

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 24
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0681	3. Effective Date 2004OCT21	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-AQ-ABGA JANET JOUDAS (586)574-7273 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: JOUDASJ@TACOM.ARMY.MIL	Code	W56HZV	6. Administered By (If Other Than Item 5) DCMA BOSTON 495 SUMMER STREET BOSTON, MA 02210-2138	Code	S2206A
			SCD C PAS NONE ADP PT HQ0337		

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) TRITON SYSTEMS INC 200 TURNPIKE ROAD CHELMSFORD, MA. 01824-4053 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)	
To The Address Shown In: Item 12	
Code OVLJ1	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	Code	HQ0337
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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 ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Research and Development Contracts					
15G. Total Amount Of Contract					\$372,385.00

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	16
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	5	J	List of Attachments		
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9	K	Representations, Certifications, and Other Statements of Offerors		
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X	G	Contract Administration Data	11	M	Evaluation Factors for Award		
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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 DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed 2004OCT21
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0681 MOD/AMD

Name of Offeror or Contractor: TRITON SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work"</p> <p>Est. Cost: \$669,693.00 Fixed Fee: \$ 56,589.00 Total Cost: \$726,282.00</p> <p>(End of narrative B001)</p>													
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY05 PHII SBIR TRITON SYSTEMS PRON: R342C543R3 PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>SEE SECTION F</td> </tr> </table> <p>\$ 372,385.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	SEE SECTION F				\$ 372,385.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	SEE SECTION F												
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **									

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-04-C-0681 **MOD/AMD**

Name of Offeror or Contractor: TRITON SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Name of Offeror or Contractor: TRITON SYSTEMS INC

B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is set forth in Section B. In consideration of performance of the work specified under the contract the Government will pay the Contractor the Estimated Cost shown under CLIN 0001. This amount shall constitute the estimated cost for the purpose of the Contract Clause entitled LIMITATION OF FUNDS (Apr 1984), FAR 52.232-23, but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The contractor will be paid the fixed fee stated in Section B under CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause entitled ALLOWABLE COST AND PAYMENT (Mar 2000), FAR 52.216-7.

B.2 Payment

The contractor may submit public vouchers every two weeks for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.3 Funding

B.3.1 The Government shall provide funds under this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2 Funding Schedule

<u>Performance Period</u>	<u>Amount</u>
Award	\$372,385.00
FY05	\$353,897.00

B.4 Funds Allotted. The amount of funds currently allotted to this contract is \$372,385.00.

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Name of Offeror or Contractor: TRITON SYSTEMS INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Summary and Purpose

The purpose of this effort is for the contractor to use the Metal-Ceramic Matrix Composite (MCMC) armor technology gained in Phase I and the Phase I Option SBIR to develop an armor system for the doors of the M1025 High Mobility Multipurpose Wheeled Vehicle (HMMWV) that meets the current tactical protection requirements and has a maximum areal density of 10 pounds per square foot (psf) compared to the current Rolled Homogeneous Armor (RHA) armor doors which have an areal density of 16 while providing multi-hit performance equivalent to the latest NATO standard as defined in C.3 below.

C.2 Scope of Work

C.2.1 The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described below.

C.3 Performance Requirements

C.3.1 Requirements Definition and Design

C.3.1.1 The contractor shall develop an armored door design for the HMMWV. This design should provide armor protection to the 4 doors of the vehicle. The contractor shall develop a new door design with interchangeable armor packages as further described below.

C.3.1.2 The armor systems for the doors shall have the following key aspects:

Must meet current ballistic requirements as defined in the Operational Requirements Document (ORD) for Tactical Wheeled Vehicle Protection Kit and must survive the ballistic threat associated with the 7.62x39 ball, 7.62x54 LPS.30 FSP, and .50 FSP

Required multi-hit performance shall be governed by the new NATO STANAG 4569 Annex C. This standard will be provided by the Government at the time of award

Must interface with non-modified portions of the vehicle without interference.

Minimize added weight to the vehicle. The armor system shall possess an aerial density of no more than 10 psf as compared to the current RHA doors supplied in the Armor Survivability Kit (ASK) which have an areal density of 16 psf.

Ability to be rapidly installed and removed based on mission, within 1 hr is desired and within 4 hours is required.

C.3.2 Task 1: Attachment Design

C.3.2.1 The contractor shall develop a non-mechanical attachment method for the armor system that allows the door panels to be integrated into the vehicle. Minimal alteration to the vehicle structure and appearance is desired such that the armored vehicle shall have an almost indistinguishable appearance from an unarmored vehicle. The current door hinges must be utilized unless it can be demonstrated that this is not feasible.

C.3.2.2 The contractor shall provide the armor system and attachment method designs to the COR in the Final Scientific & Technical Report as proof of the concept.

C.3.3 Task 2: Process Development

C.3.3.1 The contractor shall optimize and scale-up the manufacturing process to produce full-scale, MCMC armored vehicle doors.

C.3.3.2 The contractor shall optimize the manufacturing process to allow low-cost fabrication of the MCMC armor panels.

C.3.3.3 The contractor shall conduct materials characterization of the full-scale MCMC panels to ensure that their properties match those of the smaller panels fabricated during process development. The materials characterization shall include an examination of the microstructure, as well as determination of the density (ASTM B 311), Young's Modulus (ASTM D 2845), and hardness (ASTM C 1327). The contractor shall provide these material properties to the COR in the Final Scientific & Technical Report.

C.3.3.4 The contractor shall perform basic MCMC structural and attachment tests including mechanically fastened, brazed, and/or welded joints as will be incorporated into the armored door design. The integrity of these joints should be evaluated in tension, compression, bending, and shear.

C.3.3.5 The contractor shall provide the details of the optimized manufacturing process to the COR in the Final Scientific & Technical Report.

C.3.4 Task 3: Initial Ballistic Testing

C.3.4.1 The contractor shall validate ballistic performance of the full-scale armor panels using both single-shot and multi-hit tests in accordance with para. C.3.1.2. Validation testing shall be conducted at a certified ballistic test lab such as H.P White or Oak Ridge National Lab (ORNL). The contractor shall give the COTR two weeks notice on the date & time of the testing so the COTR may witness it

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if he is able.

C.3.4.2 The contractor shall optimize the armor design to meet the ballistic requirements defined in para. C.3.1.2 by performing initial ballistic testing of MCMC panels of at least 10"x 10". A maximum of 10 optimization cycles shall be conducted. The optimization cycles shall be comprised of a combination of V50 and multi-hit experiments.

C.3.4.2.1 MCMC panels of at least 100 mm x 100 mm of the thickness determined by the optimization process shall be produced. Each sample shall be shot once with the 7.62x54 LPS projectile (or equivalent, as determined by the certified ballistic test laboratory). There shall be at least six identical samples representing each design. Each sample shall be mounted in an open steel frame fully supported around the entire perimeter. A V50 ballistic limit will be calculated based on the results of the 6 or more tests.

C.3.4.2.2 A set of MCMC panels at least 250 mm x 250 mm of the thickness determined by the optimization process shall be produced for the multi-hit tests. The panels shall be shot multiple times as required in NATO STANAG 4569 Annex C to determine the effect of shot spacing on ballistic performance for the armor system. Furthermore, the samples shall be tested with the spacing requirement representative of levels 1-3 in the new NATO STANAG 4569 Annex C. The Annex requires the armor to withstand the impact of four penetrators with no complete penetrations. No shots may be closer than 25mm to an edge, with the second shot being 25mm (+20mm -0mm tolerance) from the first shot. The third shot is 100mm (+20mm -0mm tolerance) perpendicular from the first two shots, and the fourth shot is 25 mm (+20mm -0mm tolerance) from the third shot.

C.3.4.3 The contractor shall provide the results of the ballistic testing and optimization of the armor design to the COR in the Final Scientific & Technical Report.

C.3.5 Task 4: Production of Armor Kits

C.3.5.1 The contractor shall produce at least 2 full-scale prototype armor door kits with at least one containing transparent armor suitable for the threats designated in C.3.1.2 for the HMMWV.

C.3.5.2 The two kits shall be used as follows:

1. One for ballistic and structural testing to be performed by the contractor
2. One provided to TACOM/TARDEC for demonstration/testing.

C.3.5.3 The contractor shall demonstrate the production of an armor panel to the COR at the time the components in para. C.3.5.2 are manufactured.

C.3.6 Task 5: Structural and ballistic testing of full-scale armor kits

C.3.6.1 The contractor will perform structural testing on the prototype MCMC armor door kit produced in C.3.5.1. This testing should determine hinge and latch strength, racking load, twisting load, and panel bending.

C.3.6.2 Upon completion of the structural testing in C.3.5.1, the contractor shall conduct ballistic testing of at least one armor kit to generate a V50, as well as subject the kit to a multi-hit attack in accordance with NATO STANAG 4569, Annex C, and generate an estimate of V10 performance, the velocity at which there is a 10% probability of complete penetration.

C.3.6.3 The contractor shall provide the results of the ballistic and structural testing to the COR in the Final Technical Report.

C.3.7 Task 6: Installation of the Armor System

C.3.7.1 The contractor shall demonstrate the installation of the armored door (produced in C.3.5.2) in a government furnished HMMWV at TACOM. The COR should be present at the time of installation. The primary activities to be conducted during this task are:

Verify the fit of the armor packages.

Make qualitative assessment of structural integrity of attachment scheme.

C.3.7.2 The contractor shall use the information gained from the installation to optimize the fit of the components and reduce the installation labor as well as assess the ease of assembly/disassembly, strength/durability, and appearance. The results of this assessment shall be provided to the COR in the Final Technical Report.

C.3.8 Task Time Frames and Deliverables

C.3.8.1 The contractor shall ensure that all deliverable software is Windows 2000 and higher compatible, and shall have a graphical user interface. The contractor shall use Pro Engineer 2001 or a compatible format for all CAD and CAE functions.

C.4 Deliverables

C.4.1 The contractor shall submit a Contractor's Progress, Status, and Management Report, on a quarterly basis, in accordance with the

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Name of Offeror or Contractor: TRITON SYSTEMS INC

Contract Data Requirements List A001, Attachment A and corresponding Data Item Description (DID) DI-ADMIN-80227. The first report shall be due 90 days after contract award, with subsequent reports due every 90 days thereafter.

C.4.2 In accordance with CDRL A002 and corresponding Data Item Description (DID) DI-MISC-80711(A) (T), the Contractor shall deliver one (1) draft "Scientific and Technical Report," twenty-two (22) months after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within thirty (30) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within thirty (30) days after receipt of draft comments.

C.4.3 The contractor shall provide one (1) armor kit to TACOM/TARDEC in accordance with paragraph C.3.5.2 twenty-four (24) months after contract award.

C.5 Meetings

C.5.1 The contractor shall plan and attend a start of work meeting at TACOM within three (3) weeks after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR), the Contract Specialist and the Administrative Contracting Officer (ACO). The COR, Contract Specialist and the ACO shall be given at least fourteen (14) days' advance notice of the time, date and location of the start of work meeting.

C.5.2 The contractor shall plan and attend a review meeting at TACOM twelve (12) months after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR), Contract Specialist and the Administrative Contracting Officer (ACO). The COR, Contract Specialist and the ACO shall be given at least fourteen (14) days' advance notice of the time, date and location of the review meeting.

C.5.3 The contractor shall plan and attend a final review meeting at TACOM twenty-four (24) months after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR), Contract Specialist and the Administrative Contracting Officer (ACO). The COR, Contract Specialist and the ACO shall be given at least fourteen (14) days' advance notice of the time, date and location of the final review meeting.

C.5.4 The contractor shall contact the COR and the Contract Specialist via e-mail at filarc@tacom.army.mil and joudasj@tacom.army.mil respectively. The ACO shall also be contacted via e-mail, with the e-mail address to be provided by the government.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing:

The Contractor shall package and pack all items deliverable under this Contract in accordance with standard commercial practice to assure arrival at destination without damage or loss.

D.2 Software Marking:

The Contractor shall mark all software delivered under this Contract with the software title, TACOM Contract number, the name and address of the prime Contractor, and the name and address of the Sub-Contractor (if any) which generated the software. The marking shall be in the format below for the prime Contractor or Subcontractor generated software as applicable.

- Software Title:
- TACOM Contractor Number:
- Prime Contractor's Name:
- Prime Contractor's Address:
- Sub-Contractor's Name: (if applicable)
- Sub-Contractor's Address: (if applicable)

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor: TRITON SYSTEMS INC

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001
E-2	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

E.1 Inspection and Acceptance

The Contracting Officer's Representative (COR) is responsible for the inspecting and accepting (or rejection) of all deliverables submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

*** END OF NARRATIVE E 001 ***

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Name of Offeror or Contractor: TRITON SYSTEMS INC

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 Technical Data/Software

F.1.1 The Contractor shall deliver/submit all data/software in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423.

F.2 Period of Performance

The Contract's period of performance shall be from twenty-four (24) months after date of contract award, including submission of the final technical report.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: TRITON SYSTEMS INC

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ LINE AMS CD/ OBLG	JOB ORDER	ACCOUNTING	OBLIGATED
<u>ITEM</u> <u>MIPR</u> <u>ACRN</u> <u>STAT</u> <u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA R342C543R3 AA 2 21 42040000046N6N7EP665502255Y S20113 665502M4055	42C543	W56HZV \$	372,385.00
TOTAL			\$ 372,385.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
Army	AA	21 42040000046N6N7EP665502255Y S20113	W56HZV	\$ 372,385.00
TOTAL				\$ 372,385.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2 52.242-4016	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Charles Filar
e-mail: FilarC@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Michael Delloiacono
e-mail: Mike.Delloiacono@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-4	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf

[End of clause]

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G-5 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

* * G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS: * *

- G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.
- G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.
- G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G Contract Administration Data. The first digit of the JON represents the fiscal year.

* * G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS: * *
DFAS will make payments as billed by the contractor.

*** END OF NARRATIVE G 001 ***

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Name of Offeror or Contractor: TRITON SYSTEMS INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-5	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-8	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-9	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-10	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
H-11	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-15	252.246-7001	WARRANTY OF DATA	DEC/1991
H-16	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
		(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-	
		(1) The offer exceeds \$10 million in value; and	
		(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-	
		(i) Exceeds \$500,000 in value; and	
		(ii) Could be performed inside the United States or Canada.	
		(b) Information to be reported includes that for-	
		(1) Subcontracts;	
		(2) Purchases; and	
		(3) Intracompany transfers when transfers originate in a foreign location.	
		(c) The offeror shall submit the report using-	
		(1) DD Form 2139, Report of Contract Performance Outside the United States; or	
		(2) A computer-generated report that contains all information required by DD Form 2139.	
		(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.	
		(End of provision)	
H-17	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990
		The Contractor shall furnish the Contracting Officer the following:	
		(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.	
		(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.	
		(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.	
		(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.	
		(End of clause)	
H-18	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/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/	

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(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/awd.htm>
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.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/dpap/ebiz/VANs.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. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

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

[End of Clause]

H-19 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-20 52.246-4026 LOCAL ADDRESSES 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.

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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.

(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://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-8	FIXED FEE	MAR/1997
I-24	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-37	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-39	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-42	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-43	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-44	52.232-17	INTEREST	JUN/1996
I-45	52.232-22	LIMITATION OF FUNDS	APR/1984
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	OCT/2003
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-51	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-53	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-56	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996

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I-58	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-61	52.249-14	EXCUSABLE DELAYS	APR/1984
I-62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-66	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
I-67	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-69	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-71	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-72	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-73	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-74	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-75	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-76	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-77	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-78	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-79	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-80	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-81	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-82	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000

I-83 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-84 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

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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).

(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 Governments 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

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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 Contractors 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)

I-85

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-86

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

JUL/2004

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

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer 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 (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (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 flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this

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contract.

[End of Clause]

I-87 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 (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-88 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(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."

[End of Clause]

I-89 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS APR/2003
Hand or measuring tools delivered under this contract shall be produced in the United States or its possessions.

(End of clause)

I-90 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

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

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture,

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fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

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- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that

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exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-91 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-92 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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