

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 41				
2. Contract No. W56HZV-04-D-0328		3. Award/Effective Date 2004SEP28		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date		
7. For Solicitation Information Call:		A. Name RICHARD MORENCY			B. Telephone Number (No Collect Calls) (586)573-2204		8. Offer Due Date/Local Time			
9. Issued By TACOM WARREN AMSTA-AQ-ATBD WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: MORENCYR@TACOM.ARMY.MIL			Code W56HZV	10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336212 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA4		12. Discount Terms		
15. Deliver To SEE SCHEDULE			Code	16. Administered By DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451				Code S1403A		
17. Contractor/Offeror SYSTEMS & ELECTRONICS INC. 201 EVANS LANE M/S 4500 ST. LOUIS, MO. 63121-1126 Telephone No. (314)553-4917			Code 98255	Facility	18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381				Code HQ0339	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer			<input type="checkbox"/> 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							
19. Item No.	20. Schedule Of Supplies/Services SEE SCHEDULE Contract Expiration Date: 2008SEP30 (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity	22. Unit	23. Unit Price		24. Amount	
25. Accounting And Appropriation Data							26. Total Award Amount (For Govt. Use Only) \$0.00			
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda					<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda					<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. W56HZV04R1144 Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE					
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)					
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) GREGORY M. DIXON /SIGNED/ DIXONG@TACOM.ARMY.MIL (586)574-6873			31c. Date Signed		

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 <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> 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 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD	Page 2 of 41
Name of Offeror or Contractor: SYSTEMS & ELECTRONICS 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

(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]

2 52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

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

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PIIN/SIIN W56HZV-04-D-0328

MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ACCEPTANCE APPENDIX

1. Contract Number W56HZV-04-D-0328 is awarded to Systems & Electronics, Inc. The Government accepts SEI's proposal dated 23 SEP 2004 in response to solicitation number W56HZV-04-R-1144.

2. The firm-fixed unit price of \$180,384.00 for a quantity of 67 each on Subclin 0001AA for M1000 Trailer RESET is incorporated into the contract.

3. Subclin 0001AB for Missing Parts, Unrebuildable, or Destroyed Items is established at a firm-fixed price of \$10,300.00. The operation of this is described in paragraph 1.E. of the Scope of Work. Administration of it is delegated to the Administrative Contracting Officer.

4. The price for Subclin 0001AC for the Incorporation Of The Gusset ECP is set at a firm fixed price of \$3,508.00 each. Recognizing that not all trailers will require the gusset, the Subclin will be funded for 85% of the trailers on a Delivery Order.

5. The not to exceed prices (NTE) per unit shown below for Subclins 0002AA, 0003AA, 0004AA, 0005AA, 0002AC, 0003AC, 0004AC and 0005AC are incorporated into the contract and are subject to downward adjustment only. The contractor and the Government will begin negotiations on Firm Fixed Prices for these Subclins within 15 days of contract award.

0002AA	0003AA	0004AA	0005AA
NTE	NTE	NTE	NTE
\$270,972.00	\$284,729.00	\$297,601.00	\$311,310.00

0002AB	0003AB	0004AB	0005AB
NTE	NTE	NTE	NTE
\$15,000.00	\$20,000.00	\$25,000.00	\$30,000.00

0002AC	0003AC	0004AC	0005AC
NTE	NTE	NTE	NTE
\$3,669.00	\$3,839.00	\$3,975.00	\$4,132.00

6. Precontract costs are allowable per FAR 31.205-32.

7. The contractor's Subcontracting Plan, is incorporated into the Contract by reference.

8. The contractor's warranty, in accordance with the Scope of Work, is accepted by the Government. The warranty is as follows:

M1000 Rebuild Program Warranty Statement

Definitions:

- Acceptance: Government Representative's signature on the DD form 1149 for the end item.
- Supplies: All parts and accessories furnished under the contract for the purpose of rebuilding the GFE M1000 Trailers.
- Defect: Any material and/or workmanship condition or characteristic in the rebuilt M1000 Trailer that is not in compliance with the requirements of the contract.

Warranty

- Upon acceptance of the end item, the contractor will warrant the supplies are free from defects in material and workmanship for a period of 13 months from the date on the DD Form 1149. The 13 month warranty shall automatically begin if the vehicle stays shipped in place at our facility for more than three (3) months.
- Any supplies corrected or replaced under this warranty will carry the same period as originally delivered.

Notification

The Government will notify the contractor in writing, following Government discovery of a defect in supplies. This will be the official notification of a warranty claim. Notification will include vehicle serial number, part number of the defective part, and circumstances surrounding the defect.

Remedies-Government Correction

Upon Notification, the contractor will provide the replacement parts for the defective supplies,

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

without cost. The new supplies will be delivered to a Government repair facility.

Contractor Rights and Remedies

- a. The contractor has the right to inspect any defective supplies, wherever supplies, wherever located, within 30 days of warranty claim notification. In addition, the contractor can evaluate the cause of the problem and verify the existence of the defect. The Government may dispose of the defective supplies if notification is not received within the 30 day period.
- b. If the contractor believes that a previously accepted warranty claim action is invalid, a notification will be provided in writing with the details of the case. If the Government does not agree the Contractor's decision, this warranty claim will be considered a dispute and processed through the "Disputes" clause of the contract.

General Warranty Matters

- a. The rights and remedies provided to the Government in this clause are in addition to, but not limited to, any rights afforded the government by any other clause in the contract.
- b. This warranty does not apply to any damage or failure resulting from misuse or abuse of the vehicle. This includes combat damage, fair wear and tear items (brake, shoes, hub, etc.) or by the Government failure to perform proper maintenance or service on the end item.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICE AND PRICES/COSTS</p> <p>FOR THIS SOLICITATION/CONTRACT THE LINE ITEM (CLIN) NUMBERING SYSTEM IS AS FOLLOWS:</p> <p>THE MINIMUM 5 YEAR QUANTITY THAT CAN BE ORDERED FOR THIS CONTRACT IS 62 UNITS.</p> <p>THE MAXIMUM 5 YEAR QUANTITY THAT CAN BE ORDERED FOR THIS CONTRACT IS 1063 UNITS. THE YEARLY ESTIMATES MAY BE EXCEEDED BUT THE QUANTITY OF 1063 MAY NOT BE EXCEEDED FOR THE CONTRACT.</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED</p> <p>THE FIRST ORDERING YEAR FOR THIS CONTRACT STARTS WITH THE DATE OF THE CONTRACT AWARD AND CONTINUES THROUGH 30 SEP 2004.</p> <p>THE SECOND ORDERING YEAR FOR THIS CONTRACT STARTS 01 OCT 2004 AND CONTINUES THROUGH 30 SEP 2005.</p> <p>THE THIRD ORDERING YEAR FOR THIS CONTRACT STARTS 01 OCT 2005 AND CONTINUES THROUGH 30 SEP 2006.</p> <p>THE FOURTH ORDERING YEAR FOR THIS CONTRACT STARTS 01 OCT 2006 AND CONTINUES THROUGH 30 SEP 2007.</p> <p>THE FIFTH ORDERING YEAR FOR THIS CONTRACT STARTS WITH THE DAY AFTER THE FOURTH ORDERING PERIOD AND 01 OCT 2007 AND CONTINUES THROUGH 30 SEP 2008.</p> <p>*****</p> <p>THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING PERIOD NOR THE UNIT PRICE. ORDERS MAY BE PLACED BY THE GOVERNMENT AT ANY TIME DURING THE ORDERING PERIODS.</p> <p>*****</p> <p>(End of narrative A001)</p> <p>SECURITY CLASS: Unclassified</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p><u>SERVICE LINE ITEM: FIRST ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>The estimated first year quantity is 175 each IAW Paragraph I.A-I.D. through I.F.-I in SOW.</p> <p>(End of narrative B001)</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	67	EA	\$180,384.00	_____
0001AB	<p><u>SERVICES LINE ITEM-FIRST ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>Noun: Missing Parts, Unrebuildable, or Destroyed Items</p> <p>See paragraph I. E. in Scope of Work.</p> <p>(End of narrative B001)</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	1	LO	\$10,300.00	_____
0001AC	<p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: INCORPORATION OF GUSSET ECP</p>		EA		

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p>See section I.C. in Scope of Work.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	57		\$3,508.00	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECURITY CLASS: Unclassified				
0002AA	<p><u>SERVICE LINE ITEM: SECOND ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>The Not-To-Exceed (NTE) price of CLIN 0002AA is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>RESET IAW Paragraph I.A-I.D. through I.F.-I in SOW.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	EST 222	EA	NTE \$270,972.00	_____
0002AB	<p><u>SERVICE LINE ITEM: SECOND ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>Noun: Missing Parts, Unrebuildable, or Destroyed Items</p> <p>See paragraph I. E. in Scope of Work.</p> <p>(End of narrative B001)</p> <p>The Not-To-Exceed (NTE) price for CLIN 0002AB is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO	NTE \$15,000.00	_____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	<p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: INCORPORATION OF GUSSET ECP</p> <p>The Not-To-Exceed (NTE) price for CLIN 0002AC is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>See section I.C. in Scope of Work.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN.</p> <p>(End of narrative F001)</p>	TBD	EA	NTE \$3,669.00	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECURITY CLASS: Unclassified				
0003AA	<p><u>SERVICE LINE ITEM: THIRD ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>The Not-To-Exceed (NTE) price for CLIN 0003AA is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>RESET IAW Paragraph I.A-I.D. through I.F.-I in SOW.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	EST 222	EA	NTE \$284,729.00	_____
0003AB	<p><u>SERVICES LINE ITEM-THIRD ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>Noun: Missing Parts, Unrebuildable, or destroyed items See paragraph I.E. in the Scope of Work.</p> <p>(End of narrative B001)</p> <p>The Not-To-Exceed (NTE) price for CLIN 0003AB is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO	NTE \$20,000.00	_____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	<p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: INCORPORATION OF GUSSET ECP</p> <p>The Not-To-Exceed (NTE) price for CLIN 0003AC is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>See section I.C. in Scope of Work.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	TBD	EA	NTE \$3,839.00	_____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECURITY CLASS: Unclassified				
0004AA	<p><u>SERVICE LINE ITEM: FOURTH ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>The Not-To-Exceed (NTE) price for CLIN 0004AA is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>RESET IAW Paragraph I.A-I.D. through I.F.-I in SOW.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	EST 222	EA	NTE \$297,601.00	_____
0004AB	<p><u>SERVICE LINE ITEM: FOURTH ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>Noun: Missing Parts, Unrebuildable, or destroyed. See Paragraph I.E. in the scope of work.</p> <p>(End of narrative B001)</p> <p>The Not-To-Exceed (NTE) price for CLIN 0004AB is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO	NTE \$25,000.00	_____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NOUN: INCORPORATION OF GUSSET ECP</p> <p>The Not-To-Exceed (NTE) price for CLIN 0004AC is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>See section I.C. in Scope of Work.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	TBD	EA	NTE \$3,975.00	_____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>SERVICE LINE ITEM: FIFTH YEAR ORDERING</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>The Not-To-Exceed (NTE) price for CLIN 0005AA is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>RESET IAW Paragraph I.A-I.D. through I.F.-I in SOW.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN.</p> <p>(End of narrative F001)</p>	EST 222	EA	NTE \$311,310.00	_____
0005AB	<p><u>SERVICE LINE ITEM-FIFTH ORDERING YEAR</u></p> <p>NOUN: M1000 TRAILER RESET</p> <p>Noun: Missing Parts, Unrebuildable or destroyed items See Paragraph I.E. of Scope of Work.</p> <p>(End of narrative B001)</p> <p>The Not-To-Exceed (NTE) price for CLIN 0005AB is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO	NTE \$30,000.00	_____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	<p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p> <p><u>FIFTH ORDERING YEAR</u></p> <p>NOUN: INCORPORATION OF GUSSET ECP</p> <p>The Not-To-Exceed (NTE) price for CLIN 0005AC is subject to a downward only adjustment. The contractor must provide a proposal to negotiate a Firm-Fixed Price for this CLIN no later than 15 days after contract award.</p> <p>(End of narrative B001)</p> <p>See section I.C. in Scope of Work.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: ORIGIN.</p> <p>(End of narrative F001)</p>	TBD	EA	NTE \$4,132.00	_____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0328 MOD/AMD

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>DATA ITEM CLIN</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Receiving and Inspection Report IAW paragraph I.D. and I.E. of SOW.</p> <p>(End of narrative C001)</p> <p>Inspection and Acceptance: ORIGIN.</p> <p>(End of narrative E001)</p>		LO	\$ ** NSP **	\$ ** NSP **
A002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Weekly Status Report IAW Paragraph I.D. of SOW.</p> <p>(End of narrative C001)</p> <p>Inspection and Acceptance: Destination.</p> <p>(End of narrative E001)</p>		LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

RESET

M1000 HEAVY EQUIPMENT TRANSPORTER SEMITRAILER
NSN 2330-01-303-8832I. General.

This scope of work covers the RESET of the M1000 HET Semitrailer (HETS).

A. Contractor Performance. The contractor shall RESET the M1000 HETS as specified in this scope of work (SOW). Except as outlined in this SOW, the performance of the M1000s shall satisfy the Detail Performance Description (ATPD 2130D, dated December 2000) set forth in Attachment 001 to this contract. Each M1000 shall be RESET in accordance with (IAW) the timeframes identified in Attachment 003 (Induction/ Production Schedule). Each M1000 shall be shipped to the designated using unit upon receipt of shipping instructions.

B. Configuration Management. The Contractor shall implement positive configuration control methods and procedures that maintain the integrity and history of the vehicle. Items that have not been approved for use on the M1000 shall not be installed on the M1000 as part of RESET. An updated data plate shall be installed on all M1000s RESET IAW this SOW. The data plate shall be installed in place of the existing identification plate and shall contain, at a minimum, RESET BY: (contractor name and location), Vehicle Serial Number: (as stamped on the longbeam pivot tube and identification plate), End Item NSN: 2330-01-303-8832, RESET Contract Number: (available after award), and Delivery Date. The contractor shall insert the appropriate information in place of that identified in parentheses above.

C. Vehicle Configuration. M1000s shall be RESET to the same configuration as received, plus 100% incorporation of ECPs J100E0130A1, J100E0141VECP, J100E0151, J100E0162, J100E0190, X100E0236R2, X100E0241A1, X100E0244, and X100E0200A1, if they were not already incorporated during production. Incorporation of Gusset ECP X100E0200A1 shall not be included in the base price for RESET of each M1000; incorporation of Gusset ECP X100E0200A1 shall be priced and invoiced separately against the CLIN established for this Gusset ECP. Any component of an M1000 that is identified as a mandatory replacement item, or damaged beyond repair, shall be replaced with the latest configuration of that item, not the original production configuration of that item.

D. Vehicle Receipt/Issue. Upon receipt of the M1000s by the Contractor, the M1000s shall be identified by serial number and be thoroughly inspected together by the contractor and a local DCMA Quality Assurance Representative (QAR). All missing, damaged, destroyed, or non-standard components shall be noted and recorded. The Contractor shall then store the M1000s in a secure location until scheduled for RESET. A detailed Receiving and Inspection report, in the Contractors format, verified and signed by the local QAR performing the inspection, shall remain on file with the Contractor and be made available for a period of three years. If the contractor determines that an M1000 is not capable of being RESET, the Contractor shall obtain Government PCO concurrence before disposal. The Contractor shall provide the TACOM RESET POC a weekly report detailing status of assets received, in production, and shipped. This report shall be in contractor format, but shall contain, at a minimum, the following information: Point of origin, Serial #, receipt date, induction date, color received, color after RESET, date complete, date DD 250 signed, sell date, CLIN, date shipped, ship to location, and comments. Detailed shipping instructions will be issued by the TACOM RESET POC upon receipt of signed DD250s. The TACOM reset POC is Casey Pardo, PardoC@TACOM.army.mil or (586) 574-5334.

E. Missing Parts, Un-rebuildable, or Destroyed Items. An inspection, as set forth in paragraph I.D. above, shall be conducted jointly by the contractor and the Government within 20 working days of receipt of M1000s to identify missing, un-rebuildable, or destroyed items on each trailer. Items identified as missing, un-rebuildable, or destroyed by this inspection shall be deemed not available for rebuild and will require replacement with a new component. Any item that is not identified as unavailable for rebuild in the initial inspection process and later, in the teardown/rebuild or repair process, is identified as a non-standard part (e.g., non-M1000 part on an M1000), an un-rebuildable part (i.e., the outside looks fine, but the inside is completely destroyed) or a destroyed part, is to be considered as unavailable for rebuild and shall be replaced/invoiced under the terms of this provision. Mandatory replacement items shall not be invoiced as missing, un-rebuildable, or destroyed items. The contractor shall provide a form for notification of an unavailable part (i.e., nonconforming, un-rebuildable, or destroyed part) found during teardown/rebuild, obtain QAR validation and signature, and include it as an addendum to the initial inspection record, which shall be submitted with the contractors proposal and invoice for payment. For any other parts which are determined to be missing after initial inspection, replacement is the contractors responsibility and is not invoiceable. The replacement of any item unavailable for rebuild will be invoiced against the CLIN or Sub-CLIN established for missing/unrebuildable/destroyed items. The invoice for missing/un-rebuildable/destroyed parts shall be submitted at the time that the M1000s are delivered. The price at which the contractor can invoice shall be no greater than 68% of the new replacement part price. The new replacement part price will be developed using the current material cost plus 14%. The PCO may delegate administration of this provision to the ACO.

F. Quality: See Attachment 002.

G. Surplus/Excess. Components/Material removed that are no longer usable shall be declared as scrap and title shall transfer to the Contractor to be disposed of utilizing the Contractors standard scrap disposition procedures.

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

II. Vehicle RESET Requirements. This scope of work covers the RESET of the M1000. The Contractor shall bring each M1000 up to a condition of near zero miles/zero hours.

A. Frame Assembly (including gooseneck and platform). The frame assembly shall be cleaned and stripped of all paint and corrosion. All components shall be removed to the extent necessary to allow cleaning and stripping (i.e., abrasive blasting) of the platform and gooseneck. All hardware and plated items shall be removed or masked to prevent damage to them. The Contractor shall repair or replace all worn or damaged brackets and mounts. The Contractor shall repair or rebuild cracked or otherwise damaged crossmembers and any other damaged frame assembly components. The presence of cracks in the paint on M1000 trailers shall alert the contractor to potential cracks in the underlying metal. Each M1000 trailer shall receive a 100% pre-abrasive blast and a 100% after-abrasive blast bare metal weld and base metal inspection. Cracks shall be removed and the cavity replaced using ER80-SD2 per AWS A5.28 filler metal IAW approved M1000 repair procedures. Non-destructive inspection shall be used as a referee in the event complete defect removal cannot be determined and/or as verification of suspect visual inspection observations.

B. Axles. The Contractor shall disassemble all axles, including the differential sub-assemblies and rebuild to OEM specifications. All parts shall be rebuilt or replaced as necessary.

C. Stowage boxes. The contractor shall rebuild or replace the stowage boxes IAW best commercial practice. All unnecessary holes shall be plugged, patched, or re-drilled to standard.

D. Hydraulic Pump. The contractor shall rebuild or replace the hydraulic pumps IAW best commercial practice.

E. Fuel Tanks, Air Tanks, and Reservoirs. The Contractor shall rebuild or replace the fuel tanks, air tanks, and reservoirs IAW best commercial practices. M1000 outrigger air reservoirs shall be checked for leaks at 90-100 psi and reworked IAW best commercial practices.

F. Wheels and Tires. The Contractor shall repair or replace wheels IAW best commercial practices. The Contractor shall replace all tires with new tires.

G. Batteries. The Contractor shall replace all batteries and battery cables. The Contractor shall rebuild or replace the battery box and associated components IAW best commercial practices.

H. Davit. The Contractor shall repair or replace the davit and associated components IAW best commercial practices.

I. Lights. All bulbs and unserviceable LEDs shall be replaced IAW latest production configuration.

J. Suspension Components. The Contractor shall rebuild or replace the suspension components IAW best commercial practices.

K. Brake Components. The Contractor shall rebuild or replace brake components IAW best commercial practices. If any components are worn or damaged, all components of the applicable rebuild kit shall be installed IAW OEM specification. The parking brake valves, brake chambers, brake drums, and brake shoes shall be replaced with new components.

L. Air Cleaner. The Contractor shall repair or replace the air cleaner IAW best commercial practices. The filter element shall be replaced.

M. Paint, Corrosion and Rust Removal. Paint, corrosion, and rust removal shall be to the degree that allows for the removal of all corrosion and rust and allows for proper inspection, surface preparation, and repainting.

N. Stencil and Final Paint.

1) All M1000s shall be painted in accordance with the government-provided paint color schedule. This paint color schedule will be provided upon receipt of M1000 carcasses. Painting shall be IAW the SEI SOP 502. In lieu of wash primer on steel or galvanized surfaces, any commercial product meeting the performance requirements contained in paragraph 3.5.8 of TT-C-490E is acceptable. Henkel Bonderite 7400 is an acceptable substitute, if properly applied. Alodine 5200/5700 can be used for aluminum surfaces. Regardless of the number of layers of topcoat, the total dry film thickness (from substrate to outer layer) shall not exceed 13 mils. The Contractor shall apply non-slip deck covering compound on areas upon which operating personnel are required to work, IAW SEI SOP 502 and the TM.

2) The contractor shall apply a stencil to the curbside of the gooseneck, above the gooseneck pivot pin in a clearly visible location. The letters should be approximately one inch in height, but no less than 1/2 inch in height, in lusterless green 383 on black, or lusterless black on green 383, depending on camouflage pattern and specific location. The stencil will require two lines and will read as follows:

5 YEAR SERVICE DUE:
MON/YR

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(Contractor shall insert the appropriate month and year in place of MON/YR. The appropriate month and year shall be 5 years from the date of RESET vehicle hand-off.)

O. Rustproofing. Vehicles shall be rustproofed IAW production standards. The contractor shall apply Loctite Extend compound into outrigger exposed cavities via curb guide holes, cavities, and boxed areas that were previously primed.

P. Basic Issue Items (BII). The Contractor shall replace BII IAW the following table. All applicable hardware and mounting items shall be replaced as necessary. The government will provide copies of the M1000 TMs and the contractor shall overpack a set of TMs with each set of BII.

Part	Desc	NHA	TTL QTY
SW26621	CHTR-PIPE	SWA28589-301RF	1.000
SW29880-PGH	PTD AHR SH	SWA28589-301RF	4.000
SW29880-2	PTD SH	SWA28589-301RF	4.000
SW30512-2PGH	CHAIN AY SSPNTN	SWA28589-301RF	4.000
SW31799-PGH	PTD LOAD BDR	SWA28589-301RF	2.000
SW31872-1GH	EXT 75 DR	SWA28589-301RF	1.000
SW31873GH	SKT COMBINATION	SWA28589-301RF	1.000
SW32984GH	VALVE HDL WELDMENT	SWA28589-301RF	1.000
SW33303-1GH	CHL ASSY	SWA28589-301RF	1.000
SW33303-2GH	CHL AY	SWA28589-301RF	2.000
SW33303-3GH	CHL ASSY	SWA28589-301RF	4.000
SW33304GH	LOAD BDR S	SWA28589-301RF	1.000
SW34205GH	CTRL AXLE ISOL CH	SWA28589-301RF	1.000
SW34206-PGH	PNTD TIRE CHANGING C	SWA28589-301RF	1.000
SW34306GH	COMBINATION WR	SWA28589-301RF	1.000
SW34470	SPEED HANDLE 1/2	SWA28589-301RF	1.000
2241390-PGH	CTRL PTD CROWBAR	SWA28589-301RF	1.000
2590-01-107-9696	KIT, WARNING LIGHT	SWA28589-301RF	1.000
4020004773734GH	NSN ROPE MANILA 75 F	SWA28589-301RF	1.000
5120001897932GH	NSN SKT .56 X .50 DR	SWA28589-301RF	1.000
5120001997765GH	NSN SKT 1.62 X .75 D	SWA28589-301RF	1.000
5120001997769GH	NSN SKT 1.88 X .75 D	SWA28589-301RF	1.000
5120002228852GH	NSN SCR DR R RD SHK	SWA28589-301RF	1.000
5120001445207GH	NSN ADPTR .50 X .75	SWA28589-301RF	1.000
5120002390021 GH	NSN SKT 1.12 X .75 D	SWA28589-301RF	1.000
5120002491075 GH	NSN RATCH SKT .75 DR	SWA28589-301RF	1.000
5120002930665 GH	NSN WRECKING BAR	SWA28589-301RF	1.000
5120002930887 GH	NSN HMR SLEDGE 12 LB	SWA28589-301RF	1.000
5120004498083 GH	ADJUSTABLE WRENCH	SWA28589-301RF	1.000
6620-01-442-2652	LIGHT ASSY, STROBE	SWA28589-301RF	1.000

Q. On-Vehicle Equipment (OVE). The Contractor shall rebuild or replace the below identified OVE items IAW best commercial practices. All applicable hardware and mounting items shall be replaced as necessary.

Part	Desc	NHA	TTL QTY
CPR 101269GH	Curb guides	SW27041RF	12
SW30912GH	Curb guide angle long	SW27041RF	2
SW30912-1GH	Curb guide angle short	SW27041RF	1
SW34394GH	Payload Chocks	SW27041RF	4
SW34457-1GH	ISO Lock brackets	SW27041RF	4
SW34457-2GH	ISO Lock brackets C/S	SW27041RF	2
SW34457-3GH	ISO Lock brackets S/S	SW27041RF	2
SW30257-PGH	ISO PINS	SW27041RF	12
SW34369	Chock, Wheel-Track	SW27041RF	4

R. Kits and Non-Standard Parts. Any M1000s which are received with supplemental kits and/or non-standard parts added shall have these kits and non-standard parts removed by the Contractor prior to RESET of the M1000. These kits shall be declared as scrap and title shall be transferred to the Contractor to be disposed of utilizing the Contractors standard scrap disposal procedures.

S. King Pin Assembly. The Contractor shall inspect and rebuild or replace the king pin assembly IAW best commercial practices.

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- T. Auxiliary Power Unit (APU). The Contractor shall rebuild or replace the APU IAW best commercial practices.
- U. Hydraulic Console Box. The Contractor shall rebuild or replace the hydraulic console box IAW best commercial practices.
- V. Steering Components. The Contractor shall rebuild or replace the M1000 steering components IAW best commercial practices.
- W. Cylinders. The Contractor shall rebuild or replace the M1000 cylinders IAW best commercial practices.
- X. Deck and Gooseneck. The Contractor shall rebuild the M1000 deck and gooseneck IAW best commercial practices.
- Y. Mandatory Replacements. The following parts shall be replaced by the Contractor:
- All tires
 - All batteries and battery cables
 - All bulbs and unserviceable LEDs
 - All parking brake valves, brake chambers, brake drums, and brake shoes
 - All filter elements
 - All Basic Issue Items
 - All Fasteners and fittings removed during the RESET process.
 - All air and all non-metallic hoses.
 - All electrical harnesses and wiring.
 - All gauges.
 - All drive belts.
 - All fluids.

Z. Warranty. The Contractor shall provide a warranty which is effective for 13 months beginning with the shipment of the vehicle to the customer (DD1149). 13 month warranty shall automatically begin if vehicles stay shipped in place at Contractor facility longer than three (3) months.

Attachments:

- Attachment 001: Detail Performance Description (ATPD 2130D, dated December 2000)
- Attachment 002: M1000 (Inspection and Acceptance)
- Attachment 003: M1000 Induction/Production Schedule (Excel Spreadsheet)

*** END OF NARRATIVE C 001 ***

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Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989

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Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
3	52.232-16	PROGRESS PAYMENTS (Alt. III, dated March 2000)	APR/2003
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
5	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
6	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	MAY/2004
7	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
8	52.247-29	F.O.B. ORIGIN	JUN/1988
9	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
10	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
11	52.248-1	VALUE ENGINEERING	FEB/2000
12	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
13	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
14	252.225-7013	DUTY-FREE ENTRY	JAN/2004
15	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
16	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
17	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
18	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 (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

X (8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))

 (ii) Alternate I of 52.219-9.

X (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.

X (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).

X (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 (May 2004).

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- _X_(14) 52.222-3, Convict Labor (E.O. 11755)
- _X_(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O.13126)
- _X_(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- _X_(17) 52.222-26, Equal Opportunity (E.O. 11246)
- _X_(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- _X_(19) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- _X_(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)).
- _(21) (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).
- _(23) (ii) Alternate I of (Jan 2004)52.225-3.
- _(23) (iii) Alternate II of (Jan 2004)52.225-3.
- _(24) 52.225-5, Trade Agreements (June 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_(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)).
- _X_(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).
- _(34) (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:

- _X_(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- _X_(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--

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(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(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);

(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)

19 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through Five years from date of Contract Award.

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

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

[End of Clause]

20 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 222.

(2) Any order for a combination of items in excess of 222; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

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

[End of Clause]

21 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the

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Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one half (6.5) years after Contract Award.

[End of Clause]

22 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(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 Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or 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).
- 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 (10 U.S.C. 2533a).
- 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).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 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).
- 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).

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___ 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

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

X 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)

23 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS OCT/2002
(TACOM)

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 100 days after the delivery order date and continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 20 units every 30 days;

(ii) You'll deliver a maximum of 20 units every 30 days

(iii) You can deliver more than the maximum number of units every thirty days: 20

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES ____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, ____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START ____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF ____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF ____ UNITS EVERY 30 DAYS.

[End of Clause]

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24 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).

(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

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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 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)

25

52.211-16

VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

26

52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination,

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plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2) (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 FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

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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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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 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.

(4) 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]

27 52.246-4 INSPECTION OF SERVICES--FIXED PRICE AUG/1996

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

[End of Clause]

28 252.246-7000 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)

29 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

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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
 Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
 Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
 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/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]

30 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).

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(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]

31 52.211-4016 CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES AUG/2003

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type I microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

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[End of Clause]

32 52.211-4019 SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE APR/2000
(TACOM) I

(a) Definition.

Qualified Tire Part Numbers: means any tire part number that you, as the vehicle manufacturer, have qualified for possible inclusion on the vehicle at the time of government final acceptance of the vehicle.

(b) Except as provided in (c) below, you must identify and list on the following lines, a minimum of three qualified tire part numbers, their corresponding manufacturer and National Stock Number (if an NSN is available), to provide alternate sources of supply for future spare tire procurements for the vehicles deliverable under this contract. By identifying tires on the lines below, you represent that (1) such tires comply with all applicable requirements in the vehicle specification; and (2) when such tires are applied at any wheel position, they shall not cause any adverse vehicle handling effects, when combined with the other approved manufacturers' tires listed below. List on the first line the tire you expect to have on the vehicle at time of government final acceptance.

	MANUFACTURER	MFG PN	NSN	QPL Number
1.				
2.				
3.				
4.				
5.				

(c) In the event you cannot provide at least three (3) qualified sources of supply for tires, you must give reasons to the Procuring Contracting Officer (PCO) prior to contract award to explain why only two (2), or only one (1) source is available. Your rationale, as a minimum, shall include your methodology for qualifying/disqualifying alternate sources of supply for tires. Also, your rationale shall provide data to support any restrictions on mixing tires (e.g. a restriction that requires a single brand of tire to be used for all positions on a given axle).

(d) Indicate which of the above tires if any, are on one of the following Cooperative Approved Tire List (CATL) or Federal Specification Qualified Products Lists (QPL):

CATL 1922	Tires, Pneumatic, Vehicular (Highway)
QPL-ZZ-T-410	Tires, Pneumatic, Industrial
CATL 1923	Tires, Pneumatic, Low Speed, Off Highway
QPL-ZZ-T-1619	Tires, Pneumatic, Agricultural

If applicable, list, in the space above, the CATL or QPL number and the NSN for each tire. In the event one or more tires selected above does not have an assigned NSN, provide reasons to the PCO prior to contract award for the non-NSN tire selection over other NSN-assigned tires.

(e) After contract award, you must perform Component Qualification Testing on the tires listed in (b) above. Testing will determine the suitability of tires for use on equipment deliverable under this contract and will demonstrate that mixing different tire tread designs on a single vehicle will not degrade equipment performance below the requirements set forth in the system specification.

(1) Component Qualification Test. You shall conduct all necessary qualification testing and selection of test samples under Government surveillance at locations you designate. The test shall be conducted in accordance with the Government Component Qualification Test Plan (located in the purchase description or specification) and completed within 60 days prior to government acceptance of the first production vehicles offered under this contract. You shall submit Qualification Test Reports detailing all test results in accordance with Data Item DI-T-1900 and the Contract Data Requirements List (DD Form 1423).

(b) Component Qualification Test Deficiencies. Failure of the Qualification Test tires to meet specified requirements as a result of any deficiency during or as a result of such testing shall be cause for rejection. Failure to meet specified requirements shall be prima facie evidence that all tires which the test sample represents are similarly deficient unless you furnish evidence satisfactory to the Contracting Officer that they are not similarly deficient. Any failure of a manufacturer's tires during system testing will require additional component qualification testing to be approved.

(f) In the event Component Qualification Testing is waived, you shall be responsible for certifying that all tires identified in (b) above are suitable for use on vehicles deliverable under this contract and that mixing of these tires will not degrade vehicle

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performance in terms of mobility, durability, ride and handling below the contract requirements.
(End of clause)

33 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001
(TACOM) (CARC) ON METALLIC SURFACES

(a) Application: MIL-C-46168
MIL-C-53039
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

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(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

<u>SPECIFICATION</u>	<u>DRY FILM THICKNESS (Mils)</u>
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

34 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: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

35 52.246-4019 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS MAR/2001
(TACOM)

Name of Offeror or Contractor: SYSTEMS & ELECTRONICS INC.

(a) Application: MIL-STD-1261

(b) Scope:

(1) These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.

(2) The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.

(c) Discontinuities:

(1) Cracks - A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone. No cracks are allowed

(2) Porosity - Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.

(i) Maximum pore size shall be 1/16 inch.

(ii) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).

(3) Overlap - Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.

(i) A radiused tie-in must exist with the parent metal.

(ii) The overlap condition must not exceed 10% of the total weld length.

(4) Slag Inclusion - Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes. No slag inclusions are allowed.

(5) Undercut - Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.

(i) For base materials .25 inch and less in thickness, no undercutting is permitted.

(ii) For base materials greater than .25 inch thickness:

(A) The maximum depth of undercut shall be 1/32 inch.

(B) The undercut must have a width not less than twice the depth.

(C) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

(d) Weld Size:

(1) Fillet Welds:

(i) Fillet welds shall be measured using fillet weld gages.

(ii) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.

(iii) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.

(2) Groove Welds: No underfill is allowed.

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[End of Provision]

40

52.247-4016
(TACOM)

HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

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</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DETAIL PERFORMANCE DESCRIPTION M1000 SEMITRAILER, LOWBED ATPD 2130D	01-DEC-2000		DATA
Attachment 002	M1000 RESET (INSPECTION AND ACCEPTANCE)			
Attachment 003	INDUCTION/PRODUCTION SCHEDULE			
Attachment 004	CONTRACT DATA REQUIREMENTS LIST			