

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> DAAE20-03-P-0547	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2003SEP19	<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE	<b>5. PRIORITY</b> DOA5
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<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-B ELIZABETH CRAWFORD (309)782-0698 ROCK ISLAND IL 61299-7630 EMAIL: CRAWFORDE@RIA.ARMY.MIL	<b>CODE</b>	W52H09	<b>7. ADMINISTERED BY (if other than 6)</b> DCMA ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789	<b>CODE</b>	S1103A	<b>8. DELIVERY FOB</b> <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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<b>9. CONTRACTOR</b> KEARFOTT GUIDANCE & NAVIGATION CORP 1280 US HWY 70 BLACK MOUNTAIN, NC. 28711-6001  TYPE BUSINESS: Large Business Performing in U.S.	<b>CODE</b>	05088	<b>FACILITY</b>	<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE	<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
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<b>14. SHIP TO</b> SEE SCHEDULE	<b>CODE</b>		<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	<b>CODE</b>	HQ0338	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>
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<b>16. TYPE OF ORDER</b>	<b>DELIVERY/ CALL</b>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.				
		Reference your <input checked="" type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated 2003SEP05, _____ furnish the following on terms specified herein.				
	<b>PURCHASE</b>	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				

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

**17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE**  
SEE SCHEDULE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	<b>24. UNITED STATES OF AMERICA</b> BRIAN W. SCHMIDT /SIGNED/ SCHMIDTB@RIA.ARMY.MIL (309)782-3811 BY: _____ CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b>	\$73,656.00
		<b>26. DIFFERENCES</b>	

**27a. QUANTITY IN COLUMN 20 HAS BEEN**  
 INSPECTED  RECEIVED  ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED \_\_\_\_\_

<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>c. DATE (YYYYMMDD)</b>	<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>
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<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>28. SHIP. NO.</b>	<b>29. D.O. VOUCHER NO.</b>	<b>30. INITIALS</b>
	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>32. PAID BY</b>	<b>33. AMOUNT VERIFIED CORRECT FOR</b>
<b>f. TELEPHONE NUMBER</b>	<b>g. E-MAIL ADDRESS</b>		<b>34. CHECK NUMBER</b>

<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
<b>a. DATE (YYYYMMDD)</b>	<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>	
		<b>35. BILL OF LADING NO.</b>

<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>
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**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

SUPPLEMENTAL INFORMATION

THIS PURCHASE ORDER IS A FIRM-FIXED PRICE AWARD FOR 99 ELECTRICAL RESOLVERS, NSN 5990-01-112-3901, PN 12294207.

INCREMENTAL DELIVERIES ARE AUTHORIZED.

ACCEPTANCE SHALL BE AT DESTINATION

FOB SHALL BE DESTINATION.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Qualification procedures are not available for the following specified source controlled items: P/N 12295549 Boot, P/N 12295744 Boot, P/N 12295791 Electrical Insulation Sleeving and P/N 2589945 Adhesives and Sealants. Therefore, these source controlled parts must be obtained only from the approved sources on the drawings; and no alternate sources will be allowed for these specified source controlled parts. The notices in the source controlled drawings, that allow testing and approval of substitute items, are hereby deleted in regard to these source controlled parts.

However, there are qualification procedures for the following specified source controlled item: P/N 12295642 Electric Resolver. See the clause entitled "Qualifications Requirements, FAR 52.209-1, which is included in this contract for information regarding testing and approval of alternate sources. FAR 52.209-1 only applies to the source controlled part(s) listed in this subparagraph for which qualification procedures are available.

\*\*\* END OF NARRATIVE A 002 \*\*\*

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

(End of Clause)

(AA7020)

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

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

- 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 (OMBUDESMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3224  
 Electronic Mail Address: ombudsman@ria.army.mil

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

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

(End of clause)

(AS7006)

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)

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.

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

(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)

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/cc/protest.html>

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

(END OF CLAUSE)

(AS7010)

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0547 MOD/AMD

Name of Offeror or Contractor: KEARFOFT GUIDANCE & NAVIGATION CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5990-01-112-3901                      NOUN: RESOLVER,ELECTRICAL                      FSCM: 19207                      PART NR: 12294207                      SECURITY CLASS: Unclassified</p> <p>PRON: M131A596M1 PRON AMD: 01 ACRN: AA                      AMS CD: 070011MMTUR</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W52H093232H953 W25G1U J 1  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 44 30-JAN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W25G1U) XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-P-0547/0000</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      002 W52H093232H954 W45G19 J 1  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 55 30-JAN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W45G19) SR W390 RED RIVER MUNITIONS CTR                      HIGHWAY 82 WEST CL V                      GATE 44 BLDG 184                      TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-P-0547/0000</p>	99	EA	\$ 744.00000	\$ 73,656.00



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 7 of 16</b>
	PIIN/SIIN DAAE20-03-P-0547	MOD/AMD
<b>Name of Offeror or Contractor:</b> KEARFOTT GUIDANCE & NAVIGATION CORP		

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

8            52.211-4501            PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)            APR/2003  
TACOM-RI

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY  
Level of Packing: B  
Quantity Per Unit Package: 001  
SPI Number: P12294207

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL) for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).

Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page [http://www.asset-trak.com/catt/msl\\_irrd/msl\\_irrddownload.htm](http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm). Be sure to bookmark this page for future releases of CATT MSL/IRRD.

d. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

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

f. SUPPLEMENTAL INSTRUCTIONS:

DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117.

(End of clause)

(DS6415)

INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

9	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
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10	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
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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
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( ) ISO 9002

(End of clause)

(EF6002)

11	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 9 of 16</b>
	PIIN/SIIN DAAE20-03-P-0547 MOD/AMD	

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

**DELIVERIES OR PERFORMANCE**

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

12	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
13	52.247-34	F.O.B. DESTINATION	NOV/1991
14	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
15	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

(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 DCMO.

(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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 10 of 16**

**PIIN/SIIN** DAAE20-03-P-0547

**MOD/AMD**

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB		
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ORDER</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
							<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001	M131A596M1	AA	2	97	X4930AC6G 6D	26FB S11116		W52H09	\$ 73,656.00
	070011MMTUR								
								TOTAL	\$ 73,656.00

SERVICE							ACCOUNTING		OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>STATION</u>		<u>AMOUNT</u>
Army	AA	97	X4930AC6G 6D	26FB S11116			W52H09	\$	73,656.00
							TOTAL	\$	73,656.00

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

**SPECIAL CONTRACT REQUIREMENTS**

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

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

(HA7001)

16	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
	DFARS		

17	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is crawforde@ria.army.mil The data fax number for submission is 309 782-1098, ATTN: Elizabeth A. Crawford

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

(End of Clause)

(HS6510)

18	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

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:

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

Page 12 of 16

PIIN/SIIN DAAE20-03-P-0547

MOD/AMD

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

## 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](http://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)

19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
21	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
23	52.222-26	EQUAL OPPORTUNITY	APR/2002
24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
25	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
26	52.243-1	CHANGES - FIXED PRICE	AUG/1987
27	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
28	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
29	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
30	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
31	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
32	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
33	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
34	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
35	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	AUG/2003

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

Information to be inserted in Paragraph (c):

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

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-P-0547 <b>MOD/AMD</b>	<b>Page 13 of 16</b>
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**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

36            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): Elizabeth A. Crawford  
(Address): TACOM, Rock Island, ATTN: AMSTA-LC-CAC-B, Rock Island, IL 61299-7630

(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)

(IF6011)

37            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

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

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

(End of Clause)

(IF7003)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 14 of 16</b>
	PIIN/SIIN DAAE20-03-P-0547 MOD/AMD	
<b>Name of Offeror or Contractor:</b> KEARFOTT GUIDANCE & NAVIGATION CORP		

38            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)

39            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)

40            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            FEB/2003  
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.dcmil.com/onebook/7.0/7.2/7.2.6/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: \_\_\_\_\_

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 15 of 16**

**PIIN/SIIN** DAAE20-03-P-0547

**MOD/AMD**

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 16 of 16**

**PIIN/SIIN** DAAE20-03-P-0547

**MOD/AMD**

**Name of Offeror or Contractor:** KEARFOTT GUIDANCE & NAVIGATION CORP

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIRMENT LIST			
Attachment 002	DOCUMENT SUMMARY LIST			