

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 34
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2. Contract (Proc. Inst. Ident) No. DAAE20-02-D-0007	3. Effective Date 2001NOV02	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ELVIA JAGGERS (309)782-3271 ROCK ISLAND IL 61299-7630	Code W52H09	6. Administered By (If Other Than Item 5) DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399	Code S4402A
e-mail address: JAGGERSE@RIA.ARMY.MIL		SCD B PAS NONE	ADP PT HQ0339

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) LITTON SYSTEMS INC ELECTRO-OPTICAL SYSTEMS DIV 12024 FORESTGATE DRIVE DALLAS TX 75243-0000	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
TYPE BUSINESS: Large Business Performing in U.S.	9. Discount For Prompt Payment NET 30 DAYS
	10. Submit Invoices (4 Copies Unless Otherwise Specified) Item To The Address Shown In: 12
Code 2777	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2006NOV05				15G. Total Amount Of Contract \$0.00	

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	B	Supplies or Services and Prices/Costs	9	Part III - List Of Documents, Exhibits, And Other Attachments			
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	G	Contract Administration Data		M	Evaluation Factors for Award		
X	H	Special Contract Requirements	22				

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DAAE2000R0062</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer ELVIA JAGGERS JAGGERSE@RIA.ARMY.MIL (309)782-3271
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed

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

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MOD/AMD

Name of Offeror or Contractor: LITTON SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

1. SOLICITATION DAAE20-00-R-0062 IS HEREBY AWARDED AS A FIRM FIXED PRICE, FIVE YEAR REQUIREMENT CONTRACT. THEREFORE, THE GOVERNMENT IS OBLIGATED TO AWARD ANY AND ALL REQUIREMENTS FOR BOTH THE M22 AND M24 BINOCULARS UNTIL 27 OCT 2006.

2. THE ORDERING PERIODS (PREVIOUS KNOWN AS PRICING PERIODS) FOR THIS CONTRACT ARE AS FOLLOWS:

ORDERING PERIOD (OP)1 - 01 NOV 2001 - 01 NOV 2002
 ORDERING PERIOD (OP)2 - 02 NOV 2002 - 02 NOV 2003
 ORDERING PERIOD (OP)3 - 03 NOV 2003 - 03 NOV 2004
 ORDERING PERIOD (OP)4 - 04 NOV 2004 - 04 NOV 2005
 ORDERING PERIOD (OP)5 - 05 NOV 2005 - 05 NOV 2006

3. FIRST ARTICLE TEST REQUIREMENTS WILL BE REQUIREMENT 90 DAYS AFTER RECEIPT OF DELIVERY ORDER FOR BOTH M22 AND M24 BINOCULARS.

4. CONTRACTOR'S APPROVED SUBCONTRACTING PLAN IS HEREBY INCORPORATED INTO THIS CONTRACT.

5. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 008 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

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

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

(AA7020)

A-2	52-201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI		

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

b. If you think that this solicitation:

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

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

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

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

CONTINUATION SHEET

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PIIN/SIIN DAAE20-02-D-0007

MOD/AMD

Name of Offeror or Contractor: LITTON SYSTEMS INC

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: AMSTA-AC-PC@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)

A-3	52.211-4506	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	TACOM-RI		

(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 \$ _____

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Name of Offeror or Contractor: LITTON SYSTEMS INC

(End of clause)

(AS7008)

A-4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED JUN/2001
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). 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-5 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-6 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the

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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:

 _DAVID CRANE
 dcrane@litton-eos.com

 (2140 342-5161)

(End of clause)

(AS7012)

A-7 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)

1. THIS SOLICITATION WILL RESULT IN AN AWARD OF A FIRM FIXED PRICE REQUIREMENTS CONTRACT FOR A PERIOD OF 5 YEARS. CLAUSE FAR 52.216-21 "REQUIREMENTS", (IF6031) PROVIDES AN EXPLANATION OF THIS TYPE OF CONTRACT. CLAUSES FAR 52-216-18, "ORDERING" (IF6155) AND FAR 52-216-19M "ORDER LIMITATIONS" (IF6029), PROVIDES ADDITIONAL INFORMATION ON ORDER PLACEMENT.

2. SAMPLES OF EACH BINOCULAR SHALL BE SUBMITTED ALONG WITH THE PROPOSAL. THESE SAMPLES WILL BE TESTED ACCORDING TO ATTACHMENT 004, SAMPLE BINOCULAR TEST PLAN. OFFERORS THAT FAIL TO PASS THE BID SAMPLE EVALUATION SHALL BE ELIMINATED FROM FURTHER CONSIDERATION. BID SAMPLES MAY NOT BE RESUBMITTED. SEE SECTIONS L AND M FOR FURTHER INSTRUCTIONS.

3. ORDERING PERIODS ARE IN ONE YEAR INCREMENTS. THE PRICING PERIODS AND ESTIMATED QUANTITIES BY PRICING PERIOD ARE AS FOLLOWS:

PRICING PERIOD 1 - 1 YEAR FROM DATE OF AWARD
 PRICING PERIOD 2 1 YEAR FOLLOWING PERIOD 1
 PRICING PERIOD 3 1 YEAR FOLLOWING PERIOD 2
 PRICING PERIOD 4 1 YEAR FOLLOWING PERIOD 3
 PRICING PERIOD 5 1 YEAR FOLLOWING PERIOD 4

			PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4	PERIOD 5
ITEM 0001 - M22 BINOCULAR	EST QTY		4500	4000	3500	4000	3000
ITEM 0002 M24 BINOCULAR	EST QTYS		400	350	300	300	250

A. THE ESTIMATED QUANTITIES ABOVE ARE NOT A REPRESENTATION TO AN OFFEROR OR CONTRACTOR THAT THE ESTIMATED QUANTITY WILL BE REQUIRED OR ORDERED, OR THAT CONDITIONS AFFECTING REQUIREMENTS WILL BE STABLE OR NORMAL.

B. AN OFFEROR MUST BID ON ALL ITEMS TO BE ELIGIBLE FOR AWARD. FAILURE TO DO SO WILL RESULT IN OFFER BEING REJECTED.

C. SEE PRICING EVALUATION SHEET (ATTACHMENT 03) FOR MORE DETAILED INFORMATION. ALL PRICES AND APPLICABLE FIRST ARTICLE COSTS WILL BE SUBMITTED ON ATTACHMENT 03.

4. AWARD WILL NOT BE MADE BASED ON PRICE ALONE, BUT AN EVALUATION OF BID SAMPLES, PAST PERFORMANCE, PRICE AND SMALL BUSINESS PARTICIPATION. YOUR ATTENTION IS DIRECTED TO SECTIONS L AND M OF THIS SOLICITATION.

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MOD/AMD

Name of Offeror or Contractor: LITTON SYSTEMS INC

5. THE DELIVERY LEADTIMES IN SECTION F ARE PROVIDED FOR PLANNING PURPOSES ONLY. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. OFFERORS MUST BE ABLE TO MEET THE SCHEDULE AS LISTED IN THIS SECTION.

6. THIS SOLICITATION REQUIRES ACCESS TO A CLASSIFIED SPECIFICATION. SEE PARA 2.2.2 OF THE PERFORMANCE SPECIFICATION FOR THE M22 AND M24 BINOCULARS (ATTACHMENT 001 AND 002). CONTRACTORS MUST HAVE A SECRET CLEARANCE BEFORE THIS DOCUMENT IS RELEASED. SEE DD FORM 254 (ATTACHMENT 005) DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION FOR FURTHER GUIDANCE.

*** END OF NARRATIVE A 001 ***

1. The purpose of this amendment is make the following changes:
 - a. Evaluate each clin individually and allow the Government to issue multiple awards.
 - b. Add a requirement for offerors to submit a technical proposal.
 - c. Restrict the release of the Laser Protection Specification to US firms only.
 - d. Extend the closing date to 13 JUL 01.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORSTECHNICAL PROPOSAL FOR LASER FILTER

The offerors shall provide a technical proposal that addresses the following information:

Explain all technical considerations given to the filter's location within the binocular and provide an optical ray trace schematic of the binoculars showing:

- a. location of laser filter(s)
- b. angle of the extreme ray at filters
- c. energy density increase at filter location from input energy

Explain how no energy will pass through the filter outside its clear aperture.

Explain considerations given to filter design and performance at system location. Include energy damage threshold, angle of incidence and environmental stability of the filter design.

Relate photopic and scotopic transmissions of the filter designs to the system level requirement.

Identify the filter manufacturer and give past experience in the design and manufacture and testing of similar filters.

Technical proposals are desired to be presented in Unclassified format using Lambda and Rejection Band designations in the classified laser filter Purchase Description (i.e., Lambda and Rejection Bands 1, 2, 3). **NOTE:** Exact optical densities, laser wavelengths/laser types and rejection bands are classified and shall not included in documentation unless the proposal is classified at the secret level.

PRICE

The offeror will enter unit prices for each pricing period for CLINs 0001 and 0002 on the Price Evaluation Spreadsheet (Attachment 003 to solicitation). All unit prices will be binding.

The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer.

SECTION M - EVALUATIONTECHNICAL PROPOSAL

The offeror must propose to meet or exceed all requirements of the classified Purchase Description. Failure in the proposal to meet any requirement or an exception to any requirement will result in a non responsive evaluation of the proposal.

The offeror must provide information that demonstrates all filter requirements were considered and understood. Failure to demonstrate a clear understanding of each requirement in the classified Purchase Description shall result in an unacceptable offer.

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MOD/AMD

Name of Offeror or Contractor: LITTON SYSTEMS INCPRICE

The Government will evaluate offers based on prices proposed for each CLIN for all pricing periods and any other price related factors required by the solicitation.

a. For purposes of evaluating CLINs 0001 and 0002, the proposed unit prices for each quantity order range will be multiplied by the weight and the minimum order quantity of the range to determine a weighted price. The evaluated price for each pricing period will be the sum of the weighted prices for all quantity order ranges. The evaluated CLIN price is the sum of the evaluated prices for all pricing periods.

b. Each CLIN will be evaluated separately. A total evaluated price will be determined by adding the First Article Test (FAT), the evaluated CLIN price, and any other price related evaluation factors required by the solicitation.

If an offeror fails to propose for all pricing periods, the Government may reject that offer as unacceptable.

The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

2. Attachment 006, DD Form 254 "Department of Defense Contract Security Classification Specification" for the M22 and M24 Binocular is revised to limit restriction of the classified Laser Protection Performance Specification to U.S. FIRMS ONLY.

3. The solicitation closing date is hereby extended from 26 Jun 01 to 13 Jul 01.

*** END OF NARRATIVE A 003 ***

1. The purpose of this modification is to make the following changes/clarifications:

a. Section A - Supplemental Information: paragraph 3.B. Delete the statement " An Offeror must bid on all items to be eligible for award. Failure to do so will result in offer being rejected." Substitute "Failure of an offeror to bid on all items may result in offer being rejected."

b. Delete Clause M-5 FAR 52.215-4507 "Evaluation of Offers."

2. Incorporate a revised Attachment 003, "Pricing Evaluation Summary."

*** END OF NARRATIVE A 004 ***

1. The purpose of this amendment is to make the following changes:

Attachment 002, Performance Specification for the M24 Binocular, Paragraph 3.5.1.1. Interpupillary adjustment: Delete the paragraph and substitute the following: The Binocular shall have an interpupillary distance which covers a minimum range of 58 to 72 millimeters (2.3 to 2.8 in).

2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 005 ***

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The purpose of this amendment is to extend the closing date of the solicitation from 13 Jul 01 to 27 Jul 01.

*** END OF NARRATIVE A 006 ***

1. THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

A. FIRST ARTICLE TEST REPORT IS HEREBY AMENDED TO READ 90 DAYS INSTEAD OF 180 DAYS AFTER CONTRACT AWARD AS STATED IN SECTION B - SCHEDULE BOTH CLINS 0001AA AND 0002AA.

B. SECTION F DELIVERIES IS AMENDED AS FOLLOWS:

FIRST ARTICLE TEST REPORT FOR BOTH THE M22 AND M24 BINOCULAR SHALL BE SUBMITTED NO LATER THAN 90 DAYS AFTER RECEIPT OF CONTRACT AWARD.

PRODUCTION QUANTITY WITH FIRST ARTICLE SHALL COMMENCE 60 DAYS AFTER APPROVAL OF FIRST ARTICLE AT A MINIMUM RATE AS FOLLOWS:

M22 - 500 EACH PER MONTH

M24 - 200 EACH PER MONTH

PRODUCTION QUANTITY WITHOUT FIRST ARTICLE SHALL COMMENCE 150 DAYS AFTER CONTRACT AWARD AT A MINIMUM PRODUCTION RATE OF 500 EACH PER MONTH FOR THE M22 AND 200 EACH PER MONTH FOR THE M24.

ACCELERATED DELIVERIES ARE ACCEPTABLE TO THE GOVERNMENT AT NO ADDITIONAL COST TO EITHER PARTY.

2. ALL OFFERORS MUST ACKNOWLEDGE THIS AMENDMENT IN ORDER TO REMAIN ELIGIBLE FOR AWARD.

3. THE GOVERNMENT MAY AWARD A CONTRACT BASED ON THIS AMENDMENT WITHOUT ANY FURTHER DISCUSSIONS.

4. FINAL ACCEPTANCE OF YOUR OFFER SHALL BE 60 DAYS FROM 04 OCTOBER 2001 UNLESS OTHERWISE STATED IN YOUR REPLY.

5. ALL OTHER TERMS AND CONDITIONS WILL REMAIN UNCHANGED.

*** END OF NARRATIVE A 007 ***

Name of Offeror or Contractor: LITTON SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>FIRST ARTICLE TEST REPORT</u>			\$ ** N/A **	
	NSN: 1240-01-361-1318				
	NOUN: M22 BINOCULAR				
	FSCM: 19200				
	PART NR: 9394727				
	SECURITY CLASS: Unclassified				
	The First Article Test Report shall				
	be submitted 90 days after date of award				
	of the first delivery order issued under Ordering				
	Period 1. Cost of the first article should be				
	submitted on the Pricing Evaluation Summary				
	(Attachment 003)				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Destination				
	Government Approval/Disapproval Days: 30				
	FOB POINT: Destination				
0001AB	<u>M22 BINOCULAR</u>			\$ ** N/A **	
	NSN: 1240-01-361-1318				
	NOUN: M22 BINOCULAR				
	FSCM: 19200				
	PART NR: 9394727				
	SECURITY CLASS: Unclassified				
	Prices should be submitted on the Pricing				
	Evaluation Summary (Attachment 003).				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Origin				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>FIRST ARTICLE TEST REPORT</u>			\$ ** N/A **	
	NSN: 1240-01-430-6944				
	NOUN: M24 BINOCULAR				
	FSCM: 19200				

CONTINUATION SHEET

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Name of Offeror or Contractor: LITTON SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p>PART NR: 12961321 SECURITY CLASS: Unclassified The First Article Test Report shall be submitted 90 days after date of award of the first delivery order issued under ordering period 1. Costs for this First Article shall be submitted under the attached Pricing Evaluation Summary (Attachment 003)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p><u>M24 BINOCULAR</u></p> <p>NSN: 1240-01-430-6944 NOUN: M24 BINOCULAR FSCM: 19200 PART NR: 12961321 SECURITY CLASS: Unclassified Prices shall be submitted on the Pricing Evaluation Summary (Attachment 003)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			\$ ** N/A **	
0003	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

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Name of Offeror or Contractor: LITTON SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: LITTON SYSTEMS INC

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

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE EXCEPT FOR QUALIFYING COUNTRIES

(BA6701)

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Name of Offeror or Contractor: LITTON SYSTEMS INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

The M22 Binocular shall meet the specifications contained in Performance Spec PRF 9394727 attached to this solicitation as attachment 001.

The M24 Binocular shall meet the specifications contained in Performance Spec. PRF 12938983 attached to this solicitation as attachment 002.

(CS6100)

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Name of Offeror or Contractor: LITTON SYSTEMS INC

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1 *** THIS REFERENCE (DS6405) IS NO LONGER VALID ***

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 May 97. Bar code requirements apply.

EXCEPTION:

- 1) CLEAN THE OBJECTIVE LENS AND EYE LENS IN ACCORDANCE WITH THE ATTACHED INSTRUCTIONS.
- 2) COVER THE CLEAN OBJECTIVE LENS AND THE EYE LENS WITH THE CAPS AND COVERS THAT ARE ATTACHED TO THE BINOCULAR.
- 3) CUSHION AND BOX AS REQUIRED.

(End of clause)

(DS6405)

D-2 *** THIS REFERENCE (DS7204) IS NO LONGER VALID ***

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches

Name of Offeror or Contractor: LITTON SYSTEMS INC

of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

CLEANING AND DRYING INSTRUCTIONS FOR OPTICS ELEMENTS

Clean the optical elements in the following manner:

- A. Loose particle of dust shall be removed from the surface of the optical elements with a camel hairbrush.
- B. The surfaces shall be wiped with a circular motion using cotton, lens tissue paper or freshly laundered cheesecloth which is saturated with alcohol.
- C. A swab shall be made by one piece of lens tissue paper around the end of an orange stick or equal. One or two drops of alcohol shall be added on the tip of the swab. The swabbing operation shall begin at the center of the polished surfaces. A light downward pressure shall be exerted on the swab end and with a circular motion gradually increase the radius of the area being cleaned until the entire surface has been swabbed. This operation shall be repeated until no traces of dirt, lint, or smears are perceptible.

The surfaces shall be dried by wiping with clean cotton, lens paper or freshly laundered cheesecloth. A rubber syringe shall be used as a bellows to removed any residual dust or lint that may remain on the cleaned surfaces.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

Title	Number	Date	Tailoring
Quality Systems - Model for QA	ISO9003	18 Jul 94	Untailored

(End of clause)

(EF6002)

E-3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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a. The first article shall consist of:

5 each M22 Binoculars, 1240-01361-1318, 5 each M24 Binoculars 1240-01-430-6944, tested in accordance with paragraph 4.2 and 4.3 of performance specifications PRF 9394727 and PRF 1293893 respectively.
9 each M22 Laser Protection Filters, Purchase Description 18360 dated 29 Feb 00.
9 each M24 Laser Protection Filters, Purchase Description 18360, dated 29 Feb 00.
1 pair Antireflection Device M22 Binocular.
1 pair Antireflection Device M24 Binocular.

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

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

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

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

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

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

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

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

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final

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inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

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

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

(End of Clause)

(ES6016)

E-4 52.209-4513 FIRST ARTICLE CONFIRMATORY TEST MAY/1994
 TACOM-RI

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

5 each M22 Binoculars, 1240-01-361-1318, Performance Spec. 9394727 dated 31 Oct 00
5 each M24 Binoculars, 1240-01-430-6944, Performance Spec. 12938983 dated 1 Sep 00
9 each M22 Laser Protection Filters, Purchase Description 18360, dated 29 Feb 00
9 each M24 Laser Protection Filters, Purchase Description 18360, dated 29 Feb 00
1 pair Antireflection Device, M22 Binoculars
1 pair Antireflection Device, M24 Binoculars

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: CDR, TACOM -ARDEC, Attn: AMSTA-AR-FSF-R (L. Herczeg), Bldg 95 North, Picatinny Arsenal, NJ 07806-5000.

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: CDR, TACOM ARDEC, ATTN: AMSTA-AR-QAW-C (K. Campbell), Rock Island, IL 61299-7300

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

E-5 52.246-4533 SURFACE QUALITY STANDARDS MAR/2001

CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD

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TACOM-RI

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance inspection under this contract and are available as shown below:

GOVERNMENT-DESIGNED ACCEPTANCE INSPECTION EQUIPMENT

AVAILABLE EQUIPMENT

Estimated Weight 5 lb

OST

QTY	DRAWING NUMBER	SYM	EACH	QTY	DRAWING NUMBER	SYM
1	7641866		N	\$2000.00		

The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to Commander ARDEC Attn: AMSTA-AR-QAW-Q, Picatinny Arsenal, NJ 07806-5000. Shipping costs shall be borne by the shipper.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

LITTON ELECTRO-OPTICAL SYSTEMS
9827 CHARTWELL DRIVE
DALLAS, TEXAS 75243__

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by Notification/Certification information provide by: Commander ARDEC, Attn: AMSAR-AR-QAW-Q, Picatinny Arsenal NJ 07806-5000. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to Commander, ARDEC, Attn: AMSTA-AR-QAW-Q, Picatinny Arsenal NJ 07806-5000.

(End of Clause)

(ES6018)

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

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

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

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

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

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

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

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

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

(End of clause)

(ES7002)

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Name of Offeror or Contractor: LITTON SYSTEMS INCSECTION F - DELIVERIES OR PERFORMANCE
DELIVERY SCHEDULE

FIRST ARTICLE TEST REPORT FOR BOTH THE M22 AND M24 BINOCULAR SHALL BE SUBMITTED NO LATER THAN 90 DAYS AFTER RECEIPT OF CONTRACT AWARD.

PRODUCTION QUANTITY WITH FIRST ARTICLE SHALL COMMENCE 60 DAYS AFTER APPROVAL OF FIRST ARTICLE AT A MINIMUM PRODUCTION RATE OF M22 - 500 EACH PER MONTH AND M24 - 200 EACH PER MONTH

PRODUCTION QUANTITY WITHOUT FIRST ARTICLE SHALL COMMENCE 150 DAYS AFTER CONTRACT AWARD AT A MINIMUM PRODUCTION RATE OF 500 EACH PER MONTH FOR THE M22 AND 200 EACH PER MONTH FOR THE M24.

ACCELERATED DELIVERIES ARE ACCEPTABLE TO THE GOVERNMENT AT NO ADDITIONAL COST TO EITHER PARTY.

*** END OF NARRATIVE F 001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-4	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed the costs submitted under the Pricing Sheet (Attachment 03).
(End of Clause)

(HS6002)

H-4	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 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 spurgetisr@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are 309 782-3813, ATTN: Roxanne Spurgeis and (309) 782-1338 (ATTN: Nancy Fraser).

(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:
Not required

(End of Clause)

(HS6510)

H-5	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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KAMA TEC
739 DESIGN COURT
CHULA VISTA, CALIFORNIA 91911

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

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

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-8	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-9	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-12	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-13	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-14	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-15	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-16	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2001
I-19	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-26	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-28	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-29	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-30	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-31	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-32	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-33	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-38	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-39	52.232-16	PROGRESS PAYMENTS -ALTERNATE III	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	MAY/2001
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	DEC/1998
I-45	52.233-3	PROTEST AFTER AWARD	OCT/1995

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-49	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-50	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-51	52.248-1	VALUE ENGINEERING	FEB/2000
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-57	252.204-7005 DFARS	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-58	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-59	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-60	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-61	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-62	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-63	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-64	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-65	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-66	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-67	252.225-7021 DFARS	TRADE AGREEMENTS	SEP/2001
I-68	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-69	252.225-7037 DFARS	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS	AUG/2000
I-70	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-71	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-72	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-73	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-74	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-75	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-76	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-77	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-78	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 Ordering Period 1 through Ordering Period 5.

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(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

(IP6155)

I-79

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1000 each M22 Binoculars or 50 each M24 Binoculars, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item that falls outside the quantity ranges as stated in the pricing evaluation spreadsheet;

(2) Any order for a combination of items that falls outside the quantity ranges as stated in the pricing evaluation spreadsheet; or

(3) 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 seven (7) 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)

(IP6029)

I-80

52.216-21

REQUIREMENTS

OCT/1995

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

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

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

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

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may

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acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last scheduled deliveries under this contract.

(End of clause)

(IF6031)

I-81 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-82 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;

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

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

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

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

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

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

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

(End of Clause)

(IF7211)

I-83 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article

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approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission in the First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

I-84 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(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-85 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

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

(End of Clause)

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I-87 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-88 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-89 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

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

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

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

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

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- *Name of rail carrier, trucker, or other carrier.
- **Vehicle identification.
- ***Government bill of lading.
- ****If not shipped by GBL, identify lading document and state whether by paid by contractor.
- *****Estimated time of arrival.

(End of Clause)

(IF7221)

I-90 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-91 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001

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 Excel format at <http://www.dcm.a.mil/onebook/0.0/0.2/reports/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: _____

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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)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DAATA REQUIREMENTS LIST DD FORM 1423	12-FEB-2001	002	
Attachment 001	PERFORMANCE SPECIFICATION FOR M22 BINOCULAR	31-OCT-2000	013	
Attachment 002	PERFORMANCE SPECIFICATION FOR M24 BINOCULAR	01-SEP-2000	013	
Attachment 003	PRICING EVALUATION SUMMARY		001	
Attachment 004	BID SAMPLE BINOCULAR TEST PALN FOR M22 AND M24 BINOCULAR BID SAMPLES		001	
Attachment 005	DD FORM 254 - DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION	27-JAN-2000	004	
Attachment 006	DOCUMENT SUMMARY LIST		002	
Attachment 007	OPTIONAL FORMAT FOR PORPOSAL SUBMISSION - SMALL BUSINESS PARTICIPATION		002	
Attachment 008	SUBCONTRACTING PLAN		007	

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

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

(End of Clause)

(JS7001)