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

PRODUCT SUPPORT: The contractor shall make every effort to provide for a supply of repair and replacement parts to support the range after the completion of this contract. The contractor shall be responsible for notifying the Government of all design changes made after the baseline is established with the installation of the first range, throughout the length of the contract and for two years thereafter. This baseline is established by the contract, this performance description, and installation of the first range for the replacement assemblies and spare parts, parts lists, manuals and software. The contractor shall maintain documentation of this baseline for the duration of this contract and for two years thereafter. Any improvement made shall be downward compatible for maintainability purposes.

*** END OF NARRATIVE C 001 ***

THE INGATS PERFORMANCE DESCRIPTION, DATED MARCH 2001, IS HEREBY INCORPORATED AND ATTACHED (002) TO THIS MODIFICATION.

*** END OF NARRATIVE C 002 ***

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<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

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<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	52.247-34	F.O.B. DESTINATION	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5 ADDED	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-6 ADDED	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)

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 ADDED	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-4 ADDED	52.228-4500 TACOM-RI	REQUIRED INSURANCE	NOV/1993

Pursuant to paragraph (a) of FAR Clause 52.228-5 entitled Insurance - Work on a Government Installation, the contractor shall procure and maintain during the entire period of performance under this contract the following insurance:

<u>TYPE</u>	<u>AMOUNTS</u>
Workmen's Compensation	As required by Law
Employer's Liability	Minimum liability limit \$100,000
Comprehensive General Liability	Minimum bodily injury limits, \$500,000 peroccurrence
Comprehensive Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(End of Clause)

(HS6700)

H-5 CHANGED	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994
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Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number -1- of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 003 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 003 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-6	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
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(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

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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 addresses for submission are schmidt@ria.army.mil, jonesk@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6992, ATTN: Kim Jones and (309) 782-1338 (ATTN: Louise Kalal).

(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:
NA

(End of Clause)

(HS6510)

H-7 52.233-4501 ALTERNATIVE DISPUTES REVIEW PROCESS MAY/1994
TACOM-RI

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be

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established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

(1) The Government will compensate directly the wages and travel expense for its selected member.

(2) The SC shall compensate directly the wages and travel expense for its member.

(3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.

(4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

(l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

H-8 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE
TACOM-RI

NOV/1998

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)

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(HS7506)

H-9

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

Status	Regulatory Cite	Title	Date
I-1	ADDED 52.202-1	DEFINITIONS	MAR/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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	ADDED 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-12	ADDED 52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-13	ADDED 52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-15	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-16	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-17	52.222-3	CONVICT LABOR	AUG/1996
I-18	ADDED 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-19	ADDED 52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-22	ADDED 52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-26	ADDED 52.223-5	POLLUTION, PREVENTION AND RIGHT-TO-KNOW-INFORMATION	APR/1998
I-27	ADDED 52.223-6	DRUG-FREE WORKPLACE	MAR/2001
I-28	ADDED 52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-29	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-31	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-32	ADDED 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	ADDED 52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-34	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-35	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-42	52.232-25	PROMPT PAYMENT	MAR/2001
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	JAN/1999
I-45	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-46	ADDED 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-49	ADDED 52.243-1	CHANGES - FIXED-PRICE - ALTERNATE II	APR/1984
I-50	ADDED 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
I-51	ADDED 52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-52	ADDED 52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-53	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-54	52.248-1	VALUE ENGINEERING	FEB/2000
I-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991

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Status	Regulatory Cite	Title	Date
I-58 ADDED	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-59 ADDED	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-60	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-61	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-62	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-63	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-64 ADDED	252.219-7004 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	JUN/1997
I-65 ADDED	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-66	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-67 ADDED	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-68	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-69 ADDED	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-70	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-71 ADDED	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-72 ADDED	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-73 ADDED	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-74 ADDED	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-75	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-76 ADDED	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-77	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	JUN/1997
I-78 ADDED	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV/1995
I-79 ADDED	252.227-7014 DFARS	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-80 ADDED	252.227-7015 DFARS	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-81 ADDED	252.227-7016 DFARS	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-82 ADDED	252.227-7019 DFARS	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE	JUN/1995
I-83 ADDED	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-84 ADDED	252.227-7036 DFARS	CERTIFICATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-85 ADDED	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-86	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-87	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-88 ADDED	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-89 ADDED	252.233-7001	CHOICE OF LAWS (OVERSEAS)	JUN/1997

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<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-90 ADDED	DFARS 252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
I-91	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-92 ADDED	DFARS 252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-93	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-94	DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-95 ADDED	DFARS 252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-96 ADDED	DFARS 252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-97	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-98 ADDED	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: "Qualification Requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name): -1-
(Address): -2-

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name: _____
 Manufacturer's Name: _____
 Source's Name: _____
 Item Name: _____
 Service Identification: _____
 Test Number: _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

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(IF6011)

I-99 52.216-18 ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Award Date through 31 DEC 2005 .

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

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

End of Clause

(IF6155)

I-100 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. The Government will not require supplies or services covered by this contract in an amount of less than 1 hardware mechanism, excluding hardware, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract, unless subsequently negotiated between the parties.

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

(1) Any order in excess of 24 targetry ranges; or hardware for components as listed in the pricing evaluation sheets for pricing periods 1 through 5; or

(2) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-101 52.216-22 INDEFINITE QUANTITY

OCT/1995

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

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

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

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

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the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or to any group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for -

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of material, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF6095)

I-103 CHANGED 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE JUN/1998
DFARS THE UNITED STATES

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall -

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U. S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U. S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is -

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

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(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP, telephone (703) 695-8491.

(End of clause)

(IA6502)

I-104 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

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

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

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

(End of Clause)

(IF7210)

I-105 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(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.

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(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)

I-106	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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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-107	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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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

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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-108 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-109 ADDED 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-110 ADDED 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10) DEC/1989

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

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

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

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

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

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

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

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

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

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

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

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

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

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

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government

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under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

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

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

I-111 ADDED 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.

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(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.

(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)

CONTINUATION SHEET

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MOD/AMD P00002

Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

I-112 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)

I-113 ADDED 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

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Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

(IA7009)

I-114 ADDED 52.246-4525 ACCOUNTABILITY INSTRUCTIONS FOR WARRANTY REPAIR
TACOM-RI

SEP/1990

a. **APPLICABILITY.** This clause is only applicable if supplies have been delivered to the Government which are not in accordance with the terms of the contract and the warranty has been invoked. Since the reports cited in the clause are only required to be provided to the Government when the warranty is invoked, there is no additional cost as a result of these reports.

b. **RETENTION OF ACCOUNTABILITY FOR GOVERNMENT ASSETS BEING REPAIRED UNDER WARRANTY.** The Contractor shall maintain custodial inventory records of assets for which the Government is accountable to enable calculation of an inventory balance by NSN. Cited data item descriptions provide transaction reporting necessary for accurate physical and fiscal accounting for materiel in the Contractor's possession.

c. **MATERIEL RECEIPT BY CONTRACTOR. (1) REPORTING OF RECEIPTS.** The Contractor shall receive assets from the Government and shall perform an inspection and inventory within the time specified by the DD Form 1423. Assets received shall be reported in accordance with DD Form 1423. Reporting data may be obtained from DD Form 1348-A accompanying the receipt, from other documentation provided, or the contracting officer.

(2) **DOCUMENT NUMBER.** If assets are received with document number other than "W52H09----9---", contact addressee in paragraph (c)(1), for assignment of document number prior to induction for repair.

(3) **DISCREPANCY REPORTING.** Discrepancies shall be distinguished and reported by the Contractor in accordance with the DD Form 1423 as one of the following:

(i) **Transportation type discrepancy:** This discrepancy is evident when materiel received disagrees with the condition, quantity, or type from that property described in the bill of lading or other transportation document.

(ii) **Shipping type discrepancy:** This discrepancy is evident when freight is opened and the contents do not agree with the supply shipping documents.

d. **SHIPMENT OF REPAIRED ITEMS. (1) SHIPMENT DOCUMENTATION.** The Contractor shall use DD Form 1348-1, DOD Single Line Item Release/Receipt Document, for return of materiel. The return instructions must be complied with, unless other modifying instructions are authorized by the Contracting Officer. Copies of all DD Forms 1348-1 shall be mailed to the addressee in paragraph (c)(1). DD Forms 1348-1 of repaired assets shall contain the serial number and the following annotation: "Pick up to B14 records, condition code A, via D6M."

(2) **ITEMS NOT COVERED UNDER WARRANTY PROVISIONS.** Disposition instructions shall be provided for assets which are received by the Contractor and, subsequently determined not to be applicable under the warranty clause of this contract by the Contracting Officer.

e. **REPORT OF BALANCE AND/OR PHYSICAL INVENTORY COUNT. (1) BALANCE BY NSN.** In accordance with the DD Form 1423 the Contractor shall report to the Government (Assigned Supply Distribution Activity (ASDA) or Management Control Activity (MCA)) an NSN balance by contract in accordance with DD Form 1423.

(2) **DISCREPANCIES.** Should the balance reported differ from computed balance maintained by the Government, report specified in DD Form 1423 shall be utilized to provide results of the physical count directed by the contract administration officer.

(i) **Gains resulting from subtracting the quantity recorded on the Government records from the quantity physically inventoried** will be posted to Government records via adjustment report by Tank, Automotive and Armament Command, (TACOM), Rock Island (RI).

(ii) **Losses resulting from subtracting the quantity physically inventoried from the quantity recorded in the Government records** are subject to report of survey process. The Contracting Officer will effect a finding and the subsequent determination will be included in the report of survey. The Contractor will be liable for any losses as determined by the Government's records.

(3) **APPOINTING AND APPROVING AUTHORITY.** The appointing and approving authority will be the Director of the TACOM-RI or authorized designee.

(End of clause)

(IS7550)

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Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

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 002	INGATS PERFORMANCE DESCRIPTION	01-MAR-2001	127	