

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> DAAE20-03-P-0569	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2003SEP05	<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE	<b>5. PRIORITY</b> DXA5
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<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-C IRENE MAWSON (309)782-3810 ROCK ISLAND IL 61299-7630 EMAIL: MAWSONI@RIA.ARMY.MIL	<b>CODE</b>	W52H09	<b>7. ADMINISTERED BY (if other than 6)</b> DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399	<b>CODE</b>	S4402A	<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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<b>9. CONTRACTOR</b> OPTEX SYSTEMS INC 850 N. DOROTHY DR. #510 RICHARDSON, TX. 75081-2769	<b>CODE</b>	0BK64	<b>FACILITY</b>	<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE	<b>11. X IF BUSINESS IS</b> <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
<b>14. SHIP TO</b> SEE SCHEDULE			<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>

<b>14. SHIP TO</b> SEE SCHEDULE	<b>CODE</b>		<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	<b>CODE</b>	HQ0339	<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.				
	<b>PURCHASE</b>	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation DAAE2003T0014, Dated _____, furnish the following on terms specified herein.				
	<input checked="" type="checkbox"/>	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.				

<b>NAME OF CONTRACTOR</b>	<b>SIGNATURE</b>	<b>TYPED NAME AND TITLE</b>	<b>DATE SIGNED (YYYYMMDD)</b>
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:		

<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE
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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> DAVE ELLIOTT /SIGNED/ ELLIOTT@RIA.ARMY.MIL (309)782-3814	<b>25. TOTAL</b>	\$41,076.00
	<b>BY:</b> _____ <b>CONTRACTING/ORDERING OFFICER</b>	<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>		
<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>	
<b>f. TELEPHONE NUMBER</b>	<b>g. E-MAIL ADDRESS</b>	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>32. PAID BY</b>		<b>33. AMOUNT VERIFIED CORRECT FOR</b>
<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>		<b>31. PAYMENT</b> <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		<b>34. CHECK NUMBER</b>	
<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>

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-P-0569 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 18
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**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

SUPPLEMENTAL INFORMATION

<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).

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

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

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

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

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

(End of clause)

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

(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.

(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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 4 of 18</b>
	PIIN/SIIN DAAE20-03-P-0569 MOD/AMD	
<b>Name of Offeror or Contractor:</b> OPTEX SYSTEMS INC		

5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            FEB/2002  
TACOM-RI

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

2. In response to this mandate, 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)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/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****Page 5 of 18**

PIIN/SIIN DAAE20-03-P-0569

MOD/AMD

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

7 52.246-4538 AS7502, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2, WAS JUN/1998  
TACOM-RI DELETED 24 APR 03 WITHOUT REPLACEMENT

AS7502 WAS DELETED 24 APR 03 WITHOUT REPLACEMENT

THIS SOLICITATION IS FOR 42 EACH CELL, OPTICAL ELEMENTS, NSN 1240-01-254-6344, PART NUMBER 9377911.

FOB IS DESTINATION.

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

1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
2. DATAFAX NUMBER FOR AMSTA-LC-CAC-C IS (309) 782-0717.
3. REQUEST YOU FILL IN THE BLANKS IN SECTION E.
4. REQUEST YOU CERTIFY TO ALL THE CLAUSES IN SECTION K.
5. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
6. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
7. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_
8. PLEASE PROVIDE YOUR E-MAIL ADDRESS: \_\_\_\_\_

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

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE OPENING OF QUOTATION DATE FROM 2002 DECEMBER 16 TO 2003 JANUARY 16..
2. THIS CHANGE IS DUE THE TDP.

\*\*\* END OF NARRATIVE A 003 \*\*\*

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE BID OPENING DATE FROM 16 JANUARY 2003 TO 18 FEBRUARY 2003.
2. ANOTHER AMENDMENT WILL FOLLOW WITH GUIDANCE ON THE MISSING P/N 9377905 WHICH IS CLASSIFIED SECRET.

\*\*\* END OF NARRATIVE A 004 \*\*\*

1. THE PRUPOSE OF THIS AMENDMENT IS TO PROVIDE A REVISED SECTION C TO NOTIFY THE CONTRACTORS OF THE POC FOR PART NUMBER 9377905 WHICH IS CLASSIFIED. THIS SECTION C IS AN ATTACHMENT TO THIS AMENDMENT.
2. THE OPEN DATE FOR PROPOSALS REMAINS 18 FEBRUARY 2003.

\*\*\* END OF NARRATIVE A 005 \*\*\*

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE OPENING DATE OF PROPOSALS. THE DATE CHANGES FROM 18 FEB 2003 TO 18 MARCH 2003. THIS EXTENSION ALLOWS CONTRACTORS TO REQUEST THE CLASSIFIED DRAWING, AND SUBMIT BIDS.
2. ALL OTHER TERMS AND CONDITION OF THE SOLICITATION REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 006 \*\*\*

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE OPENING DATE OF THE PROPOSALS TO APRIL 18, 2003.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 18**

PIIN/SIIN DAAE20-03-P-0569

MOD/AMD

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

2. THIS CHANGE IS TO ALLOW TIME FOR CONTRACTORS TO RECEIVE AND REVIEW THE "SECRET" DRAWING.

3. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 007 \*\*\*

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE SOLICITATION UNTIL 30 JUNE 2003.

2. THE EXTENSION IS TO PROVIDE TIME FOR CONTRACTORS TO RECEIVE THE MISSING DRAWING, 9377905, AND ANY FURTHER INSTRUCTIONS REGARDING THIS SOLICITATION.

3. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 008 \*\*\*

1. THE PURPOSE OF THIS AMENDMENT IS TO INCORPORATE DD FORM 254, DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION.

2. THIS AMENDMENT ALSO INCORPORATES ECT'S

\*\*\* END OF NARRATIVE A 009 \*\*\*

1. THE PURPOSE OF THIS AMENDMENT, 0007, IS TO INCORPORATE DD FORM 254 (2 PAGES) AS AN ATTACHMENT TO THE SOLICITATION.

2. THE CLOSING DATE IS EXTENDED FROM 30 JUNE 2003 TO 31 JUL 2003.

3. PLEASE REMEMBER TO ACKNOWLEDGE RECEIPT OF ALL AMENDMENTS WHEN SUBMITTING QUOTE.

\*\*\* END OF NARRATIVE A 010 \*\*\*

1. THE PRUPOSE OF THIS ORDER IS TO AWARD 42 EACH CELL, OPTICAL ELEMENTS.

2. SEE SECTION B FOR DELIVERY SCHEDULE.

3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 011 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0569 MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1240-01-254-6344 FSCM: 19200 PART NR: 9377911 SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: CELL,OPTICAL ELEMEN PRON: M122A010M1 PRON AMD: 01 ACRN: AA AMS CD: 070011  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H092218H601</td> <td>W45G19</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>42</td> <td>07-FEB-2004</td> </tr> </table> FOB POINT: Destination  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  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0569/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H092218H601	W45G19	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	42	07-FEB-2004	42	EA	\$ 978.00000	\$ 41,076.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H092218H601	W45G19	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	42	07-FEB-2004																					
0002	<u>DATA ITEM</u>  NOUN: CONTRACT DATA REQUIREMENTS LI 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.			\$ ** NSP **	\$ ** NSP **																		

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN DAAE20-03-P-0569 MOD/AMD

Name of Offeror or Contractor: OPTEX SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p>				



**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 1997, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

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

e. SUPPLEMENTAL INSTRUCTIONS: DELETE MIL-P-116 AND REPLACE WITH MIL-STD-2073-1. DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117.

(End of clause)

(DS6411)

**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)

11	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
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12	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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( )	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS,	ISO 9001: 2000	13 DEC 2000,	TAILORED BY EXCLUDING PARAGRAPH 7.3
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( )	QUALITY SYSTEMS-MODEL FOR QA,	ISO 9002	18 JUL 1994,	UNTAILORED
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(End of clause)

(EP6002)

13	52.246-4533 TACOM-RI	SURFACE QUALITY STANDARDS	MAR/2001
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a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance

**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

inspection under this contract and are available as listed in CONTRACTOR REFERENCE: APPENDIX I of this contract. 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 SAME AS ABOVE. 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 SAME AS ABOVE.

(End of Clause)

(ES6018)

14	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 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)

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(ES7012)

**DELIVERIES OR PERFORMANCE**

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

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

15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-34	F.O.B. DESTINATION	NOV/1991
17	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999



**Name of Offeror or Contractor:** OPTEX SYSTEMS INC

**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)

18	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III DFARS	MAY/2002
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19	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) TACOM-RI	NOV/2001
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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 address for submission is mawsoni@ria.army.mil. The data fax number for submission is (309) 782-0717, ATTN: IRENE MAWSON.

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

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

(End of Clause)

(HS6510)

20	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION TACOM-RI	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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

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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)

## 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)

21	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
22	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
24	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
27	52.232-18	AVAILABILITY OF FUNDS	APR/1984
28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
29	52.243-1	CHANGES - FIXED PRICE	AUG/1987
30	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
31	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
32	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
33	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
34	252.225-7009 DFARS	IA0736, DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) WAS DELETED 15 APR 03 WITHOUT REPLACEMENT	AUG/2000
35	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
36	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
37	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
38	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
39	252.246-7000 DFARS	IA0527 WAS DELETED ON 25 FEB 03 AND REPLACED BY IA0536, MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
40	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

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(IF8001)

41            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)

42            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)

43            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.dcm.mil/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)

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SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

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

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

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

(End of Clause)

(IA7009)

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## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD1423	16-SEP-2002	002	
Attachment 001	CONTRACT C WORKSHEET	20-AUG-2002	001	
Attachment 002	APPENDIX I/GOVERNMENT-DESIGNED ACCEPTANCE INSPECTION EQUIPMENT		001	

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

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)