



19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative

32c. Date

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-Mail of Authorized Government Representative

33. Ship Number

34. Voucher Number

35. Amount Verified Correct For

36. Payment

37. Check Number

Partial  Final

Complete  Partial  Final

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I Certify This Account Is Correct And Proper For Payment

42a. Received By (Print)

41b. Signature And Title Of Certifying Officer

41c. Date

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-04-C-0642

MOD/AMD

**Name of Offeror or Contractor:** ROCKWELL COLLINS, INC.

**SUPPLEMENTAL INFORMATION**

	Regulatory Cite	Title	Date
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

THE 14 DIGIT REQUISITION NUMBER(S) MUST BE USED ON THE EXTERIOR PACK IN LIEU OF A NATIONAL STOCK NUMBER (NSN) AS REQUIRED BY MIL-STD-129P.

BEST COMMERCIAL EXPORT PACKAGING.

ITEMS SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PACKAGING AS DEFINED IN ASTM-3951-98.

BAR CODING NOT REQUIRED.

EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMS.

ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.

THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICE AND/OR YOUR AREA DCMA. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUYER IN BLOCK 6.

- PLEASE MAIL ADDITIONAL COPY OF DD250 TO:  
 US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND  
 ACQUISITION CENTER  
 ATTN: AMSTA-AQ-AHRD/SNAP MS#101  
 WARREN, MI 48397-5000

PLEASE FAX ADDITIONAL COPY OF DD250 TO:  
 FAX MACHINE PHONE: (586) 574-8047

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-04-C-0642

MOD/AMD

**Name of Offeror or Contractor:** ROCKWELL COLLINS, INC.

CONTRACTOR MUST CONTACT DCMA PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.  
DCMA STANDS FOR DEFENSE CONTRACT MANAGEMENT AGENCY.

YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING INFORMATION FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 7 OF YOUR CONTRACT. YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACTING OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTING YOUR ORDER.

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

The General Agreement on Commercial Contracting Procedures between Rockwell Collins, Inc. and the DCM Rockwell Cedar Rapids dated 27 April 2001 shall be incorporated into this contract by attachment 01.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0642 MOD/AMD

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Name of Offeror or Contractor: ROCKWELL COLLINS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 0000-00-000-0000 FSCM: 00000 PART NR: 822-1657-001 SECURITY CLASS: Unclassified																						
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>4</p> <p>NOUN: TALON RADIO RECVR/TRANS                      PRON: J547H970EH PRON AMD: 01 ACRN: AA                      AMS CD: BCK002                      CUSTOMER ORDER NO: J54BCK02EHTW                      FMS CASE IDENTIFIER: TW-B-BCK</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      ASTM-3951-98/STANDARD COMMERCIAL PACKAGING                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>BTWB544117G055</td> <td>BA4BCK</td> <td>L</td> <td>BTWB00</td> <td>3</td> </tr> </tbody> </table> <p>PROJ CD BRK BLK PT                      BTW004</p> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>4</td> <td>31-MAR-2005</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (BTW004) NEXUS INTERNATIONAL EXPRESS INC                      3301A TREMBLEY POINT ROAD STE 5                      LINDEN NJ 07036-3564</p> <p>MARK FOR: AVIATION PARTS SUP DEPOT CA                      TAINAN, TW ROC</p> <p>0002</p> <p>NSN: 0000-00-000-0000                      FSCM: 00000                      PART NR: 622-8149-003</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BTWB544117G055	BA4BCK	L	BTWB00	3	DEL REL CD	QUANTITY	DEL DATE	001	4	31-MAR-2005	4	EA	\$ 39,405.00000	\$ 157,620.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
001	BTWB544117G055	BA4BCK	L	BTWB00	3																		
DEL REL CD	QUANTITY	DEL DATE																					
001	4	31-MAR-2005																					

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0642 MOD/AMD

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Name of Offeror or Contractor: ROCKWELL COLLINS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																													
0002AA	<p>SECURITY CLASS: Unclassified</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: RECEIVER, TRANSMITTER                      PRON: J547H969EH PRON AMD: 01 ACRN: AA                      AMS CD: BCK002                      CUSTOMER ORDER NO: J54BCK02EHTW                      FMS CASE IDENTIFIER: TW-B-BCK</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      ASTM-3951-98/STANDARD COMMERCIAL PACKAGING                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>BTWB544117G053</td> <td>BA4BCK</td> <td>L</td> <td>BTWB00</td> <td>3</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>PROJ CD</th> <th>BRK</th> <th>BLK</th> <th>PT</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>BTW004</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>3</td> <td>29-OCT-2004</td> </tr> <tr> <td>002</td> <td>1</td> <td>29-NOV-2004</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (BTW004) NEXUS INTERNATIONAL EXPRESS INC                      3301A TREMBLEY POINT ROAD STE 5                      LINDEN NJ 07036-3564</p> <p>MARK FOR: AVIATION PARTS SUP DEPOT CA                      TAINAN, TW ROC</p> <p>NSN: 0000-00-000-0000                      FSCM: 00000                      PART NR: 622-6376-005                      SECURITY CLASS: Unclassified</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BTWB544117G053	BA4BCK	L	BTWB00	3	PROJ CD	BRK	BLK	PT				BTW004	DEL REL CD	QUANTITY	DEL DATE	001	3	29-OCT-2004	002	1	29-NOV-2004	4	EA	\$ 35,915.00000	\$ 143,660.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																													
001	BTWB544117G053	BA4BCK	L	BTWB00	3																													
PROJ CD	BRK	BLK	PT																															
			BTW004																															
DEL REL CD	QUANTITY	DEL DATE																																
001	3	29-OCT-2004																																
002	1	29-NOV-2004																																
0003AA	<p><u>PRODUCTION QUANTITY</u></p>	4	EA	\$ 21,525.00000	\$ 86,100.00																													

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0642 MOD/AMD

Name of Offeror or Contractor: ROCKWELL COLLINS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
	<p>NOUN: RECEIVER, RADIO            PRON: J547H971EH PRON AMD: 01 ACRN: AA            AMS CD: BCK002            CUSTOMER ORDER NO: J54BCK02EHTW            FMS CASE IDENTIFIER: TW-B-BCK</p> <p><u>Packaging and Marking</u>            PACKAGING/PACKING/SPECIFICATIONS:            ASTM-3951-98/STANDARD COMMERCIAL PACKAGING            LEVEL PRESERVATION: Commercial            LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>BTWB544117G056</td> <td>BA4BCK</td> <td>L</td> <td>BTWB00</td> <td>3</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>PROJ CD</th> <th>BRK BLK PT</th> </tr> </thead> <tbody> <tr> <td></td> <td>BTW004</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>4</td> <td>29-OCT-2004</td> </tr> </tbody> </table> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BTWB544117G056	BA4BCK	L	BTWB00	3	PROJ CD	BRK BLK PT		BTW004	DEL REL CD	QUANTITY	DEL DATE	001	4	29-OCT-2004				
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	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>            (BTW004) NEXUS INTERNATIONAL EXPRESS INC            3301A TREMBLEY POINT ROAD STE 5            LINDEN NJ 07036-3564</p> <p>MARK FOR: AVIATION PARTS SUP DEPOT CA            TAINAN, TW ROC</p>																										

**CONTINUATION SHEET**

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MOD/AMD

Name of Offeror or Contractor: ROCKWELL COLLINS, INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	J547H970EH	AA	2		9711 X8242TWO1X6D1000BCK 002252GTWS20113	4C8JCG	W56HZV \$	157,620.00
	BCK002							
	J54BCK02EHTW							
0002AA	J547H969EH	AA	2		9711 X8242TWO1X6D1000BCK 002252GTWS20113	4C8JCG	W56HZV \$	143,660.00
	BCK002							
	J54BCK02EHTW							
0003AA	J547H971EH	AA	2		9711 X8242TWO1X6D1000BCK 002252GTWS20113	4C8JCG	W56HZV \$	86,100.00
	BCK002							
	J54BCK02EHTW							
							TOTAL	\$ 387,380.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242TWO1X6D1000BCK 002252GTWS20113	W56HZV \$	387,380.00
			TOTAL	\$ 387,380.00

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-04-C-0642

MOD/AMD

**Name of Offeror or Contractor:** ROCKWELL COLLINS, INC.

**CONTRACT CLAUSES**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
4	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
5	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
6	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
7	52.247-29	F.O.B. ORIGIN	JUN/1988
8	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
9	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
10	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
11	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
12	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
13	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
14	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2004

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- \_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - \_\_\_ (ii) Alternate I to 52.219-5.
  - \_\_\_ (iii) Alternate II to 52.219-5.
- \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C.644)
  - \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
  - \_\_\_ (iii) Alternate II of 52.219-6.
- \_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
  - \_\_\_ (ii) Alternate I of 52.219-9.
  - \_\_\_ (iii) Alternate II of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_\_ (ii) Alternate I of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside
- X (14) 52.222-3, Convict Labor (E.O. 11755).
- X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126)
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (17) 52.222-26, Equal Opportunity (E.O. 11246)

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MOD/AMD

**Name of Offeror or Contractor:** ROCKWELL COLLINS, INC.

- \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_\_\_ (21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  
 \_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (22) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- \_\_\_ (23) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).  
 \_\_\_ (ii) Alternate I of (Jan 2004) 52.225-3.  
 \_\_\_ (iii) Alternate II of (Jan 2004) 52.225-3.
- \_\_\_ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Dept. of the Treasury).
- \_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_\_\_ (33) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_ (34) (i) 52.247-64, Preference for Privately Owned U.S.--Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).  
 \_\_\_ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (E.O. 11246);

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- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

15            252.212-7001            **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS**            JUN/2004

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(     ) 52.203-3            Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (15 U.S.C. 637 note).
- X  252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.  
( Alternate I) (10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- X  252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- X  252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) ( Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).
- X  252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

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252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)  
 ( \_\_\_ Alternate I)  
 ( \_\_\_ Alternate II)  
 ( \_\_\_ Alternate III) (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

16 52.204-7 CENTRAL CONTRACTOR REGISTRATION

OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

17 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Workflow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

18 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)

Rock Island: <http://aa.is.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>

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Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadproconet.army.mil

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
(2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

19 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN FEB/1995
(TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: ROCKWELL COLLINS
400 Collins Rd., NE
Cedar Rapids, IA 52498

Subcontractor's Plant: (Name and Address)

[End of Clause]

20 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

21            52.246-4040            INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION            APR/2000  
(TACOM)

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

22            52.247-4005            SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT            AUG/2003  
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bills of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

23            52.247-4016            HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS            JUL/2002  
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY 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.

[End of Clause]

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**LIST OF ATTACHMENTS**

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	GENERAL AGREEMENT CONTRACTING PROCEDURES		007	

**GENERAL AGREEMENT ON COMMERCIAL  
CONTRACTING PROCEDURES  
BETWEEN  
ROCKWELL COLLINS, INC.  
AND THE  
DCM ROCKWELL CEDAR RAPIDS**

**THIS AGREEMENT** is entered into as of the 27th day of April, 2001, by Rockwell Collins, Inc., having its principal place of business at 400 Collins Road N.E., Cedar Rapids, Iowa 52498 (hereinafter called "Seller"), and the Defense Contract Management Agency, DCM Rockwell Cedar Rapids, having a place of business at 1231 Park Place NE, Cedar Rapids, IA 52402.

**WITNESSETH:**

**WHEREAS**, Seller is a manufacturer of certain systems and products, consisting of avionics and communications equipment (including software furnished for use therein), spare parts, and services; and **WHEREAS**, the U. S. Government desires to purchase certain of Seller's products and services, for use by the U.S. Government Department of Defense; and **WHEREAS**, Seller and the U. S. Government desire to enter into a General Agreement on Commercial Contracting Procedures to be applicable to the purchase of such products and services:

**NOW THEREFORE**, it is agreed as follows:

1. New commercial item orders under \$5 million will cite this "General Agreement for Commercial Contracting Practices." This agreement will be used for acquisition of commercial items supported by the SSA for Commerciality Determinations.
2. The required use of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, is recognized.
3. Rockwell Collins will propose a standard tailoring addendum (see Attachment) to tailor selected paragraphs of that clause. The standard addendum sets forth the Rockwell Collins customary terms and conditions prevalent in the commercial markets in which Rockwell Collins operates.

**NOTE:** It is recognized that the PCO is still required to, (a) perform necessary market research, (b) make a determination of legal sufficiency, and (c) determine the appropriateness of the specific terms and conditions as relate to the individual procurement.

4. The addendum has been reviewed by DCMA. DCM Rockwell Cedar Rapids will, upon inquiry and following validation of the document, attest that the tailored terms and conditions are, in fact, the customary terms and conditions used by Rockwell Collins in the commercial marketplace. Rockwell Collins will advise the government buyer that DCM Rockwell Cedar Rapids is prepared to advise the Government buyer as to whether the tailored paragraphs represent "customary commercial practice" as referenced at FAR 12.302(c).

5. Any eventual tailoring actually performed is subject to negotiation. Either party may request tailoring to the General Agreement based on the circumstances applicable to the individual procurement. Such agreed upon tailoring will be included in individual orders.

6. If the Government submits the order without citing the General Agreement, Rockwell Collins will acknowledge receipt; hold the order, and request negotiation of the appropriate terms and conditions.

**EFFECTIVE TERM:** This Agreement shall remain in force and effect through the period of the Test Program for Certain Commercial Items as set forth in FAR 13.5. However, it may be terminated earlier by either party delivering ninety (90) days written notice of termination to the other; it being understood, however, that termination of this Agreement shall not operate to terminate any rights which may have accrued to either party under any orders which may have prior thereto been entered into in accordance with this Agreement.

**NOTICES AND REQUESTS:** All notices and requests in connection with this Agreement shall be given in English and in writing and may be given by airmail, telegram, cable, telex, teletype or any other customary means of communication addressed as follows:

✓ **BUYER:** Defense Contract Management Agency  
DCM Rockwell Cedar Rapids  
1231 Park Place NE  
Cedar Rapids, IA 52402  
Attn: K. R. Ladage, Divisional ACO  
Telephone: (319) 378-2024  
Facsimile: (319) 378-2087

✓ **SELLER:** Rockwell Collins, Inc.  
400 Collins Road NE  
Cedar Rapids, IA 52498  
M/S 124-314  
Telephone: (319) 295-3107  
Facsimile: (319) 295-6966  
Attention: J. F. Steggall

or to such other address as the party to receive the notice or request shall designate by notice to the other. The effective date of any notice or request given in connection with this Agreement shall be the date on which the addressee receives it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate (each shall be deemed an original) as of the day and the year first above written.

(BUYER)

DCM Rockwell Cedar Rapids

BY

*Kenneth R. Ladage*

TYPE NAME: KENNETH R. LADAGE

TITLE

Divisional Administrative Contracting Officer

(SELLER)

ROCKWELL COLLINS, INC.

BY

*C. F. Wertz*

TYPE NAME: C. F. WERTZ

TITLE

Director, Contracts

## ADDENDUM

### 1. INTRODUCTION

- a) The Clinger – Cohen Act of 1996 established authority for the use of simplified acquisition procedures for the acquisition of commercial items up to a contract value of \$5 million (reference FAR 13.5, Test Programs for Certain Commercial Items). This is a test program authorized by Congress, and is in effect through January 1, 2002. The threshold value represents an increase in authority from the Simplified Acquisition Threshold (SAT) of \$100,000. The purpose of the test is to use the streamlining features of both Part 12 and Part 13 to maximize efficiency and economy and minimize administrative costs.
- b) The General Agreement on Commercial Contracting Procedures established between Rockwell Collins and DCM Rockwell Cedar Rapids is hereby proposed. This Agreement invokes FAR 13.5 and ensures the application of Simplified Acquisition Procedures to all purchases of commercial items not exceeding \$5,000,000, including options, for the products and services set forth herein. The advantages of using FAR Part 13 simplified acquisition procedures are generally considered to include the following:
- Standing price quotations may be used
  - A combined synopsis/solicitation may be used
  - Oral solicitations may be used
  - Informal source selection procedures may be used, emphasizing best value
  - Use of the Government wide commercial purchase card is permitted
- c) In accordance with FAR 12.302, tailoring of selected paragraphs of FAR clause 52.212-4 is proposed. We attest that the tailoring proposed represents customary commercial practices employed by Rockwell Collins, Inc. in commercial business transactions.
- d) By Agreement, DCM Rockwell Cedar Rapids is prepared to advise the Government buyer as to whether proposed tailoring represents "customary commercial practice" in accordance with the Rockwell General Conditions of Sales, and as referenced at FAR 12.302(c).

### 2. TAILORING TO CUSTOMARY TERMS AND CONDITIONS

#### a. FAR 52.212-4(e) Definitions

In addition to the definitions at FAR 52.202-1 as referenced in FAR 52.212-4(e), the following additional definitions shall apply to the terms employed herein, unless such other meaning shall be clearly indicated by the context:

- a) The term "Seller" shall mean Rockwell Collins, Inc.
- b) The term "Buyer" shall mean U.S. Government – DoD agencies.
- c) The term "Order" shall mean any Contract or Purchase Order or any other document issued by Buyer to Seller for performance under this Agreement or for delivery of any products or services set forth herein.
- d) The term "Factory" shall mean any factory, plant, or facility operated by Seller.
- e) The term "Product(s)" shall mean any systems, equipment (including software furnished for use therewith) spare parts and services set forth herein.
- f) The terms "General Agreement," or "Agreement" shall mean the Rockwell Collins General Agreement on Commercial Contracting Procedures dated \_\_\_\_\_.
- g) The term "Day" (or "days") or any reference to days shall mean calendar days if not clearly otherwise stated.

**b. FAR 52.212-4(h) Patent Indemnity**

The paragraph at FAR 52.212-4(h) is removed in its entirety and replaced with the following:

**PATENT AND COPYRIGHT INDEMNIFICATION**

The Seller acknowledges its responsibility under FAR 27.202-1 to notify the Buyer of all claims of infringement that come to Seller's attention in connection with performing a Government contract.

In the event of a suit or suits against Buyer for infringement of any United States patent or copyright covering, or alleged to cover, the Product described herein in the form sold by Seller, Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) the opportunity to participate in the defense thereof, at its own expense and through its own counsel, and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Product so purchased. If in any such suit so defended the Product is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a noninfringing Product, or modify said Product so as to be noninfringing, or, if the foregoing options are not reasonably available, take back the infringing Product and refund the purchase price less a reasonable allowance for use, damage or obsolescence.

**c. FAR 52.212-4(k) Taxes**

The paragraph at FAR 52.212-4(h) is removed in its entirety and replaced with the following:

**TAXES**

Taxes shall be in accordance with FAR 52.229-3, Federal, State and Local Taxes. The applicability of this clause is extended to all contracts, including those below the Simplified Acquisition Threshold.

**d. FAR 52.212-4(m) Termination for Cause**

The paragraph at FAR 52.212-4(m) is removed in its entirety and replaced with the following:

**TERMINATION FOR CAUSE**

Should seller fail to materially perform this contract for reasons other than those set forth in the Excusable Delay clause and fail to commence action to remedy such failure within thirty (30) days after receipt of written notice from Buyer, or within such longer period as may be mutually agreed upon, Buyer shall have the right to terminate this Agreement in accordance with FAR 52.212-4(m).

**e. FAR 52.212-4(o) Warranty**

The paragraph at FAR 52.212-4(o) is removed in its entirety and replaced with the following:

**WARRANTY**

The equipment sold hereunder and its associated software delivered hereunder is subject to the following warranties:

a) Seller agrees to repair or replace at its discretion, without charge, any such equipment, which is defective as to design, workmanship or material, and which is returned to Seller at its Factory, transportation prepaid, provided:

(i) Notice of the claimed defect is given Seller within one (1) year from date of delivery and equipment is returned in accordance with Seller's instructions.

(ii) Such equipment shall not be deemed to be defective, if, due to exposure to any condition in excess of those published in the Product specification, it shall fail to operate in a normal manner.

(iii) Seller's obligations with respect to such equipment are conditioned upon the proper installation and operation of such equipment by Buyer (or Buyer's representative designated in writing) in accordance with Seller's written directions.

(iv) The warranty stated in this Paragraph 6(a) shall be void if such equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. The degree to which the Government Buyer is authorized to act as an authorized service center on behalf of the Seller, in order to perform field-level maintenance and repair for the item, shall be determined at the time of contract award.

b) Seller warrants that any software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the functions(s) set forth in the applicable specification (or absent a specification, as described in the applicable Service Bulletin). Seller will, at its option, without charge, revise or replace such nonconforming software provided:

(i) Notice of the claimed defect is given Seller within one (1) year from the date of delivery or one hundred eighty (180) days from the date of first installation, whichever comes first, and the software is returned in accordance with Seller's instructions.

(ii) Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any condition in excess of those published in the applicable specification(s).

(iii) Seller's obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with Seller's written instructions.

(iv) The warranty stated herein shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than Seller or Seller's authorized service center.

NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO PRODUCTS PROVIDED HEREUNDER AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

#### **f. FAR 52.212-4(p) Limitation of Liability**

The paragraph at FAR 52.212-4(p) is removed in its entirety and replaced with the following:

##### **DISCLAIMER AND LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, EQUIPMENT OR ASSOCIATED SOFTWARE DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, EQUIPMENT, SOFTWARE OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT REQUIRED OF SELLER HEREUNDER.

#### **g. FAR 52.212-4(s) Order of Precedence**

The paragraph at FAR 52.212-4(s) is removed in its entirety and replaced with the following:

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- a) The General Agreement on Commercial Contracting Procedures.
- b) Continuing, the order of precedence established by FAR 52.212-4(s)

The terms of this Agreement may not, however, take precedence over any other tailored provisions without the Buyer's affirmative decision to accept such terms:

The parties may, for their respective convenience, use standardized forms and other documents that may contain terms in addition to or at variance with the terms of a particular contract. It is expressly understood and agreed that such forms may be used but shall not add to or vary the terms of this Addendum.

### **3. ADDITIONAL PROPOSED TERMS AND CONDITIONS**

#### **a. Request for Contract Financing**

Orders over \$500,000 and lead-time of six months or greater will include commercial interim financing payments in accordance with Attachment A.

#### **b. Deliveries and Shipment**

Delivery will be made F.O.B. origin the place or location of Seller's Factory from which Seller elects to make shipment, according to the delivery schedule specified. Partial shipments and early deliveries are acceptable.

#### **c. Acceptance Documentation**

Form DD-250 or SF-1449 will be used as the acceptance document when inspection and acceptance is at origin.

#### **d. Software License for Equipment Specific Software**

Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, is copyrighted and shall remain the sole and exclusive property of Seller. Seller grants the Buyer a perpetual, worldwide, non-exclusive license to use the software only in or with the equipment. The Buyer shall not copy, modify, or disassemble the software, or permit others to do so. Buyer shall not transfer the license granted hereby or possession of the software except as part of or with the equipment, such transfer being subject to the restrictions contained herein. Seller may terminate this license upon written notice for violation of any of the terms of the foregoing license.

#### **e. No-Waiver**

No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.

#### **f. Contract Terms and Conditions Required to Implement Statutes or Executive Orders**

The clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders shall be applicable, provided Buyer and Seller have executed an addendum citing which of the clauses referenced in (b) and (c) are applicable to the individual order.

## Attachment A

**Terms for Commercial Item Financing**

- (1) **Commercial interim payments.** Commercial interim payments shall be made in accordance with FAR 52.232-29, Terms for Financing of Purchases of Commercial items.
- (2) **Computation of amounts.** Interim payment financing shall be paid to the Contractor when requested for each separately priced unit of supply pursuant to this clause.
  - (a) **Number of interim payments per contract line item.** Each separately priced unit of each contract line item is authorized a fixed number of monthly interim payments. The number of interim payments authorized for each unit of a contract line item is equal to the number of months from the date of contract award to the date one month before the first delivery of the first separately priced unit of the contract line item. For example, if the first scheduled delivery of any separately priced unit of a contract line item is 9 months after award of the contract, all separately priced units of that contract line item are authorized 8 interim payments.
  - (b) **Amount of each interim payment.** The amount of each interim payment for each separately priced unit of each contract line item is equal to 80 percent of the unit price divided by the number of installment payments authorized for that unit.
  - (c) **Date of each interim payment.** Interim payments for any particular separately priced unit of a contract line item begin the number of months prior to the delivery of that unit that are equal to the number of interim payments authorized for that unit. For example, if 8 interim payments were authorized for each separately priced unit of a contract line item, the first interim payment for any particular unit of that contract line item would be 8 months before the scheduled delivery date for that unit. The last interim payment would be 1 month before scheduled delivery of a unit.
  - (d) **Whole contract basis.** Notwithstanding that the computation of interim payments is grounded in contract line item deliverables and prices, the computation is considered to be on a whole contract basis for the purpose of administering the terms of this clause.
- (3) **Security.** The Offeror's financial condition is deemed to be adequate security for these financing payments, however the Contracting Officer may request additional security as provided in FAR 52.232-29.
- (4) **Accounting for Payments.** Billings will be made on the first day of the calendar month. Liquidation will be on a whole contract basis at the rate of 80 percent.
- (5) **Modifications.** Contract modifications for additional quantities will require a modified billing schedule, or separate schedule, as mutually agreed upon.