

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-A-0011	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2004APR30	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOA5
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6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-B ELIZABETH CRAWFORD (309)782-0698 ROCK ISLAND IL 61299-7630 EMAIL: CRAWFORDE@RIA.ARMY.MIL	CODE	W52H09	7. ADMINISTERED BY (if other than 6) DCMA LONG ISLAND 605 STEWART AVE GARDEN CITY NY 11530-4761	CODE	S3309A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
			SCD: A	PAS: NONE	ADP PT: HQ0337	

9. CONTRACTOR KONDOR TECHNOLOGIES, INC. 206 CHRISTOPHER STREET RONKONKOMA, NY. 11779-6921	CODE	06ZB0	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
				12. DISCOUNT TERMS	
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15	

14. SHIP TO SEE SCHEDULE	CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	CODE	HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
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16. TYPE OF ORDER	DELIVERY/ CALL	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 type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.				
	PURCHASE	X	furnish the following on terms specified herein.			
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)
<input type="checkbox"/> 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
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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.	24. UNITED STATES OF AMERICA BRIAN W. SCHMIDT /SIGNED/ SCHMIDTB@RIA.ARMY.MIL (309)782-0988	25. TOTAL	\$0.00
	BY: _____	26. DIFFERENCES	

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

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

f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	31. PAYMENT	34. CHECK NUMBER
		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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MOD/AMD

Name of Offeror or Contractor: KONDOR TECHNOLOGIES, INC.

SUPPLEMENTAL INFORMATION

1. THIS IS A BLANKET PURCHASE AGREEMENT (BPA) FOR THE PURCHASE OF VARIOUS SHIPPING AND STORAGE CONTAINERS FOR USE ON THE M1A1/M1A2 ABRAMS TANK AND BRADLEY FIGHTING VEHICLE ITEMS.

A. YOUR ATTENTION IS DIRECTED TO ATTACHMENT 001 FOR A COMPLETE LISTING OF ITEMS THAT ARE INCLUDED IN THIS BPA.

B. SPECIFIC REQUIREMENTS SUCH AS SECTIONS C, E, AND D RELATING TO INDIVIDUAL ITEMS BEING PURCHASED ARE INCLUDED AT ATTACHMENTS 002 THROUGH 006. THE CD ROM WITH DRAWING WILL BE MAILED WITH THIS BPA.

C. NOTE SOME INDIVIDUAL ITEMS MAY REQUIRE PHOSPATE COATING AND SOURCE CONTROL COMPONENTS.

2. WHEN ESTABLISHING THESE BPAS THE GOVERNMENT WILL CONSIDER SUPPLIERS WHOSE PAST PERFORMANCE HAS SHOWN THEM TO BE DEPENDABLE, WHO OFFER QUALITY SUPPLIES OR SERVICES AT CONSISTENTLY LOWER PRICES, AND WHO HAVE PROVIDED NUMEROUS PURCHASES AT OR BELOW THE SIMPLIFIED THRESHOLD. AFTER ESTABLISHMENT OF THESE BPAS THE GOVERNMENT WILL CONTINUE TO MONITOR THE CONTRACTORS PERFORMANCE.

3. EFFECTIVE PERIOD:

THIS AGREEMENT COMMENCES ON THE DATE SPECIFIED (AFTER SIGNATURE OF CONTRACTING OFFICER IN BLOCK 93) OF THIS BPA AND ENDS 30 DECEMBER 2005. BOTH PARTIES WITH AGREEMENT CAN EXTEND THE BPA. ALL WORK ORDERS UNDER THE BPA SHALL BE CONTINUED UNTIL THE WORK IS FINISHED, THE ORDER IS PAID, AND THE ORDER IS FINISHED.

4. MINIMUM ORDER: NONE

5. THIS BPA DOES NOT OBLIGATE ANY FUNDS. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF DELIVERY ORDERS ISSUED UNDER THIS BPA.

6. PRICING:

THE PRICES TO THE GOVERNMENT SHALL BE AS LOW OR LOWER THAN THOSE CHARGED THE SUPPLIERS MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS, IN ADDITION TO ANY DISCOUNTS FOR PROMPT PAYMENT.

7. CALL LIMITATION:

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$25,000. IF MADE VIA IMPAC CARD. WRITTEN ORDERS EXECUTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000 EACH.

8. DELIVERY TICKETS:

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- (1) NAME OF SUPPLIER
- (2) BLANKET PURCHASE AGREEMENT NUMBER
- (3) DATE OF PURCHASE
- (4) ITEMIZED LIST OF SUPPLIES OR SERVICES FURNISHED
- (5) DELIVERY ORDER NUMBER
- (6) QUANTITY, UNIT PRICE AND EXTENSION OF EACH ITEM, LESS APPLICABLE DISCOUNTS
- (7) DATE OF DELIVERY OR SHIPMENT.

UPON DELIVERY, THE RECEIVING ACTIVITY WILL RETAIN ONE (1) COPY OF THE RELATED

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DELIVERY TICKET AND WILL SIGN THE OTHER TWO (2) COPIES AND RETURN THEM TO THE SUPPLIER OR SUPPLIERS AGENT. ONE OF THESE COPIES MAY SUBSEQUENTLY BE REQUIRED TO SUPPORT THE INVOICE.

9. INVOICING:

IT IS EXPECTED THAT VENDOR WILL BILL VIA IMPAC. FOR ORDERS NOT FINANCED BY CREDIT CARD, A 30 DAY ITEMIZED INVOICE SHALL BE UTILIZED PURSUANT TO THE VENDORS NORMAL BILLING CYCLE AND SENT TO THE ADDRESS LISTED IN BLOCK 6.

AN ORAL CALL USING A CREDIT CARD, A DELIVERY ORDER WITH CREDIT CARD AS THE METHOD, AND A DELIVERY ORDER BEARING FUNDS ARE ALL USABLE.

10. DELIVERY AND TRANSPORTATION TERMS:

ALL DELIVERIES SHALL BE FOB DESTINATION AT THE SHORTEST DELIVERY DATE POSSIBLE. THE DELIVERY DESTINATION WILL BE KNOWN WHEN ORDERS ARE PLACED AGAINST THIS BPA.

11. INSPECTIONS AND ACCEPTANCE SHALL BE AT ORIGIN.

12. PRIMARY ORDER METHOD AGAINST THIS BPA WILL BE ORDERS, BUT THIS DOES NOT PROHIBIT CREDIT CARD (IMPAC-VISA).

13. TACOM-ROCK ISLAND IS THE ONLY AGENCY AUTHORIZED TO PLACE ORDERS UNDER THIS BPA. CONTRACTING OFFICERS, MS. ROXANNE SPURGETIS, MS. CAROL RIVARD AND MR. BRIAN SCHMIDT ARE THE ONLY INDIVIDUALS AUTHORIZED TO SIGN WRITTEN ORDERS AGAINST THIS BPA. THIS DOES NOT LIMIT THE CONTRACTING OFFICERS FROM LATER DLEGATING ORDERING AUTHORITY IN WRITING.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR ORDERS UP TO \$25,000 PLACED VIA GOVERNMENT WIDE PRUCHASE ORDER CREDIT CARD.

MR. CHARLES E. SLACK (309 782-6409) UP TO \$2,500.00 PER ORDER.
MS DANIELLE PORTER (309 782-0963) UP TO \$2,500.00 PER ORDER.

14. VARIATION IN QUANTITIY (FAR 52.212-9)

THE PERMISSIBLE VARIATION SHALL BE LIMITED TO:

0% INCREASE

0% DECREASE

15. THIS BPA INCORPORATED CLAUSES BY REFERENCE AND IN FULL TEXT

INCORPORATION OF CLAUSES:

FAR 52.232-8 (IF0327) DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

THE FOLLOWING CLAUSES APPLY AS INDICATED UNDER NOTES

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE	NOTES
FAR 52.222-20	WALSH HEALY PUBLIC CONTRACTS ACT	APR 1984	1
FAR 52.247-34	FOB DESTINATION	NOV 1991	2
FAR 52.247-48	FOB DESTINATION-EVIDENCE OF SHIPMENT (DEVIATION)	JUL 1995	2

APPLICABLE NOTES FOR THE ABOVE CLAUSES INCORPORATED BY REFERENCE

1. APPLIES WHEN THE CUMULATIVE OF ALL CALLS IS ANTICIPATED TO EXCEED \$10,000.00
2. APPLIES WHEN DELIVERY TERM IS F.O.B. DESTINATION

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (MUST BE FILLED IN)

Name of Offeror or Contractor: KONDOR TECHNOLOGIES, INC.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS:

(A) (1) THE NAICS CODE FOR THESE REQUIREMENTS IS 332439.

(2) THE SMALL BUSINESS STANDARD IS 500.

(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN WHICH SUMITS AN OFFER IN ITS OWN NAME, OTHER THAN ON A CONSTRUCTION OR SERVICE CONTRACT, BUT WHICH PROPOSES TO FURNISH A PRODUCT, WHICH IT DID NOT, ITSELF MANUFACTURE IS 500 EMPLOYEES.

(B) REPRESENTATIONS

(1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT ___ IS, ___ IS NOT A SMALL BUSINESS CONCERN.

(2) COMPLETE ONLY IF OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION. THE OFFEROR REPRESENTS AS PART OF ITS OFFEROR THAT IT ___ IS, ___ IS NOT A SMALL DISADVANTAGED BUSINESS CONCERN.

(3) COMPLETE ONLY IF OFFEROR REPRESENTS ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (b) (1) OF THIS PROVISION. THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT ___ IS ___ IS NOT A WOMAN-OWNED BUSINESS.

(C) DEFINITIONS.

SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINATED IN THE FIELD OF OPERATIONS IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (A) OF THIS PROVISION.

SMALL DISADVANTAGED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN THAT (1) AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY ONE OR MORE INDIVIDUALS WHO ARE BOTH SOCIALLY AND ECONOMICALLY DISADVANTAGED, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS, AND (2) HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY ONE OR MORE SUCH INDIVIDUALS. THIS TERM ALSO MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY AND ECONOMICALLY DISADVANTAGED INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION, OR A PUBLICALLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE OF THESE ENTITIES, WHICH HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY MEMBERS OF AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE, OR NATIVE HAWAIIAN ORGANIZATION, AND WHICH MEETS THE REQUIREMENTS OF 13 CFR PART 124.

WOMAN OWNED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN

(1) WHICH AT LEAST 51 PERCENT OWNED BY ONE OR MORE WOMEN OR, IN THE CASE OF ANY PUBLICALLY OWNED BUSINESS, AT LEAST 51 PERCENT OF THE STOCK OF WHICH IS OWNED BY ONE OR MORE WOMEN AND

(2) WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE WOMEN.

(D) NOTICE

(1) IF THIS SOLICITATION IS FOR SUPPLIES AND HAS BEEN SET ASIDE, IN WHOLE OR IN PART, FOR SMALL BUSINESS CONCERNS, THEN THE CLAUSE IN THIS SOLICITATION PROVIDING NOTICE OF THE SET ASIDE CONTAINS RESTRICTIONS ON THE SOURCE OF THE END ITEMS TO BE FURNISHED.

(2) UNDER 15.U.S.C. 646 (D), ANY PERSON WHO MISREPRESENTS A FIRMS STATUS AS A SMALL OR SMALL DISADVANTAGED BUSINESS CONCERN IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT

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TO SECTION 8 (D) FOR A DEFINITION OR PROGRAM ELIGIBILITY SHALL

- (i) BE PUNISHED BY IMPOSITION OF FINE, IMPRISONMENT, OR BOTH;
- (ii) BE SUBJECT TO ADMINISTRATIVE REMEDIES, INCLUDING SUSPENSION AND DEBARMENT;
AND
- (iii) BE INELIGIBLE FOR PARTICIPATION IN PROGRAMS CONDUCTED UNDER THE AUTHORITY
ACT.

*** END OF NARRATIVE A 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

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: KONDOR TECHNOLOGIES, INC.

- 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)

(AS7006)

2	52.210-4500	NOTICE OF PHOSPHATE COATING REQUIREMENT	MAR/1988
	TACOM-RI		

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

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 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Name of Offeror or Contractor: KONDOR TECHNOLOGIES, INC.

(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)

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
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

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.

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(End of Clause)

(AS7010)

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Name of Offeror or Contractor: KONDOR TECHNOLOGIES, INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing

SEE ATTACHMENT 003, SECTION C

(CS6100)

2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

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

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

N/A

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

N/A

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

(End of Clause)

(CS6191)

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
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
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See Attachment 002

clause)

(EP6002)

3	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)

(ES7012)

4	52.246-4540 TACOM-RI	ES7016, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000, WAS DELETED 24 AUG 03 WITHOUT REPLACEMENT	APR/2001
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ES7016 WAS DELETED 24 APR 03 WITHOUT REPLACEMENT.

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

(FF7020)

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SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	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 Elizabeth.A.Crawford@us.army.mil The data fax number for submission is 309 782-1098 ATTN: Elizabeth 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:

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

(End of Clause)

(HS6510)

Name of Offeror or Contractor: KONDOR TECHNOLOGIES, INC.

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
5	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
6	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
7	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	APR/2004

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

(IF8001)

8	252.211-7005 DFARS	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
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(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.dema.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)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 14 of 15****PIIN/SIIN** W52H09-04-A-0011**MOD/AMD****Name of Offeror or Contractor:** KONDOR TECHNOLOGIES, INC.

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 15 of 15**

PIIN/SIIN W52H09-04-A-0011

MOD/AMD

Name of Offeror or Contractor: KONDOR TECHNOLOGIES, INC.

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	ATTACHMENT 001 NSN LISTING			
Attachment 002	ATTACHMENT 002 SECTION E			
Attachment 003	ATTACHMENT 003 SECTION C			
Attachment 004	ATTACHMENT 004 PACKING REQUIREMENTS			
Attachment 005	ATTACHMENT 005 DOCUMENT SUMMARY LIST			
Attachment 006	ATTACHMENT 006 CONTRACT DATA REQ LIST			

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 <https://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)