

<b>AWARD/CONTRACT</b>	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 21
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2. Contract (Proc. Inst. Ident) No. W52H09-04-D-0049	3. Effective Date 2004APR23	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R LORRAINE GEREN (309)782-1714 ROCK ISLAND IL 61299-7630	Code W52H09	6. Administered By (If Other Than Item 5) DCMA VAN NUYS 6230 VAN NUYS BLVD VAN NUYS CA 91401-2713	Code S0512A
e-mail address: GERENL@RIA.ARMY.MIL		SCD C PAS NONE	ADP PT HQ0339

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) INPUT/OUTPUT TECHNOLOGY, INC. 29000 HANCOCK PARKWAY VALENCIA, CA. 91355-3445  TYPE BUSINESS: Other Small Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Code 1EM54	Facility Code
To The Address Shown In: Item 12	

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code HQ0339
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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
KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2006DEC31				15G. Total Amount Of Contract  \$0.00	

16. Table Of Contents							
(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	17
X	B	Supplies or Services and Prices/Costs	7	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	21
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	14				
	G	Contract Administration Data			L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	15		M	Evaluation Factors for Award	

**Contracting Officer Will Complete Item 17 Or 18 As Applicable**

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed 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 type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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 JUDY BECHTLER-HOLZER BECHTLER-HOLZERJ@RIA.ARMY.MIL (309)782-8530
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004APR23

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 21</b>
	PIIN/SIIN W52H09-04-D-0049 MOD/AMD	

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

SECTION A - SUPPLEMENTAL INFORMATION

1. THIS AWARD IS AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT FOR THE CIRCUIT CARD ASSEMBLY, NSN: 5999-01-204-4175, AS IDENTIFIED IN SOLICITATION DAAE20-03-T-0461.
2. THE FOLLOWING CHANGES TO SOLICITATION DAAE20-03-T-0461 ARE INCORPORATED INTO THIS AWARD DOCUMENT:
  - A. ATTACHMENT 002, PAGES 1 AND 2 TITLED "ADDITIONAL CHANGES TO MIL-C-71042" IS REPLACED WITH ATTACHMENT 003 TITLED "ADDITIONAL CHANGES TO MIL-C-71042 - 2/18/04"
  - B. CLAUSE DS6416, PACKAGING REQUIREMENTS (COMMON/SELECTIVE GROUP) OCT/2003 IS REPLACED WITH CLAUSE DS6420, PACKAGING REQUIREMENT (COMMON/SELECTIVE GROUP) FEB/2004.
3. ALL OTHER TERMS AND CONDITIONS OF SOLICITATION DAAE20-03-T-0461 ARE HEREBY INCORPORATED INTO THIS AWARD DOCUMENT.

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

<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)

A-2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

U.S. Army TACOM-RI  
AMSTA-AQ-AR (OMBUDSMAN)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W52H09-04-D-0049

**MOD/AMD**

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

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

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

(End of clause)

AS7909

A-4            52.210-4516            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-5            52.211-4506            INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL            DEC/1997  
TACOM-RI            SPECIFICATIONS AND STANDARDS

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 4 of 21</b>
	PIIN/SIIN W52H09-04-D-0049 MOD/AMD	
<b>Name of Offeror or Contractor:</b> INPUT/OUTPUT TECHNOLOGY, INC.		

(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-6            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            FEB/2002  
TACOM-RI

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

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

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

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

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

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

(End of clause)

(AS7004)

A-7            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 21**

PIIN/SIIN W52H09-04-D-0049

MOD/AMD

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

4. THE QUANTITY OF 30 EACH CIRCUIT CARD ASSEMBLIES, NSN: 5999-01-204-4175, IS THE ONLY MINIMUM GUARANTEED QUANTITY TO BE AWARDED UNDER THIS SOLICITATION AND SPECIFICALLY REPRESENTS THE "MINIMUM GUARANTEED QUANTITY" AS DEFINED BY REFERENCED FAR AND DFAR CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. ALL OTHER ESTIMATED QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

5. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES WILL BE DUE AS OUTLINED IN THE SECTION B SCHEDULE. ANY RESULTING DELIVERY ORDER WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE PRICING PERIOD.

6. PRICES SHALL BE SUBMITTED ON F.O.B. DESTINATION BASIS. ALL SHIPMENTS WILL BE SENT TO:

SHIP TO: RED RIVER MUNITIONS CTR  
HIGHWAY 82 WEST CL V  
GATE 44 BLDG 184  
TEXARKANA TX 75507-5000

7. PROPOSALS MUST INCLUDE INFORMATION REQUESTED IN CLAUSE CS6500 (STATEMENT OF WORK - STABLE BASE MYLARS) OF THIS SOLICITATION.

8. THIS SOLICITATION IS ISSUED UNDER COMPETITIVE PROCEDURES, AS A 100 PERCENT SMALL BUSINESS SET-ASIDE.

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

1. THE PURPOSE OF THIS AMENDMENT IS TO INCORPORATE CHANGES TO MIL-C-71042 AND MIL-C-71042(AMEND 2) AS DETAILED IN ATTACHMENT 002.

2. THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS EXTENDED FROM 05 JAN 2004 TO 12 JAN 2004.

2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-04-D-0049 MOD/AMD

Name of Offeror or Contractor: INPUT/OUTPUT TECHNOLOGY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CIRCUIT CARD ASSEMBLY</p> <p><u>PRODUCTION QUANTITY</u>                      NSN: 5999-01-204-4175                      NOUN: CIRCUIT CARD ASSEMBLY                      FSCM: 19200                      PART NO.: 11784523</p> <p>ORDER PERIOD 1: AWARD DATE - 31 DEC 2004                      ORDER PERIOD 2: 01 JAN 2005 - 31 DEC 2005                      ORDER PERIOD 3: 01 JAN 2006 - 31 DEC 2006</p> <p>DELIVERY DUE 180 DAYS AFTER RECEIPT OF ORDER</p> <p>GUARANTEED MINIMUM QUANTITY: 30                      MAXIMUM TOTAL CONTRACT QUANTITY: 270</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (SRW390) SR W390 RED RIVER MUNITIONS CTR                      HIGHWAY 82 WEST CL V                      GATE 44 BLDG 184                      TEXARKANA TX 75507-5000</p> <p><u>INSPECTION AND ACCEPTANCE</u>                      INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: DESTINATION</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO ISSUE                      DELIVERY ORDERS UNDER THIS CONTRACT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0002	<p><u>DD FORM 1423</u></p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W52H09-04-D-0049 MOD/AMD

Name of Offeror or Contractor: INPUT/OUTPUT TECHNOLOGY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>CONTRACTOR WILL PREPARE AND DELIVER THE TECHNICAL DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES, AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), EXHIBIT B</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p>				

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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 11784523 with revisions in effect as of 08/07/03 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
11784523	MIL-R-39008/1	USE " RCR " TYPE/ OR MIL-PRF-39017/1 REPLACEMENTS FOR RESISTORS OF THE SAME RESISTANCE VALUE AND TOLERANCE AS SPECIFIED IN MIL-R-39008/1

(CS6100)

C-2	52.210-4513 ACALA	STATEMENT OF WORK - STABLE BASE MYLARS	FEB/1994
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Stable Base Mylars Master(s) are required as follows:

CLIN(s)	DRAWING NO(s)	PRON NO(s)	NSN(s)
0001	11784524	M131MJ46M1	5999-01-204-4175

THE OFFEROR REPRESENTS THAT:

  X   I CAN SUPPORT THE GERBER FILE FORMAT FOR THE STABLE BASE MYLARS MASTERS AT THE FOLLOWING E-MAIL ADDRESS: (FILL IN WITH APPROPRIATE E-MAIL ADDRESS)

dthad@pacbell.net

OR

           I CANNOT SUPPORT THE GERBER FILE FORMAT FOR THE STABLE BASE MYLARS MASTERS

IF THE SUCCESSFUL OFFEROR CANNOT SUPPORT THE GERBER FILE FORMAT, THE GOVERNMENT WILL BE ALLOWED 30 DAYS FROM DATE OF AWARD TO PROVIDE THE STABLE BASE MASTER DRAWINGS.

(End of Clause)

(CS6500)

C-3	52.211-4505 TACOM RI	AVAILABLE TECHNICAL DATA PACKAGE (TDP)	APR/2000
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a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: [http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)). Contractors who are interested in bidding, offering, or quoting on the item(s)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 10 of 21</b>
	PIIN/SIIN W52H09-04-D-0049 MOD/AMD	

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

C-4            52.248-4502            CONFIGURATION MANAGEMENT DOCUMENTATION            JUL/2001  
TACOM RI

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 included NORs completely defining the change to be made. Contractors may also submit RFD, 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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W52H09-04-D-0049

MOD/AMD

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
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D-1	52.211-4502 PACKAGING REQUIREMENTS (COMMON/SELECTIVE GROUP)	FEB/2004
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A. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, including Notice 1 dated 10 May 02.

Preservation: MILITARY  
Level of Packing: B  
Quantity per Unit Package: 001

B. MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

Preservation Method Code.....-GX-	(Table J.I. and J.IA.)
Cleaning Procedure Code.....-1-	(Table J.II)
Preservative Material Code.....-00-	(Table J.III)
Wrapping Material Code.....-XX-	(Table J.IV)
Cushioning and Dunnage Code.....-XX-	(Table J.V)
Thickness of Cushioning or Dunnage Code.....-X-	(Table J.VI)
Unit Container Code.....-ZZ-	(Table J.VII)
Intermediate Container Code.....-10-	(Table J.VII)
Quantity per Intermediate Container Code.....-AAA-	(Appendix J.4.11)
Packing Code.....-Q-	(Table J.IX and J.IXA)
Special Marking Code.....-39-	(Table J.X)

C. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D. Marking: In addition to any special markings called out above;

D.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

D.2. Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard in paragraph 5.3.

D.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

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

E. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 12 of 21</b>
	PIIN/SIIN W52H09-04-D-0049	MOD/AMD

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

F. These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD/RFW clause of the contract. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractor's expense.

G. Hazardous Materials:

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

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

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

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

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

H. SUPPLEMENTAL INSTRUCTIONS: ZZ = PLACE BAGGED CIRCUIT CARD INTO A SUPPLEMENTARY UNIT CONTAINER, CODE NS.

(End of clause)

(DS6420)

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	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 reprocessing requirements.

(End of Clause)

(ES7012)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52H09-04-D-0049 <b>MOD/AMD</b>	<b>Page 14 of 21</b>
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**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
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:** INPUT/OUTPUT TECHNOLOGY, INC.

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 - ALTERNATE III	MAY/2002
H-2	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 GERENL@RIA.ARMY.MIL. The data fax number for submission is (309)782-6992, ATTN: LORRAINE GEREN.

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

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

(End of Clause)

(HS6510)

H-3	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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 16 of 21****PIIN/SIIN** W52H09-04-D-0049**MOD/AMD****Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

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

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

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

(End of Clause)

(HS7600)

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

Page 17 of 21

PIIN/SIIN W52H09-04-D-0049

MOD/AMD

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

## SECTION I - CONTRACT CLAUSES

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

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-3	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-4	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-5	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-6	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-7	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-8	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-9	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-10	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-11	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-12	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
I-13	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-14	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-15	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	APR/2003
I-16	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-17	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-18	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-19	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-20	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-21	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-22	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	APR/2004

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 18 of 21</b>
	PIIN/SIIN W52H09-04-D-0049	MOD/AMD

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

I-23            52.216-18            ORDERING            OCT/1995

(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 2006 .

(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-24            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 15, 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 90;

(2) Any order for a combination of items in excess of 90; or

(3) A series of orders from the same ordering office within 30 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 5 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-25            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 December 2007 .

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 19 of 21</b>
	PIIN/SIIN W52H09-04-D-0049 MOD/AMD	
<b>Name of Offeror or Contractor:</b> INPUT/OUTPUT TECHNOLOGY, INC.		

(End of clause)

(IF6036)

I-26            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-27            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-28            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.dcma.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)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 20 of 21**

**PIIN/SIIN** W52H09-04-D-0049

**MOD/AMD**

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

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

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

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

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

\_\_\_\_\_

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

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

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

(End of Clause)

(IA7009)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 21 of 21**

PIIN/SIIN W52H09-04-D-0049

MOD/AMD

**Name of Offeror or Contractor:** INPUT/OUTPUT TECHNOLOGY, INC.

## 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	PRICING EVALUATION SPREADSHEET			
Exhibit B	CONTRACT DATA REQUIREMENTS LIST			
Attachment 001	DOCUMENT SUMMARY LIST			
Attachment 002	CHANGES TO MIL-C-71042 AND MIL-C-71042 (AMD 2)	16-DEC-2003	005	
Attachment 003	ADDITIONAL CHANGES TO MIL-C-71042 - 2/18/04	18-FEB-2004	002	

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)