

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 39
2. Contract (Proc. Inst. Ident) No. W52H09-04-D-0026		3. Effective Date 2003DEC11	4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-C NANCY MONIKE (309)782-4900 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA GRAND RAPIDS RIVERVIEW CENTER BLDG 678 FRONT AVE NW GRAND RAPIDS MI 49504-5352	
e-mail address: MONIKEN@RIA.ARMY.MIL		Code S2303A		
		SCD C PAS NONE ADP PT HQ0337		

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) BORISCH MANUFACTURING CORP 4511 E PARIS AVE SE GRAND RAPIDS, MI. 49512-5314		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE		
TYPE BUSINESS: Other Small Business Performing in U.S.		9. Discount For Prompt Payment		
Code 01BB2		Facility Code		Item 12
11. Ship To/Mark For SEE SCHEDULE		10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:		

11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		
Code 01BB2		Code HQ0337		

13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data		
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
Contract Expiration Date: 2008DEC31		15G. Total Amount Of Contract \$0.00			

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	26
X	B	Supplies or Services and Prices/Costs	13	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	14	X	J	List of Attachments	39
X	D	Packaging and Marking	18	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	19	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	23	L	Instrs., Conds., and Notices to Offerors		
	G	Contract Administration Data		M	Evaluation Factors for Award		
X	H	Special Contract Requirements	24				

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>DAAE2001R0236</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.
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer CAROL C RIVARD RIVARD@RIA.ARMY.MIL (309)782-3272	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2003DEC11
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

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SECTION A - SUPPLEMENTAL INFORMATION

Contract Number W52H09-04-D-0026 is awarded to Borisch Manufacturing Corporation without First Article Requirement. This contract is a 5 year Long Term Indefinite Delivery Indefinite Quantity Contract for the award of the Switching Unit, Power, NSN: 6110-01-217-2331, P/N: 12325140.

The Period of Performance under this contract is for 5 years as follows:

Ordering Period (OP) 1, Award Date - 30 December 2004

Ordering Period (OP) 2, 01 January 2005 - 30 December 2005

Ordering Period (OP) 3, 01 January 2006 - 30 December 2006

Ordering Period (OP) 4, 01 January 2007 - 30 December 2007

Ordering Period (OP) 5, 01 January 2008 - 30 December 2008

The Firm Fixed prices for all performance periods are reflected on Attachment 0001 as provided by the Contractor in response to the Request for Final Proposal Revisions.

All Deliveries are to be FOB Destination. Each Delivery Order will provide the shipping destinations. Each Delivery Order will reflect the price for the quantity range that applies. All Delivery Orders will be issued unilaterally by the Government with firm delivery dates.

The Government's projected minimum for each of the Performance Periods was provided with the Solicitation. The Government's only liability under this contract is for the minimum guaranteed quantity for the first Performance Period. The minimum guaranteed quantity which was revised by Amendment 0008 is 234 each. Delivery Order 0001 will be issued simultaneously with this award for a quantity of 250 each, the highest quantity that can be ordered in Ordering Period 0001.

Solicitation DAAE20-01-R-0236, and all 0009 Amendments, are hereby incorporated and made a part of this contract.

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5. EVALUATIONS OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURES IN SECTION "M" OF THIS SOLICITATION.

6. THE PROPOSED UNIT PRICES FOR ALL QUANTITIES SHALL BE MARKED IN THE BLOCKED PORTIONS OF THE PRICING SHEET. SEE (ATTACHMENTS 001 & 002). PROPOSALS OFFERING PRICES FOR LESS THAN ALL FIVE ORDERING PERIODS WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED. OFFERORS ARE NOT TO PLACE UNIT PRICES IN SCHEDULE "B" OF SF 33, ONLY ON ATTACHMENTS 001 & 002.

7. THE FOLLOWING ARE THE DATES OF THE FIVE ORDERING PERIODS (OP) COVERED BY THIS SOLICITATION:

OP 1:	AWARD DATE-	31 DEC 2003
OP 2:	01 JANUARY 2004-	31 DEC 2004
OP 3:	01 JANUARY 2005-	31 DEC 2005
OP 4:	01 JANUARY 2006-	31 DEC 2006
OP 5:	01 JANUARY 2007-	31 DEC 2007

8. THE GOVERNMENT'S ESTIMATED MINIMUM AND MAXIMUM QUANTITIES ARE SET FORTH IN THE TABLE BELOW. THE ESTIMATED QUANTITIES REPRESENT THE BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL QUANTITIES ON HAND, AND PROJECTED DEMAND.

CLIN 0001 NSN: 5999-01-275-8092, PN: 12325160

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	151	30	200
2	30	30	200
3	30	30	200
4	30	30	200
5	30	30	200

CLIN 0002 NSN: 6110-01-217-2331, PN: 12325140

ORDERING PERIOD	ESTIMATED	MINIMUM	MAXIMUM
1	151	30	200
2	30	30	200
3	30	30	200
4	30	30	200
5	30	30	200

9. THE DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY SCHEDULES PROVIDED WITH EACH DELIVERY ORDER WHEN EACH INDIVIDUAL DELIVERY ORDER IS ISSUED. THE DELIVERY SCHEDULE FOR GUARANTEED MINIMUM QUANTITIES IS SET FORTH IN SECTION B.

10. SUBSEQUENT DELIVERIES WILL BE REQUIRED TO BE DELIVERED WITHIN 240 DAYS AFTER AWARD, FOB DESTINATION.

11. OFFERORS ARE CAUTIONED TO READ SECTION L, PROPOSAL INSTRUCTIONS, CAREFULLY, TO ENSURE THAT ANY PROPOSAL SUBMITTED IN RESPONSE HERETO INCLUDES ALL PAST PERFORMANCE, PRICE AND SMALL BUSINESS INFORMATION REQUIRED BY THE SOLICITATION.

12. AS OUTLINED IN SECTION M, BASIS FOR AWARD, THE AWARD RESULTING FROM THIS SOLICITATION WILL BE MADE CONSIDERING THREE ELEMENTS: PAST PERFORMANCE, PRICE, AND SMALL BUSINESS PARTICIPATION. THE AREA OF PAST PERFORMANCE IS MORE IMPORTANT THAN PRICE. PRICE IS MORE IMPORTANT THAN SMALL BUSINESS PARTICIPATION. PAST PERFORMANCE AND SMALL BUSINESS PARTICIPATION WHEN COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE. A SINGLE AWARD WILL BE MADE TO THAT OFFEROR WHOSE PROPOSAL OFFERS THE BEST VALUE TO THE GOVERNMENT BASED ON AN INTEGRATED ASSESSMENT OF THESE ELEMENTS. THE GOVERNMENT MAY AWARD TO OTHER THAN THE LOW OFFEROR.

13. NOTE TO OFFERORS: SECTIONS L AND M OF THIS SOLICITATION ARE SUPPLEMENTED BY PRICING SHEET ATTACHMENTS 001 & 002; ATTACHMENT 005, "SMALL BUSINESS PARTICIPATION" EVALUATION DOCUMENT; AND PAST PERFORMANCE QUESTIONNAIRE, ATTACHMENT 006. TO AID IN SUBMISSION THE "SMALL BUSINESS PARTICIPATION" EVALUATION FACTOR DOCUMENT, ATTACHMENT 005 & "PAST PERFORMANCE QUESTIONNAIRE" DOCUMENT, ATTACH. 006 MAY BE COMPLETED AND RETURNED AS PART OF YOUR PROPOSAL ALONG WITH ALL OTHER REQUIRED ATTACHEMENTS.

14. NOTE: CLIN 0001, CIRCUIT CARD ASSEMBLY, NSN: 5999-01-275-8092, P/N: 12325160, TDP INCLUDES SOURCE CONTROLLED COMPONENT, P/N: 12325176. THIS PART MUST BE PURCHASED FROM ONE OF THE THREE AGILENT DISTRIBUTORS, (HP ON THE DRAWING).

QUALIFICATION PROCEDURES ARE NOT AVAILABLE FOR ANY SOURCE CONTROLLED ITEMS IN THE TECHNICAL DATA PACKAGE. THEREFORE, THE SOURCE

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CONTROLLED PARTS MUST BE OBTAINED ONLY FROM THE APPROVED SOURCES LISTED ON THE DRAWINGS. NO ALTERNATE SOURCES WILL BE ALLOWED. THE NOTICES IN THE SOURCE CONTROLLED DRAWINGS, THAT ALLOW TESTING AND APPROVAL OF SUBSTITUTE ITEMS, ARE HEREBY DELETED.

15. WHEN SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION LARGE BUSINESSES ARE REQUIRED TO SUBMIT A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH FAR 52.219-9, ALT II.

*** END OF NARRATIVE A 001 ***

Contract Number W52H09-04-D-0026 is awarded to Borisch Manufacturing Corporation without First Article Requirement. This contract is a 5 year Long Term Indefinite Delivery Indefinite Quantity Contract for the award of the Switching Unit, Power, NSN: 6110-01-217-2331, P/N: 12325140.

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The Government's projected minimum for each of the Performance Periods was provided with the Solicitation. The Government's only liability under this contract is for the minimum guaranteed quantity for the first Performance Period. The minimum guaranteed quantity which was revised by Amendment 0008 is 234 each. Delivery Order 0001 will be issued simultaneously with this award for a quantity of 250 each, the highest quantity that can be ordered in Ordering Period 0001.

Solicitation DAAE20-01-R-0236, and all 0009 Amendments, are hereby incorporated and made a part of this contract.

*** END OF NARRATIVE A 011 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

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

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

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

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

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

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

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

(End of clause)

(AS7006)

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
 TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
 TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

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SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

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

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

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

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

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TACOM-RI DELETED 24 APR 03 WITHOUT REPLACEMENT

AS7502 WAS DELETED 24 APR 03 WITHOUT REPLACEMENT

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE TO 01 JULY 2002 at 16:30 HOURS CDT.
2. ADMINISTRATIVE CHANGE TO ADD THE WORD "DAYS" TO THE STATEMENT FOUND IN SECTION E, PARAGRAPH E-4, FAR 52.209-4512, FIRST ARTICLE TEST (CONTRACTOR TESTING) SECTION. CORRECTED STATEMENT SHALL READ "CURRENT SUCCESSFUL PRODUCERS AND ANY PRODUCERS WHOM HAVE SUCCESSFULLY MANUFACTURED THIS ITEM FOR THE GOVERNMENT WITHIN THE LAST 365 (INSERT THE WORD "DAYS") ARE ELIGIBLE FOR A WAIVER OF FAT.
3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE TO 16 JULY 2002 AT 16:30 HOURS CDT.
2. ADD ATTACHMENTS 007 SPECIAL PACKAGING INSTRUCTION FOR PART NUMBER 12325160 AND 008 SPECIAL PACKAGING INSTRUCTION FOR PART NUMBER 12325140 THAT WERE INADVERTENTLY OMITTED FROM THE ORIGINAL SOLICITATION.
3. THE FOLLOWING ARE QUESTIONS/RESPONSES FURNISHED ON THIS SOLICITATION:

Q. CANNOT LOCATE IN THE DRAWINGS THE MATERIAL FOR CASTING PART NUMBER 12325162, AND PART NUMBER 12325142. CAN YOU PROVIDE THE ALLOY THESE PARTS ARE CAST FROM?

A. PER THE MATERIAL NOTE (NOTE 1) ON BOTH THE DRAWINGS CITED, THE ALUMINUM ALLOY IS A04130 SPEC ASTM B85 (DIE CASTING).

Q. TECHNICAL DATA PACKAGE LIST NO. 12325140 SHEET 1 OF 14, DRAWING NO. 12271717, SHAFT, LONG, GEAR, FIELD OF VIEW. THIS DRAWING OR DOCUMENT IS NOT LISTED AS PART OF ANY OF THE ASSEMBLY DRAWINGS.

A. PART NUMBER 12271717 IS NOT PART OF THE 12325140 ASSEMBLY AN SHOULD BE IGNORED.

Q. CAPACITOR PACK ASSEMBLY PN 12325194 (USED ON PN 12325140) APPEARS TO SHOW AN ENCLOSURE HOUSING THE CAPACITORS, BUT A PART NUMBER AND RELATED DRAWING DON'T APPEAR TO BE LISTED. IS THERE AN ENCLOSURE? IF NOT, WHAT DOES THE SECTIONED OUTLINE ON DRAWING 12325194 REPRESENT?

A. THE CAPACITORS ARE POTTED AND SEALED (MOLDED) TOGETHER IN ONE MASS IN THE CONFIGURATION SHOWN ON DRAWING 12325194 WITH THE EXTERNAL DIMENSIONS AS DEPICTED. POTTING AND SEALING ARE PER NOTE 1 OF 12325194.

4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

*** END OF NARRATIVE A 003 ***

THE PURPOSE OF THIS AMENDMENT IS TO:

1. EXTEND THE CLOSING DATE TO 30 JUL 2002, 16:30 HRS. CDT.
2. THE FOLLOWING ARE QUESTIONS/RESPONSES FURNISHED ON THIS SOLICITATION:
 - Q. UNDER SECTION C-1 OF THE SOLICITATION ON PAGE 18 REFERENCE IS MADE TO SC12272556. SHOULD IT BE SC12272516?
 - A. THE CORRECT NUMBER IS SC12272156.
 - Q. THE SOLICITATION REQUIRES THE USE OF DIE CASTINGS. DOES THE GOVERNMENT OWN THE TOOLING AND IF SO, IS IT AVAILABLE FOR USE IN THIS PROJECT?
 - A. THE GOVERNMENT DOES NOT OWN NOR MAKE AVAILABLE ANY DIE CAST TOOLING FOR THIS SOLICITATION.

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*** END OF NARRATIVE A 004 ***

THE PURPOSE OF THIS AMENDMENT IS TO:

1. EXTEND THE CLOSING DATE TO 30 SEP 2002, 16:30 HRS. CDT.
2. NOTICE OF REVISION (NOR) H2T2020 DATED 22 APR 2002 IS HEREBY INCORPORATED INTO THIS SOLICITATION AS ATTACHMENT 001.
3. THE FOLLOWING ARE QUESTIONS/RESPONSES FURNISHED ON THIS SOLICITATION:

Q. Solicitation Section E-4 specifies that current or past producers of the requested items are eligible for waiver of First Article Test (FAT) requirements if they have provided the listed items in the past 365 days. Section E-7, para a3 allows waiver of FAT for certified vendors without respect to this time frame. Does the 365 day limit apply to certified contractors? Are any past producers of the listed items eligible for waiver of FAT? Does the government expect to waive FAT for any current or past producers?

A. Contractor Performance Certification Program (Cp2) certified contractors may be eligible for waiver of first article testing. However, the Government will determine whether first article could be waived for Cp2 certified contractors or any other offeror for this procurement on a case-by-case basis.

Q. Section E-7 notes the Contractor Performance Certification Program is applicable to p/n 12325140, which implies that certification is required. Para a, however, notes that participation in this program is voluntary. Is Certification required? If so, is it required to be complete at the time of proposal submittal, or can certification be pursued in parallel with solicitation and contract documentation?

A. Contractor Performance Certification is not required. Cp2 is a voluntary program and normally it takes a contractor approximately one year or longer to become certified.

Q. Section E-3 lists 2 Quality Assurance Systems for selection. Is either equally acceptable, or will preference be given to one over the other?

A. Either Quality Assurance System is acceptable, and no preference is given to one Quality Assurance System over the other.

Q. Is there a defined quantitative relationship between proposal evaluation factors (ie, is past performance worth a specific multiple of price and small business participation)? If Company A is a successful past producer with an acceptable price and good small business participation levels, and Company B has limited direct experience, excellent small business participation, and offers a 10% price advantage over Company A, which Company is likely to be awarded the contract? If A, what price advantage would Company B likely need to tip the scales in its favor? Items 12 and 13 on p.3 give general statements about relative importance of the 3 evaluation factors, no information is given as to specifically how much more a particular factor is worth than another. For example; Is past performance worth twice as much as price, which in turn is worth 1.5 times small business participation?

A. There is no defined quantitative relationship between proposal evaluation factors in the solicitation, and the FAR does not require defined quantitative relationships between proposal evaluation factors. According to FAR 15.101-1 (b)(2), The solicitation shall state whether all evaluation factors other than cost or price, when combined, are significantly more important than, approximately equal to, or significantly less important than cost or price. FAR 15.304 (e) indicates that the solicitation shall state, at a minimum, whether all evaluation factors other than cost or price, when combined, are: (1) Significantly more important than cost or price; (2) Approximately equal to cost or price; or (3) Significantly less important than cost or price. According to FAR 15.308, the Source Selection decision documentation need not quantify the tradeoffs that led to the decision.

Q. Drawing 12325173, Rev. F. is source controlled to Linfinity Microtronics (LMI). LMI will not quote on the drawing.

A. This item can be purchased from Microsemi Integrated Products Group who acquired LMI, under the same vendor part number.

4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

*** END OF NARRATIVE A 005 ***

THE PURPOSE OF THE AMENDMENT IS TO:

1. FURNISH THE ELECTRONIC ADDRESS THAT NOTICE OF REVISION (NOR) H2T2020 AS REFERENCED IN AMENDMENT 0004 AS ATTACHMENT 0001 CAN BE ACQUIRED FROM IF DESIRED. THIS NOR IS CODED DISTRIBUTION STATEMENT C AND CANNOT BE POSTED TO THE INTERNET WEBSITE. THE ADDRESS FOR A CD

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FROM WITH THIS ATTACHMENT ON IT IS: tacom-ri-tdp.ria.army.mil.

2. THE FOLLOWING ARE QUESTIONS/RESPONSES FURNISHED ON THIS SOLICITATION:

Q. Part No. 12325175 - This part is no longer in production by White Technology. They have quoted as an "End of Life" item.

Q. White Technology supplied a quote on drawing 12325175 for Microcircuit P/N 6003-4000-3.0. This item is out of production and order to get 100 units it will cost a great deal. Can you suggest an alternate solution?

Q. Integrated Circuit, U1, on printed wiring board assembly P/N 12325163 which is part of generator assembly P/N 12325160, Item 0001AB on Solicitation DAAE20-01-R-0236, is a 400Hz Microcircuit made by White Electronic Design Corp. (WHITE TECHNOLOGY). With a 250 Piece minimum requirement buy, the cost of this I.C. alone for the 100 assemblies is approximately \$185,000.00. White Design Corp., will not provide any input or output parameters or information on this part and there is none on the drawing furnished with the TDP. See Drawing NO. 12325175. Do you have any additional engineering information or data on this Microcircuit or any alternate part numbers that can be used in the Circuit for U1?

A. No alternate qualified sources are available at this time.

Q. 1. SCNs (Spec Change Notices) are invoked on the -1 (CLIN 0002) (SC12272152) and the -2 (CLIN 0001) (SC12272156) Specs.

a. On the -1 (CLIN 0002) spec there are 2 SCNs supplied with the document, whereby the changed sheets seem to fit correctly into the document, but the SCN front page (p.30 of document) lists 5 SCN's that apparently affect the spec. If this is so the remaining 3 were not supplied in the data package. (Ref. SCN-3, SCN-4, SCN-5) On the -2 (CLIN 0001) spec there are 4 SCN's listed on the SCN front page (p.28 of document). None of these were supplied in the data package.

2. On the 12325163 PWA, there appears to be an omission on the associated schematic (12325161). SC12272156 Table I, item 1.3 says to connect +10VDC to P1-A8, but this connection appears nowhere on the schematic (12325161). The +10V return and -10VDC pins both check out but no +10V pin is shown.

3. In the spec, SC12272152, there are the following discrepancies:

a. Table I, item 1.4 says to connect +6VDC to P1-D1 and P1-D2 is the return. This is inconsistent with the schematic (12325141), which indicates D2 is unused. Should D2 be connected to 24VDC return?

b. Para 4.2.1.10 starts with an initial voltage of 24V in step c, then step d says to "Increase the input voltage, item 1.1 on at 18.3 +/- .9Vdc".

To get from 24VDC to 18VDC takes a decrease rather than an increase. It would seem that the operator should be instructed by step c to reduce the 24V supply, (table I, item 1.1 voltage) to zero before proceeding to step d.

A. These issues will not affect bid price and can be addressed after award.

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

*** END OF NARRATIVE A 006 ***

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Extend the closing date to 15 Oct 2002, 16:30 Hrs. CDT.

2. All other terms and conditions remain the same.

*** END OF NARRATIVE A 007 ***

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Delete Clin 0001 for the Circuit Card Assembly, NSN: 5999-01-275-8092, P/N: 12325160 in its entirety from this Solicitation due to numerous drawing obsolescence issues.

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2. The closing date is extended to 31 Oct 2002, 16:30 Hrs. CDT.
3. All other terms and conditions remain the same.

*** END OF NARRATIVE A 008 ***

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Extend the closing date to November 21, 2002, 1630 Hrs. CDT.
2. Attachment 0001 for the Circuit Card Assembly is hereby deleted. Clin 0001 was deleted in its entirety by Amendment 0007 dated 2002 SEP 30.
3. Attachment 0002 for the Switching Unit is hereby replaced with the attached revised version. The revised version increases the guaranteed minimum quantity from 68 to 234. The weight ranges have also been revised for all ordering periods as indicated on the attached sheet.
3. The quantity for Clin 0002 is revised as indicated in Schedule B.
4. All other terms and conditions remain the same.

*** END OF NARRATIVE A 009 ***

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Add a note for part number 12325177 under the Engineering Exceptions portion of Section C that reads:

12325177 - This source control vendor item from Sensitron is acceptable in a two lead configuration provided it meets all other drawing requirements.
2. Discussions are still open. The Government intends to request final revised proposal revisions in the near future.
3. You must acknowledge receipt of this amendment by signing and returning page 1 by email to moniken@ria.army.mil no later than 2003 Oct 22.
4. All other terms and conditions remain the same.

*** END OF NARRATIVE A 010 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	BS6701, SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY WAS DELETED 15 APR 03 WITHOUT REPLACEMENT	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

-None-

(BA6701)

Name of Offeror or Contractor: BORISCH MANUFACTURING CORP

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-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 12325160 & 12325140 with revisions in effect as of 11/19/01 & 08/07/01 respectively (except as follows):

TDP 12325160 TDPL DATE 11/19/01

NSN 5999012758092 NOMENCLATURE CIRCUIT CARD ASSY

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

1. In drawing 12325164, sheet 1, note 1, change sub-note 1.2 to read:
Plastic sheet, E-glass woven, high temperature polyimide resin of natural color, 0.0060 or 0.0070 inches of thickness, copper cladding electrodeposited (IPC-4562), 3 oz/ft² on one side and 2 oz/ft² on the other side, surface class B per IPC-4101.
2. In drawing 12325164, sheet 1, note 1, change sub-note 1.3 to read:
Plastic sheet, E-glass woven, high temperature polyimide resin of natural color, 0.0060 or 0.0070 inches of thickness, copper cladding electrodeposited (IPC-4562), 3 oz/ft² on both sides, surface class B per IPC-4101.
3. In drawing 12325164, sheet 1, note 1, change sub-note 1.4 to read:
Plastic sheet, E-glass woven, high temperature polyimide resin of natural color, 0.0060 or 0.0070 inches of thickness, copper cladding electrodeposited (IPC-4562), 2 oz/ft² (single sided treated), surface class B per IPC-4101.
4. In drawing 12325164, sheet 1, note 1, sub-note 1.1 to read:
Plastic sheet, prepreg, E-glass woven, high temperature polyimide resin. Resin flow, Gel time and resin content as required to meet overall board thickness.
5. In drawing 12325166, sheet 1, note 1, change:
 - a) sub-note 1.1 to read: Plastic sheet, prepreg, E-glass woven, high temperature polyimide resin. Resin flow, gel time and resin content as required to meet overall board thickness.
 - b) sub-note 1.2 to read: Plastic sheet E-glass woven, high temperature polyimide resin of natural color, 0.0080 or 0.0100 or 0.0120 inches of thickness, copper cladding electrodeposited (IPC-4562), 2 oz/ft² on one side and 1 oz/ft² on the other side, surface class B per IPC-4101.
 - c) sub-note 1.3 to read: Plastic sheet E-glass woven, high temperature polyimide resin of natural color, 0.0080 or 0.0100 or 0.0120 inches of thickness, copper cladding electrodeposited (IPC-4562), 2 oz/ft² on both sides, surface class B per IPC-4101.
6. Drawing 12272076: Use NSN 5962-01-102-8218. Part is available from Defense Supply Center, Columbus Ohio.
7. Drawing 12325176: Part is available from Agilent Technologies Inc.
8. Drawings 12325163 and 12325165: Use MIL-R-39017 and MIL-39017/1 in place of MIL-39008 and MIL-39008/1 respectively.
9. ECP H2T2006 corrects vendor's information on the drawings.

SC12272555 Page 3 STANDARDS, Military, Delete MIL-STD-105, Replace With MIL-STD-1916.

SC12272555 Page 28 Paragraph 4.1.3 Quality conformance condition and controls. - Delete Paragraph, including the NOTES. Replace with - Quality

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conformance condition and controls. Quality coformance inspection shall be performed in accordance with the methods specified in 4.2, 4.3 and 4.4. For Acceptable Quality Levels (AQL), refer to MIL-STD-1916VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics.

SC12272555 Page 29 Paragraph 4.1.3.1.1 Sampling - Delete from

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Circuit Card Assy (Continued)

TDP 12325160 TDPL DATE 11/19/01

NSN 5999012758092 NOMENCLATURE CIRCUIT CARD ASSY

"MIL-STD-105 on the basis"... to the end of the paragraph. Replace with MIL-STD-1916VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics.

SC12272555 Page 29 Paragraph 4.1.3.1.1.1 AQL validation. - Delete Paragraph.

SC12272555 Page 29 Paragraph 4.1.3.1.2 Sampling failures. - Delete MIL-STD-105, Replace With MIL-STD-1916 VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics.

SC12272556 Page 2 S2.1 Government Documents - STANDARDS, Delete MIL-STD-105, Replace With MIL-STD-1916.

SC12272556 Page 15 Paragraph 4.1.3 Quality Conformance Condition and Controls. - Delete Paragraph, including the NOTES. Replace with - Quality conformance condition and controls. Quality coformance inspection shall be performed in accordance with the methods specified in 4.2, 4.3 and 4.4. For Acceptable Quality Levels (AQL), refer to MIL-STD-1916VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics.

SC12272556 Page 16 Paragraph 4.1.3.1.1 Sampling - Delete from "MIL-STD-105 on the basis"... to the end of the paragraph. Replace with MIL-STD-1916VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics.

SC12272556 Page 16 Paragraph 4.1.3.1.2 AQL Validation. - Delete Paragraph.

SC12272556 Page 16 Paragraph 4.1.3.1.2 Sampling failures. - Delete MIL-STD-105, Replace With MIL-STD-1916 VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics.

SD3589037 Paragraph 3.1.1.2 Solder Joints. - Delete Paragraph. Replace with "Best Commercial Soldering Practices."

SD3589037 Page 34 Soldering Illustrations. Use for reference only. Solder to best commercial Practices.

SD3589037 Paragraph 3.4.6.2 General Soldering Requirements. - Delete "MIL-S-46844 or MIL-S-45743, wichever is applicable." Replace with "Best Commercial Soldering Practices."

SD3589037 Paragraph 5.2. Use for reference only. Solder to best commercial Practices.

TDP 12325140 TDPL DATE 08/07/01

NSN 6110012172331 NOMENCLATURE SWITCHING UNIT

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACE WITH
SPI-12325140	MIL-P-116	MIL-STD-2073-1
MIL-P-13949/10 /13		MIL-PRF-55110
MIL-R-39008 39008/1		DSCC-DWG-99001

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(CS6100)

C-2 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION
TACOM RI

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs) and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the change to be made. Contractors may also submit RFDs, which define a temporary departure from the Technical Data Package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

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

(End of Clause)

(CS7110)

Name of Offeror or Contractor: BORISCH MANUFACTURING CORP

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

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	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
()	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS paragraph 7.3	ISO 9001:2000	13 DEC 2000	tailored by excluding
()	QUALITY SYSTEMS-MODEL FOR QA	ISO 9002	18 JUL 1994	

NOTE: THIS QUALITY STANDARD IS APPLICABLE TO BOTH PNs; 12325160 & 12325140.

(End of clause)

(EF6002)

E-4	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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CURRENT SUCCESSFUL PRODUCERS AND ANY PRODUCERS WHOM HAVE SUCCESSFULLY MANUFACTURED THIS ITEM FOR THE GOVERNMENT WITHIN THE LAST 365 ARE ELIGIBLE FOR A WAIVER OF FAT.

a. The first article shall consist of:

3 EA COMPLETED ASSEMBLIES IAW TDPL 12325160 AND TDPL 12325140 ALL TIER AND SUB TIER DRAWINGS AND SPECIFICATIONS. NOTE: THE TEST UNITS MAY BE REFURBISHED AS NECESSARY FOR DELIVERY AS PART OF THE PRODUCTION QUANTITY

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

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(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to ATTN: Mrs Nancy Monike, TACOM-ROCK ISLAND, AMSTA-LC-CAC-B, ROCK ISLAND, IL. 61299-7630. Phone (586)782-4900.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

E-5 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
 TACOM-RI

MAY/1994

a. Rework and Repair are defined as follows:

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

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

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

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

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

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

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reprocessing requirements.

(End of Clause)

(ES7012)

E-6 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE)
TACOM-RI

MAR/2001

THIS CLAUSE IS APPLICABLE TO PN: 12325140

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-7 52.246-4540 ES7016, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000, WAS
TACOM-RI DELETED 24 AUG 03 WITHOUT REPLACEMENT

APR/2001

THIS CLAUSE IS APPLICABLE TO PN: 12325140

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) NOT CERTIFIED

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(2)___CERTIFIED

(i)___DATE OF CERTIFICATION

(ii)___CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

Name of Offeror or Contractor: BORISCH MANUFACTURING CORP

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(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)

Name of Offeror or Contractor: BORISCH MANUFACTURING CORP

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 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(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 MonikeN@ria.army.mil. The data fax number for submission is (586)782-2698, ATTN: Mrs. Nancy Monike.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service: US ARMY TACOM-ROCK ISLAND
 AMSTA-LC-CAC-B
 ATTN: Nancy Monike
 ROCK ISLAND, IL. 61299-7630

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

- N/A-

(End of Clause)

(HS6510)

H-4	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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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)

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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

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	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
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	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-15	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-16	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE II	OCT/2001
I-19	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-20	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-28	52.225-8	IF0496 WAS DELETED 15 APR 03 AND REPLACED BY IA0745, DUTY-FREE ENTRY	FEB/2000
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	OCT/2003
I-30	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-31	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-32	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-33	52.229-5	IF0079, TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO WAS DELETED WITHOUT REPLACEMENT ON 31 MAR 03	APR/1984
I-34	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-35	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-36	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-42	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-43	52.232-25	PROMPT PAYMENT	OCT/2003
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-49	52.244-6	IF0352 WAS DELETED ON 31 MAR 03 AND REPLACED BY IF0356, SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-52	52.248-1	VALUE ENGINEERING	FEB/2000
I-53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-54	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-55	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-56	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-57	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-58	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-59	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-61	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-62	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-63	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-65	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-66	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-67	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-68	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-69	252.225-7009 DFARS	IA0736, DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) WAS DELETED 15 APR 03 WITHOUT REPLACEMENT	AUG/2000
I-70	252.225-7010 DFARS	IA0737, DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS WAS DELETED 15 APR 03, WITHOUT REPLACEMENT	AUG/2000
I-71	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-72	252.225-7026 DFARS	IA0752, REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES WAS DELETED 15 APR 03 WITHOUT REPLACEMENT	JUN/2000
I-73	252.225-7031 DFARS	IA0654 WAS DELETED 15 APR 03 AND REPLACED BY KA0502, SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-74	252.225-7037 DFARS	IA0656, DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS WAS DELETED 15 APR 03 WITHOUT REPLACEMENT	AUG/2000
I-75	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)	OCT/2003
I-76	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-77	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-78	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-79	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-80	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000

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I-81	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-82	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-83	252.246-7000 DFARS	IA0527 WAS DELETED ON 25 FEB 03 AND REPLACED BY IA0536, MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-84		*** THIS REFERENCE (IF6182) IS NO LONGER VALID ***	

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of

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less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

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(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

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(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Unfinalized Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under unfinalized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is finalized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for unfinalized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the unfinalized contract action as long as the contract action remains unfinalized. The amount of unliquidated progress payments for unfinalized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the unfinalized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(End of Clause)

(IF6182)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 31 December 2007.

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(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-86

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 30, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 200;

(2) Any order for a combination of items in excess of 400; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-87

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 DEC 2007.

(End of clause)

(IF6036)

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I-88 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-89 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 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

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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-90 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997
II

(a) The Contractor shall test 3 unit(s) of Lot/Item PN 12325160 and PN 12325140 as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 30 calendar days from the date of this contract to TACOM-ROCK ISLAND, ATTN: Mrs. Nancy Monike, AMSTA-LC-CAC-B, ROCK ISLAND, IL. 61299-7630 marked 'FIRST ARTICLE TEST REPORT: Contract No. DAAE20-01-R-0236, Lot/Item No. 12325160 & 12325140.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

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(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-94 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)

I-95 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

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(End of Clause)

(IF7220)

I-96 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)

I-97 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcms.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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

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

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

(End of Clause)

(IA7009)

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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	21-FEB-2002	002	
Exhibit B	CONTRACT DATA REQUIREMENTS LIST	20-AUG-2001	002	
Attachment 001	PRICING SHEET CLIN 0001 CKT CARD ASSY.		001	
Attachment 002	PRICING SHEET CLIN 0002 SWITCHING UNIT		001	
Attachment 003	DOCUMENT SUMMARRY LIST CKT CARD ASSY		001	
Attachment 004	DOCUMENT SUMMARRY LIST SWITCHING UNIT		001	
Attachment 005	"SMALL BUSINESS PARTICIPATION" EVALUATION DOCUMENT	03-MAY-2002	004	
Attachment 006	PAST PERFORMANCE INFORMATION QUESTIONAIRE	10-APR-2002	002	
Attachment 007	PRICING EVALUATION SHEET		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <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)