

|                       |   |                    |                            |
|-----------------------|---|--------------------|----------------------------|
| <b>AWARD/CONTRACT</b> | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating <b>DXA5</b> | Page <b>1</b> Of <b>19</b> |
|-----------------------|---|--------------------|----------------------------|

|   |                                |   |
|---|--------------------------------|---|
| 2. Contract (Proc. Inst. Ident) No.<br>W52H09-04-C-0153 | 3. Effective Date<br>2004JUN17 | 4. Requisition/Purchase Request/Project No.<br>SEE SCHEDULE |
|---|--------------------------------|---|

|  |                |  |                |
|--|----------------|--|----------------|
| 5. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CAC-C<br>RICHARD STOCKTON (309)782-5459<br>ROCK ISLAND IL 61299-7630 | Code<br>W52H09 | 6. Administered By (If Other Than Item 5)<br>DCMA SOUTH FLORIDA<br>6100 HOLLYWOOD BLVD SUITE 310<br>HOLLYWOOD FL 33024 | Code<br>S1212A |
| e-mail address: STOCKTONR@RIA.ARMY.MIL   |                | SCD A PAS NONE   | ADP PT HQ0338  |

|  |   |
|--|---|
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)<br>REAL-TIME LABORATORIES, LLC<br>990 S. ROGERS CIRCLE, SUITE 5<br>DEERFIELD BEACH, FL. 33487-2817<br><br>TYPE BUSINESS: Large Business Performing in U.S. | 8. Delivery<br><input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE |
| 9. Discount For Prompt Payment   |   |
| 10. Submit Invoices (4 Copies Unless Otherwise Specified)  | Item<br>12  |
| Code 62319   | Facility Code   |
| To The Address Shown In:   |   |

|                                      |      |  |                |
|--------------------------------------|------|--|----------------|
| 11. Ship To/Mark For<br>SEE SCHEDULE | Code | 12. Payment Will Be Made By<br>DFAS COLUMBUS CENTER<br>DFAS-CO/SOUTH ENTITLEMENT OPERATION<br>P O BOX 182264<br>COLUMBUS OH 43218-2264 | Code<br>HQ0338 |
|--------------------------------------|------|--|----------------|

|   |  |
|---|--|
| 13. Authority For Using Other Than Full And Open Competition:<br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) | 14. Accounting And Appropriation Data<br>ACRN: AA 97 X4930AC9G 6D 2571 S11116 W52H09 |
|---|--|

| 15A. Item No. | 15B. Schedule Of Supplies/Services | 15C. Quantity | 15D. Unit | 15E. Unit Price                        | 15F. Amount |
|---------------|------------------------------------|---------------|-----------|--|-------------|
| SEE SCHEDULE  | CONTRACT TYPE:<br>Firm-Fixed-Price |               |           | KIND OF CONTRACT:<br>Service Contracts |             |

|                               |              |
|-------------------------------|--------------|
| 15G. Total Amount Of Contract | \$476,025.00 |
|-------------------------------|--------------|

| 16. Table Of Contents |         |                                       |         |   |         |   |         |
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| X                     | B       | Supplies or Services and Prices/Costs | 6       | Part III - List Of Documents, Exhibits, And Other Attachments |         |   |         |
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

|  |   |
|--|---|
| 17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>W52H0904R0176</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|--|---|

|  |   |
|--|---|
| 19A. Name And Title Of Signer (Type Or Print)        | 20A. Name Of Contracting Officer<br>MAJOR MICHELLE SANNER<br>SANNERM@RIA.ARMY.MIL (309)782-4931 |
| 19B. Name of Contractor                              | 20B. United States Of America   |
| By _____<br>(Signature of person authorized to sign) | By _____ /SIGNED/<br>(Signature of Contracting Officer)   |
| 19c. Date Signed                                     | 20C. Date Signed<br>2004JUN17   |

**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

SECTION A - SUPPLEMENTAL INFORMATION

1. THIS AWARD IS A FIRM FIXED PRICED CONTRACT FOR THE REWORK AND UPGRADE OF 250 GUNNER'S CONTROL HANDLE GRIP ASSEMBLIES. THE TOTAL PRICE IS \$476,025.00.
2. THIS REQUIREMENT ALSO CONTAINS 2- 100% OPTIONS FOR THE REWORK AND UPGRADE OF GUNNER'S CONTROL HANDLE GRIP ASSEMBLIES.
3. FIRST DELIVERY OF 21 EACH SHALL BE 90 DAYS AFTER RECEIPT OF HANDLES TO BE REWORKED/UPGRADED. SEE SECTION B FOR COMPLETE DELIVERY SCHEDULE.

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

SUBMITTED EVALUATED OPTION PRICING ATTACHMENT 004

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

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |        |  |          |
|-----|--------|--|----------|
| A-1 | HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
|-----|--------|--|----------|

(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)

|     |                         |                                 |          |
|-----|-------------------------|---------------------------------|----------|
| A-2 | 52.201-4501<br>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).

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 19**

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MOD/AMD

**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

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

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

(End of clause)

(AS7006)

A-3            52.204-4505            DISCLOSURE OF UNIT PRICE INFORMATION            FEB/2003  
TACOM-RI

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

A-4            52.204-4506            PUBLIC ACTIVITY INVOLVEMENT            FEB/2003  
TACOM-RI

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red river Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see [www.gsie.army.mil](http://www.gsie.army.mil)

(End of Clause)

AS7005

A-5            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)

A-6            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.

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 4 of 19</b> |
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**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

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)

A-7            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.

(End of Clause)

(AS7010)

A-8            52.243-4510            DIRECT VENDOR DELIVERY            JAN/1999  
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 19****PIIN/SIIN** W52H09-04-C-0153**MOD/AMD****Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

(AS7012)

1. IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) AT ATTACHMENT 001 TO THIS SOLICITATION, THE CONTRACTOR WILL RECEIVE GUNNER'S CONTROL HANDLE GRIP ASSEMBLY, NSN: 1290-01-076-6865, P/N: 12283113-1 FOR REWORK/UPGRADE TO THE LATEST CONFIGURATION, NSN: 1290-01-428-2547, P/N: 12283113-3.
2. THE CONTRACTORS PROPOSAL SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK, AT ATTACHMENT 001 OF THIS SOLICITATION.
3. THIS SOLICITATION CONTAINS OPTIONS WHICH MAY EXTEND THE TERM OF THE CONTRACT. THE OPTION QUANTITIES SHALL ALSO BE REWORKED/UPGRADED TO THE LATEST CONFIGURATION. SUBMIT OFFERED UNIT PRICES FOR THE OPTION QUANTITIES WITH YOUR QUOTE IN SECTION B, NARRATIVE B002.
4. AFTER REWORK/UPGRADE THE GUNNER'S CONTROL HANDLE GRIP ASSEMBLIES SHALL BE SHIPPED TO:  
  
W25G1U XU TRANSPORTATION OFFICER  
DEFENSE DIST DEPOT SUSQUEHANNA  
NEWCUMBERLAND, PA 17070-5001  
  
MARK FOR B14 FIELD SERVICE STOCK
5. FIRST DELIVERY OF 21 EACH SHALL BE 90 DAYS AFTER RECEIPT OF REPAIRABLES BY CONTRACTOR. 21 EACH SHALL BE DELIVERIED IN EACH MONTH FOLLOWING THE INITIAL DELIVERY UNTIL THE TOTAL QUANTITY OF 250 EA HAS BEEN SHIPPED.

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

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of reworked upgraded item(s) by a quantity of up to and including but not exceeding 200 percent as an evaluated option at the price(s) and quantities quoted in Section B, NARRATIVE B002.

c. If the Contractor does not quote a price in Section B, NARRATIVE B002, the lowest price offered/bid in the Schedule for reworked upgraded item(s) 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 (see Section B) 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.

f. Subject to the limitations contained in this narrative, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are to be notated in Section B, NARRATIVE B002 .

h. 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 NARRATIVE A 002 \*\*\*



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Name of Offeror or Contractor: REAL-TIME LABORATORIES, LLC

| ITEM NO | SUPPLIES/SERVICES                                      | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
|         | 002 21 30-NOV-2004                                     |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>003 21 30-DEC-2004 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>004 21 30-JAN-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>005 21 28-FEB-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>006 21 30-MAR-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>007 21 30-APR-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>008 21 30-MAY-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>009 21 30-JUN-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>010 21 30-JUL-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>011 21 30-AUG-2005 |          |      |              |              |
|         | DLVR SCH<br>REL CD QUANTITY DATE<br>012 19 30-SEP-2005 |          |      |              |              |
|         | \$ 476,025.00  |          |      |              |              |
| 0002    | DATA ITEM  |          |      | \$ ** NSP ** | \$ ** NSP ** |
|         | NOUN: DD 1423<br>SECURITY CLASS: Unclassified          |          |      |              |              |

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Name of Offeror or Contractor: REAL-TIME LABORATORIES, LLC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Destination</p> |          |      |            |        |

|                           |  |                            |
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**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SEE SECTION C, SCOPE OF WORK, ATTACHMENT 001

\*\*\* END OF NARRATIVE C 001 \*\*\*

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**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

SECTION D - PACKAGING AND MARKING

SEE SECTION D PACKAGING AND MARKING, SCOPE OF WORK ATTACHMENT 001

\*\*\* END OF NARRATIVE D 001 \*\*\*

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

SECTION E - 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)

|     | <u>Regulatory Cite</u> | <u>Title</u>                         | <u>Date</u> |
|-----|------------------------|--------------------------------------|-------------|
| E-1 | 52.246-4               | INSPECTION OF SERVICES - FIXED PRICE | AUG/1996    |

SEE SECTION E - INSPECTION AND ACCEPTANCE, SCOPE OF WORK, ATTACHMENT 001

\*\*\* END OF NARRATIVE E 001 \*\*\*

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-C-0153 <b>MOD/AMD</b> | <b>Page 12 of 19</b> |
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**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

SECTION F - 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)

DELIVERY SCHEDULE, SEE SECTION B, SOLICITATION AND OR CONTRACT

\*\*\* END OF NARRATIVE F 001 \*\*\*

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**MOD/AMD**

**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br><u>ITEM</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> |             | <u>JOB</u><br>ORDER<br><u>NUMBER</u> | <u>ACCOUNTING</u><br><u>STATION</u> | <u>OBLIGATED</u><br><u>AMOUNT</u> |
|--------|---------------------------------|-------------|-------------|----------------------------------|-------------|--------------------------------------|-------------------------------------|-----------------------------------|
| 0001AA | M14OP603M1<br>060015JWZN        | AA          | 2           | 97 X4930AC9G 6D                  | 2571 S11116 |                                      | W52H09 \$                           | 476,025.00                        |
|        |                                 |             |             |                                  |             |                                      | TOTAL                               | \$ 476,025.00                     |

| <u>SERVICE</u><br><u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |             | <u>ACCOUNTING</u><br><u>STATION</u> | <u>OBLIGATED</u><br><u>AMOUNT</u> |
|-------------------------------|----------------------|----------------------------------|-------------|-------------------------------------|-----------------------------------|
| Army                          | AA                   | 97 X4930AC9G 6D                  | 2571 S11116 | W52H09                              | \$ 476,025.00                     |
|                               |                      |                                  |             |                                     | TOTAL \$ 476,025.00               |

**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>                                       | <u>Date</u> |
|-----|-------------------------|--|-------------|
| H-1 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                  | MAY/2002    |
| H-2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  | MAR/2000    |
| H-3 | 52.247-4545<br>TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993    |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

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

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

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

(End of Clause)

(HS7600)

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

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PIIN/SIIN W52H09-04-C-0153

MOD/AMD

**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

## SECTION I - CONTRACT CLAUSES

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

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

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.202-1               | DEFINITIONS   | DEC/2001    |
| I-2  | 52.203-3               | GRATUITIES  | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES  | APR/1984    |
| I-4  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-5  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-6  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/2003    |
| I-7  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-8  | 52.209-6               | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995    |
| I-9  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| I-10 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999    |
| I-11 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA  | OCT/1997    |
| I-12 | 52.215-12              | SUBCONTRACTOR COST OR PRICING DATA  | OCT/1997    |
| I-13 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS  | JAN/2004    |
| I-14 | 52.215-19              | NOTIFICATION OF OWNERSHIP CHANGES   | OCT/1997    |
| I-15 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN  | JAN/2002    |
| I-16 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999    |
| I-17 | 52.222-26              | EQUAL OPPORTUNITY   | APR/2002    |
| I-18 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| I-19 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998    |
| I-20 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS               | DEC/2001    |
| I-21 | 52.223-6               | DRUG-FREE WORKPLACE   | MAY/2001    |
| I-22 | 52.223-14              | TOXIC CHEMICAL RELEASE REPORTING  | AUG/2003    |
| I-23 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)   | JAN/2004    |
| I-24 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES   | APR/2003    |
| I-25 | 52.230-2               | COST ACCOUNTING STANDARDS   | APR/1998    |
| I-26 | 52.232-1               | PAYMENTS  | APR/1984    |
| I-27 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002    |
| I-28 | 52.232-11              | EXTRAS  | APR/1984    |
| I-29 | 52.232-17              | INTEREST  | JUN/1996    |
| I-30 | 52.232-18              | AVAILABILITY OF FUNDS   | APR/1984    |
| I-31 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984    |
| I-32 | 52.232-25              | PROMPT PAYMENT  | OCT/2003    |
| I-33 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-34 | 52.233-1               | DISPUTES  | JUL/2002    |
| I-35 | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| I-36 | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-37 | 52.243-1               | CHANGES - FIXED-PRICE - ALTERNATE II  | APR/1984    |
| I-38 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUN/2003    |
| I-39 | 52.246-24              | LIMITATION OF LIABILITY - HIGH-VALUE ITEMS  | FEB/1997    |
| I-40 | 52.247-63              | PREFERENCE FOR U.S. - FLAG AIR CARRIERS   | JUN/2003    |
| I-41 | 52.248-1               | VALUE ENGINEERING   | FEB/2000    |
| I-42 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | MAY/2004    |
| I-43 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-44 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-45 | 252.201-7000           | CONTRACTING OFFICER'S REPRESENTATIVE  | DEC/1991    |
|      | DFARS                  |   |             |

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

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|------|------------------------|--|-------------|
| I-46 | 252.203-7001<br>DFARS  | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES   | MAR/1999    |
| I-47 | 252.204-7003<br>DFARS  | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-48 | 252.204-7004<br>DFARS  | CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A  | NOV/2003    |
| I-49 | 252.205-7000<br>DFARS  | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  | DEC/1991    |
| I-50 | 252.209-7000<br>DFARS  | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY         | NOV/1995    |
| I-51 | 252.225-7004           | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | APR/2003    |
| I-52 | 252.225-7012<br>DFARS  | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | MAY/2004    |
| I-53 | 252.225-7016<br>DFARS  | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | MAY/2004    |
| I-54 | 252.226-7001<br>DFARS  | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003) | OCT/2003    |
| I-55 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| I-56 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE   | DEC/1991    |
| I-57 | 252.242-7004<br>DFARS  | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM  | DEC/2000    |
| I-58 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-59 | 252.243-7002<br>DFARS  | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-60 | 252.244-7000<br>DFARS  | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)  | MAR/2000    |
| I-61 | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL/1995    |

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

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

(End of Clause)

(IF7210)

|      |          |                          |          |
|------|----------|--------------------------|----------|
| I-62 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
|------|----------|--------------------------|----------|

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose

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|---|--|----------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b> | <b>Page 17 of 19</b> |
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of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

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

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

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

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

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

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

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

(End of Clause)

(IF7211)

I-63            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)

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I-64

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)

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**Name of Offeror or Contractor:** REAL-TIME LABORATORIES, LLC

## SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u>                           | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|--|-------------|------------------------|-----------------------|
| Exhibit A              | CONTRACT DATA REQUIREMENTS LIST        | 08-JUL-2003 | 004                    |                       |
| Attachment 001         | SCOPE OF WORK                          | 08-JUN-2003 | 009                    |                       |
| Attachment 002         | CRITICAL ITEM PRODUCT FABRICATION SPEC | 06-FEB-1996 | 017                    |                       |
| Attachment 003         | DATA ITEM DESCRIPTION                  |             | 010                    |                       |
| Attachment 004         | SUBMITTED OPTION PRICING               | 03-MAY-2004 | 001                    |                       |
| Attachment 005         | SUBCONTRACTING PLAN                    | 03-MAY-2004 | 005                    |                       |

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)