

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-A-0016	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2004SEP09	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DXA5
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6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-C JOSE OLIVA (309)782-3411 ROCK ISLAND IL 61299-7630 EMAIL: OLIVAJ@RIA.ARMY.MIL	CODE	W52H09	7. ADMINISTERED BY (if other than 6) DCMA PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE SUITE 400 PHOENIX AZ 85004-4400	CODE	S0302A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR BREAUULT RESEARCH ORGANIZATION INC 6400 E GRANT RD SUITE 350 TUCSON, AZ. 85715-3862	CODE	5S300	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 DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	CODE	HQ0339	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 _____, furnish the following on terms specified herein.				
	PURCHASE	<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.						

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

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 MAJOR MICHELLE SANNER /SIGNED/ SANNERM@RIA.ARMY.MIL (309)782-4931 BY: _____ CONTRACTING/ORDERING OFFICER	25. TOTAL	\$0.00
		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
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36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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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CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 22**

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MOD/AMD

Name of Offeror or Contractor: BREAUULT RESEARCH ORGANIZATION INC

SUPPLEMENTAL INFORMATION

1. THIS IS A BLANKET PURCHASE AGREEMENT (BPA) FOR THE PURCHASE OF VARIOUS EYEPIECE ASSEMBLY, OPTICS FOR USE ON THE M60A3 TANK.

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

B. THE DRAWINGS CAN BE FOUND ON THE INTERNET AT THE FOLLOWING SITE: [HTTPS://AAIS.RIA.ARMY.MIL/AAIS/PADDSWEB/INDEX.HTML](https://AAIS.RIA.ARMY.MIL/AAIS/PADDSWEB/INDEX.HTML). HOWEVER, THE CD'S CAN BE REQUESTED BY CONTACTING THE POC FOR THIS BPA.

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

D. DRAWING NUMBERS 8619763, 12278908, 11733402 AND 12599175 CONTAINS GOVERNMENT - DESIGNATED ACCEPTANCE INSPECTION EQUIPMENT, QUANTITY OF ONE (1), DRAWING NUMBER 7641866, REV SYM: N, COST EACH \$2,000.00 ESTIMATED WEIGHT FIVE (5) LBS.

E. THERE ARE ATTACHMENTS FOR THE FOLLOWING:

- (1) NSN: 1240-01-147-2030, P/N: 8619763, EYEPIECE ASSEMBLY, OPTICAL
- (2) NSN: 1240-01-079-3036, P/N: 12278908, EYEPIECE ASSEMBLY OPTICAL
- (3) NSN: 1240-00-393-0446, P/N: 11733402, EYEPIECE ASSEMBLY, OPTICAL
- (4) NSN: 1240-01-277-0473, P/N: 12599175, MOUNT TELESCOPE

F. THIS BPA MAY CONTAIN OPTION REQUIREMENTS SEE IF6080, EVALUATED OPTION FOR INCREASED QUANTITY FAR 52.217-6

G. REQUEST YOUR QUOTES FOR EACH REQUIREMENT REMAIN VALID FOR 120 DAYS.

H. REVERSE AUCTIONS MAY BE USED ON THIS CONTRACT FOR CERTAIN ITEMS (SEE ATTACHMENT 009).

2. WHEN ESTABLISHING THESE BPA'S 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 BPA'S THE GOVERNMENT WILL CONTINUE TO MONITOR THE CONTRACTOR'S PERFORMANCE.

3. EFFECTIVE PERIOD:

THIS AGREEMENT COMMENCES ON THE DATE SPECIFIED (AFTER SIGNATURE OF THE CONTRACTING OFFICER) IN BLOCK (3) OF THIS BPA AND ENDS 30 DECEMBER 2009. 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 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 SUPPLIER'S MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS, IN ADDITION TO ANY DISCOUNT FOR PROMPT PAYMENT.

7. CALL LIMITATIONS:

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$25,000.00, IF MADE VIA IMPAC CARD. WRITTEN ORDERS EXECUTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000.00 EACH.

8. DELIVERY TICKETS:

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIP 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 DELIVERY TICKET AND WILL SIGN THE OTHER TWO (2) COPIES AND RETURN THEM TO THE SUPPLIER OR SUPPLIER'S AGENT. ONE OF THESE COPIES MAY SUBSEQUENTLY BE REQUIRED TO SUPPORT INVOICE.

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MOD/AMD

Name of Offeror or Contractor: BREAUULT RESEARCH ORGANIZATION INC

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 VENDOR'S NORMAL BILLING CYCLE AND SENT TO THE ADDRESS LISTED IN BLOCK 6.

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

10. DELIVERY (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. INSPECTION 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.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR ORDERS UP TO \$25,000.00 PLACED VIA GOVERNMENT WIDE PURCHASE ORDER CARD CREDIT CARD.

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

14. VARIATION IN QUANTITY (FAR 52.212-9)

THE PERMISSIBLE VARIATION SHALL BE LIMITED TO:

0% INCREASE

0% DECREASE

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

INCORPORATION OF CLAUSES:

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

DFARS 252.225-7009 (IA0736) DUTY FREE ENTRY - QUALIFYING COUNTRY SOURCES AND SUBCONTRACTORS (DEC 1991)

THE FOLLOWING CLAUSES APPLY AS INDICATED UNDER "NOTES"

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE	NOTES
FAR 52.222-20 (IF7114)	WALSH-HEALY PUBLIC CONTRACTS ACT	APRIL 1984	1
FAR 52.247-34 (FF0036)	F.O.B. DESTINATION	NOV 1991	2
FAR 52.247-48 (FF0038)	F.O.B. 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)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

(A) (1) THE NAICS CODE FOR THESE REQUIREMENTS IS 333314

(2) THE SMALL BUSINESS STANDARD IS 500.

(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN WHICH SUBMITS 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.

CONTINUATION SHEET

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Name of Offeror or Contractor: BREAUULT RESEARCH ORGANIZATION INC

(B) REPRESENTATIONS

- (1) THE OFFEROR REPRESENTS AS PART OF TITS 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 OFFER 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 OPERATION 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 AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION, OR A PUBLICLY 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 PUBLICLY 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 TO SECTION 8 (D) FOR A DEFINITION OF 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 OF THE ACT.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.246-4311 TACOM-RI	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2004

This contract requires the offeror to be in compliance with the higher level quality requirement listed in Section E on date of award. Compliance is defined as meeting the intent of the higher level quality requirement. The contractor shall have documentation attesting to the compliance available to the Government upon request.

Note: It is not mandatory that a contractor be registered by the Registration Accreditation Board.

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(End of clause)

(AS7008)

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: BREAULT RESEARCH ORGANIZATION INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8619763 with revisions in effect as of 01/14/2004 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING EXCEPTIONS APPLY TO THIS PROCUREMENT ACTION (S):

DRAWINGS	DELETE	REPLACE WITH
10541766	NOTE 3: QQ-P-35	ASTM A967 OR SAE-AMS-QQ-P-35
8574787	NOTE 5: QQ-P-35	ASTM-A967 OR SAE-ASM-QQ-P-35
8574812	QQ-S-766	ASTM-A240/A240M, ASTM-A666 OR ASTM-A693 ASTM-A581, ASTM-A581/A581M, ASTM-582, ASTM-A582/A582M
8574703	MIL-C-14550	SAE-AMS-QQ-P-35

DISTRIBUTION STATEMENT "A" APPLIES TO ALL QA DOCUMENTS

DOCUMENT	DELETE	REPLACE WITH
QAP 8574705	MIL-STD-105	MIL-STD-1916 MIL-STD-105 AQLS, MIL-STD-1916 VL IV FOR MAJOR OR MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS
QAP 8574707		" "
SQAP 8574785		" "
SQAP 8574786		" "
QAP 8574802		" "
SQAP 8574811		" "

ALL QA DOCUMENTS MIL-G-45654, MIL-STD-114, MIL-STD-115

APPLY TO ALL GAGE DWG's

THE FOLLOWING GOVERNMENT ACCEPTANCE INSPECTION EQUIPMENT (AIE) DESIGN DRAWINGS, CITED ELSEWHERE IN THE TECHNICAL DATA, ARE APPROPRIATE FOR USE DURING THE PERFORMANCE OF THIS CONTRACT TO INSPECT THE APPLICABLE CHARACTERISTICS:

NONE

ALL OTHER GOVERNMENT AIE DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OTHER DOCUMENTS IN THE TECHNICAL DATA PACKAGE ARE NO LONGER MAINTAINED BY THE GOVERNMENT. THESE AIE DESIGNS MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION AND ARE, THEREFORE, INCLUDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SUBMISSION TO THE GOVERNMENT FOR REVIEW OF ALL AIE DESIGN DOCUMENTATION, OTHER THAN THOSE LISTED ABOVE, IN ACCORDANCE WITH CLAUSE ES6018 SPECIFIED ELSEWHERE IN SECTION E OF THIS CONTRACT. THE CONTRACTOR MAY ELECT TO SUBMIT AN ALTERNATE DESIGN FOR THOSE LISTED ABOVE BUT MUST SUBMIT THE ALTERNATE AIE DESIGN TO THE GOVERNMENT FOR REVIEW AND APPROVAL.

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PIIN/SIIN W52H09-04-A-0016

MOD/AMD

Name of Offeror or Contractor: BREAULT RESEARCH ORGANIZATION INC

TDPL: 12278908

TDPL DATE: 05/18/2004

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING EXCEPTIONS APPLY TO THIS PROCUREMENT ACTION (S):

SQ 12278946:

DELETE:

SUBSTITUTE:

AQLS

MIL-STD-1916 VL IV FOR MAJOR AND MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS

ADD DISTRIBUTION STATEMENT "C".

7680600:

DELETE SUGGESTED SOURCE IN ITS ENTIRETY.

ADD DISTRIBUTION STATEMENT "C" TO ALL PRODUCT DRAWINGS CURRENTLY NOT CITING A DISTRIBUTION STATEMENT.

TDPL:

DOCUMENT:

DELETE:

SUBSTITUTE:

ADD:

MS29513-029

XXX

AS29513

3/1/01

NNN-P-40

XXX

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MIL-B-117

XXX

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MIL-P-130

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MIL-P-14232

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PPP-C-1797

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ASTM-D3951

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ASTM-D5486/D5486M

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ISO-9000

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QQ-A-225/3

XXX

AMS-QQ-A-225/3

7/1/97

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TDPL: 11733402

TDPL DATE: 05/20/2004

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING EXCEPTIONS APPLY TO THIS PROCUREMENT ACTION (S):

ALL PRODUCT DRAWINGS AND ASSOCIATED DOCUMENTS WITHOUT DISTRIBUTION ADD; DISTRIBUTION STATEMENT A.

DOCUMENT

DELETE

REPLACE WITH

SPI 11733402

REV A

REV B

SPI 11733402

MIL-O-16898

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DRAWING 117733402, ZONE D5, DRAWING "CELL-1173346" SHOULD BE "CELL-11733426".

ADD DISTRIBUTION STATEMENT "A" TO SPEC 856556.

DOCUMENT

DELETE

REPLACE WITH

QAP 11733402

MIL-STD-105

MIL-STD-1916

MIL-STD-105 AQLS

MIL-STD-1916 VL IV FOR MAJOR &

MIL-STD-1916 VL II FOR MINOR CHARACTERISTICS

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Name of Offeror or Contractor: BREAUULT RESEARCH ORGANIZATION INC

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)

3 52.211-4505 AVAILABLE TECHNICAL DATA PACKAGE (TDP)
TACOM RI

APR/2000

The Technical Data Package(s) (TDP) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds_web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

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MOD/AMD

Name of Offeror or Contractor: BREAUULT RESEARCH ORGANIZATION INCPACKAGING AND MARKING
PACKAGING AND MARKING:

WHEN RECEIVING AN ORDER, PLEASE SEE THE REFERENCED ATTACHMENT IN SECTION J, WITH THE PART NUMBER BEING ORDERED FOR THE SECTION D INPUT.

*** END OF NARRATIVE D 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.211-4501	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2004
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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: P8619763, REV C, DATED 8 JULY 2002

SPI Number: P11733402, REV B, DATED 24 MAY 2004

SPI Number: P12278908, REV A, DATED 15 JAN 2001

SPI Number: P12599175, REV A, DATED 3 MAY 2004

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:

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, 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.

C.2. Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. 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). Packing lists are required in accordance with the standard, see paragraph 5.3.

C.3. 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".

C.4. Military Shipping Label. The following website (Computer Automated Transportation Tool, CAAT) provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: http://www.assettrak.com/catt/msl_irrd/mslirrdmain.htm. This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>). Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

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

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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 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 provides the PCO and ACO with notification 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 PCO and ACO. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials:

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
 International Maritime Dangerous Goods Code (IMDG)
 Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
 Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments)

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations. Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

G. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6419)

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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.)

	<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
()	QUALITY MANAGMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPHS 7.3, 7.4, 7.5.1 AND 7.5.2

(End of clause)

(EF6002)

3	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 inspection under this contract and are available as listed in 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: AMSRD-AAR-QEW, 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)

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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	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified; however, the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>.]

(a) Definitions. As used in this clause--Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Government's unit acquisition cost means--

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subtitle, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again.

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The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

TBD

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number TBD or Contract Data Requirements List Item Number TBD.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>.

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

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- * Once per contract line, subline, or exhibit line item.
- ** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
 - (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
 - (3) Unique item identifier type.**
 - (4) Issuing agency code (if DoD unique item identifier is used).**
 - (5) Enterprise identifier (if DoD unique item identifier is used).**
 - (6) Original part number.**
 - (7) Serial number.**
 - (8) Unit of measure.
 - (9) Description.
- ** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

FA6000

4 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)

5 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'

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and 'Notification' address from the appropriate DCMA.

(b) The Contract Administration Office will provide to the contractor data necessary for shipment marking and freight routing.

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

(End of Clause)

(FS7240)

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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 OLIVAJ@RIA.ARMY.MIL. The data fax number for submission is 309-782-0717, ATTN: MR. JOSE OLIVA

(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)

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
4	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL/1996
5	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
6	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE -ALTERNATE I	OCT/1995
7	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE - ALTERNATE II	MAR/2004
8	52.222-3	CONVICT LABOR	JUN/2003
9	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
10	52.232-18	AVAILABILITY OF FUNDS	APR/1984
11	52.233-1	DISPUTES - ALTERNATE I	DEC/1998
12	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
13	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
14	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
15	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
16	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2004
17	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS - ALTERNATE I	APR/2003
18	252.232-7009 DFARS	MANADATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD	JUL/2000
19	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
20	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/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)

21 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

THIS CLAUSE APPLIES WHEN AND ONLY WHEN THE TOTAL DOLLARS ARE UNDER \$100,000.00 THRESHOLD

a. This BLANKET PURCHASE AGREEMENT (BPA) MAY include evaluated options as required. The contractor will be notified of these options when price quotes are requested (See Section M).

b. The Government reserves the right to increase the quantity of item(s) by a quantity of up to and including but not exceeding the percent shown on the spreadsheet when requesting a price quote for the basic and any option quantities if required.

c. If the Contractor does not quote an option price, the lowest price offered for the basic quantity; shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 30 DEC 2009 by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

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f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions or not at all.

g. Offered Unit Prices for any Option Quantities will be requested when price quotes are requested. A spreadsheet will be provided at that time.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

22 52.219-5 VERY SMALL BUSINESS SET-ASIDE JUN/2003

THIS CLAUSE APPLIES WHEN ORDERS EXCEED \$2,500.00 AND ARE NOT GREATER THAN \$50,000.00. THE FILL INS WILL BE ENTERED AT TIME OF ORDER.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas.

(End of clause)

IF6097)

23 52.219-5 VERY SMALL BUSINESS SET-ASIDE - ALTERNATE II JUN/2003

THIS CLAUSE APPLIES WHEN THE TOTAL AMOUNT OF THE CONTRACT DOES NOT EXCEED \$25,000.00. FILL INS WILL BE ADDED AT THE TIME OF ORDER.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by domestic firms in the United States or its outlying areas.

(End of clause)

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(IF6099)

24

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)

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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>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		002	
Attachment 001	DOCUMENT SUMMARY LIST		002	
Attachment 002	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 003	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 004	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
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Attachment 007	NSN: 1240-00-393-0446 P/N: 11733402 SECTIONS C AND D		005	
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