

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 33	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0342		3. Effective Date 2013AUG31	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND DAWN M. HESSELL WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		Code S2404A	
e-mail address: DAWN.HESSELL@US.ARMY.MIL						

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) VECTRONIX INC. 19775 BELMONT EXECUTIVE PLAZA, STE 550 ASHBURN, VA 20147-7609		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
Code 7Z946		9. Discount For Prompt Payment	
Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
		Item 12	
		To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 1-800-756-4571 FAX 614-693-2224		Code HQ0338
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$226,201.00

16. Table Of Contents							
(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	12	X	J	List of Attachments	33
X	D	Packaging and Marking	16	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	18		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	19		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	20		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	22				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer MARK E. OTTO MARK.E.OTTO@US.ARMY.MIL (586)282-7190	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2013AUG05
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 33
	PIIN/SIIN W56HZV-13-C-0342 MOD/AMD	

Name of Offeror or Contractor: VECTRONIX INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DAWN M. HESSELL
 Buyer Office Symbol/Telephone Number: CCTA-AHK-C/(586)282-8825
 Type of Contract: Firm Fixed Price
 Kind of Contract: Service Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: B
 Weapon System: Topographical and Survey
 Contract Expiration Date: 2014AUG30

*** End of Narrative A0000 ***

The following GLPS systems shall be invoiced against contract W56HZV13C0342, CLIN0001AA upon return of the asset from Switzerland in order for the contractor to complete repairs.

GYRO/SYSTEM # S/N

154	0327
460	0660
475	0669
378	0568
N/A	0358
225	0398
N/A	0350
N/A	0496

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4850 ACCEPTANCE APPENDIX	SEP/2008
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- (a) Contract Number W56HZV-13-C-0342 is awarded to Vectronix Inc.
- (b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.
- (c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.
- (d) The following Amendment(s) to the solicitation are incorporated into this contract: 0001

[End of Clause]

A-2	52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

Name of Offeror or Contractor: VECTRONIX INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS														
0001	LABOR COST - REPAIRPERSON CLIN CONTRACT TYPE: Firm Fixed Price														
0001AA	<p>YEAR 1 _____</p> <p>1</p> <p>GENERIC NAME DESCRIPTION: LABOR COST - REPAIRPERSON PRON: EH3CR080EH PRON AMD: 01 ACRN: AA</p> <p>The contractor shall furnish all the services to accomplish the Scope of Work (SOW) as described in Section C of this contract on a Firm Fixed Price basis.</p> <p>The contractor shall furnish one, full-time Repairperson for a period of 12 months.</p> <p>The contractor will be entitled to monthly payments in the amount of \$13,701.50 per month based on verification that the service has been performed after invoice submission in Wide Area Workflow.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>31-AUG-2014</td> </tr> </table> <p>\$ 164,418.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		31-AUG-2014	1	LO		\$ 164,418.00
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	31-AUG-2014														

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0342 MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001AB	<p><u>UNEXERCISED OPTION - YEAR 2</u></p> <p>GENERIC NAME DESCRIPTION: LABOR COST - REPAIRPERSON</p> <p>The contractor shall furnish all the services to accomplish the Scope of Work (SOW) as described in Section C of this contract on a Firm Fixed Price basis.</p> <p>The contractor shall furnish one, full-time, Repairperson for a period of 12 months.</p> <p>The contractor will be entitled to monthly payments in the amount of \$14,112.50 per month based on verification that the service has been performed after invoice submission in Wide Area Workflow.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2015	1	LO		\$ 169,350.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0342 MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002	WAREHOUSE RENT & UTILITIES CLIN CONTRACT TYPE: Firm Fixed Price													
0002AA	<p>YEAR 1 _____</p> <p>GENERIC NAME DESCRIPTION: WAREHOUSE RENT & UTILITIES PRON: EH3M0076EH PRON AMD: 01 ACRN: AB</p> <p>The contractor shall furnish the facility required to accomplish the the Scope of Work (SOW) as described in Section C of this contract on a Firm Fixed Price basis for a period of 12 months.</p> <p>The contractor will be entitled to monthly payments in the amount of \$5148.58 per month after invoice submission in Wide Area Workflow.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 61,783.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO		\$ 61,783.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-C-0342 **MOD/AMD**

Name of Offeror or Contractor: VECTRONIX INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AB	<p><u>UNEXERCISED OPTION - YEAR 2</u></p> <p>GENERIC NAME DESCRIPTION: WAREHOUSE RENT & UTILITIES</p> <p>The contractor shall furnish the facility required to accomplish the the Scope of Work (SOW) as described in Section C of this contract on a Firm Fixed Price basis for a period of 12 months.</p> <p>The contractor will be entitled to monthly payments in the amount of \$5,289.17 per month after invoice submission in Wide Area Workflow.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2015	1	LO		\$ 63,470.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0342 MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0003	<p><u>YEAR 1</u></p> <p>GENERIC NAME DESCRIPTION: MATERIALS/OTHER DIRECT COSTS CLIN CONTRACT TYPE: Cost Plus Fixed Fee PSC: 6675</p> <p>Cost Plus Fixed Fee SLIN for materials and other direct costs (ODCs) for the repair of GLPS.</p> <p> Estimated Cost: \$ _____ Estimated Fixed Fee: \$ _____ Total Estimated: \$ _____</p> <p>Prices to be negotiated at a later date.</p> <p> (End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO		
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0342 MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0004	<p><u>UNEXERCISED OPTION - YEAR 2</u></p> <p>GENERIC NAME DESCRIPTION: MATERIALS/OTHER DIRECT COSTS CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>Cost Plus Fixed Fee SLIN for materials and other direct costs (ODCs) for the repair of GLPS.</p> <p>Estimated Cost: \$ _____ Estimated Fixed Fee: \$ _____ Total Estimated: \$ _____</p> <p>Prices to be negotiated at a later date.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2015	1	LO		
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0342 MOD/AMD

Page 10 of 33

Name of Offeror or Contractor: VECTRONIX INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0006	<p><u>DATA ITEM</u></p> <p>The below ELINS are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p>(End of narrative A001)</p>													
A001	<p><u>CONTRACT DATA REPORT</u></p> <p>GENERIC NAME DESCRIPTION: REPAIRABLE ITEM INSPECTION</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	MO		\$ <u> ** NSP **</u>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A002	<p><u>CONTRACT DATA REPORT</u></p> <p>GENERIC NAME DESCRIPTION: GOVERNMENT PROPERTY REPORTS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	MO		\$ <u> ** NSP **</u>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A003	<p><u>CONTRACT DATA REPORT</u></p> <p>GENERIC NAME DESCRIPTION: TRANSPORTATION DISCREPANCY</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	MO		\$ <u> ** NSP **</u>									

Name of Offeror or Contractor: VECTRONIX INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

This requirement pertains to repair of the Gun Laying & Positioning System (GLPS).

C.2 APPLICABLE DOCUMENTS.

C.2.1 Military Specifications.

MIL-PRF-53136 Performance Specification Gun Laying and Positioning System

C.2.2 Industry/Commercial.

ANSI/ISO/ASQ Q9001-2000 Quality Management Systems Requirements
 ISO 14001 Environmental Standards Performance
 OSHA/BS OHSAS 18001 Occupational Health and Safety -Performance

C.2.3 Regulations.

FAR Federal Acquisition Regulation

C.2.4 Other.

DoD 4160-21-M-1 Defense Demilitarization Manual

C.3 REQUIREMENTS.

C.3.1 Major Item/Components.

C.3.1.1 The GLPS Part Number (PN) MIL-PRF-53136, National Stock Number (NSN) 6675-01-430-1965 consists of:

Nomenclature	PN	NSN
-----	----	-----
Theodolite with Rangefinder	667047	6675-01-468-6526
Battery Charger	439150	6130-01-468-5176
Winterization Kit	636960	1290-01-468-5180
Tripod	667299	1290-01-468-6531
Gyroscope	636892	6615-01-468-8249

C.3.2 Scope. The contractor will supply the labor, parts, materials, equipment, services and facilities needed to return unserviceable GLPS components to supply condition code A (serviceable - issuable without qualification). The contractor will also reset (return complete systems to condition code A) GLPS IAW these requirements. All unserviceable components and GLPS delivered to the contractor for repair or reset is Government Owned (GO) Government Furnished Material (GFM).

C.3.3 Estimated quantities. The approximate repair quantities are as follows:

	CY2013	CY2014	CY2015
	-----	-----	-----
GLPS Complete Systems	30	32	35
Theodolite with Rangefinder	15	15	20
Battery Charger	5	5	10
Winterization Kit	7	7	10
Tripod	5	5	5
Gyroscope	15	15	15

C.3.4 Unserviceable component turn-in. The TACOM GLPS Item Manager (IM) will be the POC responsible for directing shipments of unserviceable GFM (repairable components) to and from the contractor for repair. The contractor will contact the IM for disposition instructions whenever non-scheduled (non-coordinated with IM) GFM is delivered to the contractor's repair facility. Gyroscopes, Theodolites and Battery Chargers will be shipped to and from the contractor in the shipping and storage containers issued with the

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

Page 13 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

system. Excess components mistakenly shipped to the contractor within the Gyroscope, Theodolite or Battery Charger storage containers, will be reported to the IM for disposition instructions. All other unserviceable components will be shipped to the contractor IAW packaging instructions identified in Section D. The Government will pay for shipping unserviceable components to the contractor for repair and the contractor will pay for shipping repaired parts to storage location identified by the IM.

C.3.4.1 Reset GLPS turn-in. The TACOM GLPS Item Manager (IM) will be the POC responsible for directing shipments of GLPS for reset to and from the contractor. The contractor will contact the IM for disposition instructions whenever a non-scheduled (non-coordinated with IM) GLPS is delivered to the contractor. The IM will instruct government/military personnel to ship complete systems to the contractor in the 4 shipping and storage containers issued with the system and to package the tripod IAW Section D. The IM will provide disposition instructions and government funded shipping information to units prior to shipment. The units will be instructed to include the Gyroscope and Theodolite serial numbers, return address, DODAC and POC with phone number for the outgoing paperwork and to ship their GLPS to:

Vectronix Inc.
Attn: John Frank
751 Miller Dr. SE Suite A-2
Leesburg, VA 20175

Phone: 703-485-0188
FAX: 703-669-2363

The contractor will contact the IM whenever systems are received or shipped to verify quantities and shipping paperwork is correct.

Upon completion of Reset, the contractor shall contact the IM for instructions and government funded shipping information prior to outgoing shipments.

C.3.5 Repairs. Repair of all items shall be accomplished at the contractor or subcontractor site. The repair will include, as necessary, unpacking, disassembly, inspection, diagnosis, removal and replacement of subassemblies/component parts, reassembly, cosmetic work (when necessary to prevent further deterioration), calibration, final testing/inspection, and packing for shipment. Only parts equivalent to new in performance will be used in effecting repairs.

C.3.5.1 Repair Cost Estimate. Prior to repair, contractor shall, as necessary, unpack, disassemble, inspect, diagnose, remove and replace subassemblies/ component parts, reassemble, to verify suspected faults and provide a repair cost estimate to the government. At that time the contractor will await approval for repairs. Approval for repairs may not exceed limitations set forth in paragraph 3.6.

C.3.6 Maintenance Expenditure Limit (MEL). The contractor is authorized to start repair diagnosis upon receipt of unserviceable GLPS or GLPS component shipped in by the TACOM-RI GLPS Item Manager (IM). Diagnosis which shows the GLPS or GLPS component can be repaired within the cost parameters of the MEL shown below may be inducted into the repair process. Any GLPS or GLPS component whose repair cost is estimated to exceed the MEL will be retained by the contractor as GO GFM until instructions are received from the Contracting Officer (CO) concerning repair or disposition. If the MEL is reached during repair of the GLPS or GLPS component, the contractor will request instructions from the CO concerning repair or disposition. The MELs are as follows:

	CY2013	CY2014	CY2015
	-----	-----	-----
GLPS Complete Systems	\$108,000	\$111,000	\$113,000
Theodolite with Rangefinder	\$ 17,000	\$ 19,000	\$ 21,000
Battery Charger	\$ 6,500	\$ 7,500	\$ 7,500
Winterization Kit	\$ 6,500	\$ 7,500	\$ 8,500
Tripod	\$ 8,000	\$ 8,500	\$ 8,500
Gyroscope	\$ 87,000	\$ 87,000	\$ 87,000

C.3.7 Disposal. The contractor will dispose of non-repairable (wash out) items IAW applicable federal, state and local regulations when directed by the CO.

C.3.8 Demilitarization. Electronic components and assemblies that are beyond economical repair and that are coded with a demilitarization (DEMIL) code of D will be rendered unfit for their intended use in accordance with Defense Demilitarization Manual DoD 4160-21-M-1.

C.3.9 Mandatory Replacement Parts . The contractor will replace cell packs (PN 442149, NSN 6675-01-499-8882) for each battery returned.

C.3.10 Missing Parts. For reset GLPS only. The contractor shall replace any missing component of the end item.

C.3.11 Configuration Updates. Not applicable.

Name of Offeror or Contractor: VECTRONIX INC.

C.3.12 Contractor Repair Time. The contractor shall establish an average turnaround time of 180 days for repair of all components. Turnaround time is defined as the time in days from receipt of equipment at the contractor's dock to the time it is ready for shipment.

C.3.13 Quality.

C.3.13.1 Quality Control. Imperfections such as scratches, blotches, or runs in the paint, and minor dents or nicks shall not be used as rejection criteria for repaired items.

C.3.13.2 Acceptance. Acceptance will be based on requirements in MIL-PRF-53136, Gun Laying and Positioning System.

C.3.14 Deliverables.

C.3.14.1 Repair Reports. The contractor shall maintain records of repairs on all items sent in for repair during the life of the contract. This report shall be delivered IAW Data Item No. A001 (DI-ILSS-80386). Any PN changes due to obsolescence (of parts replaced during the repair) shall be indicated in the report. For those reporting periods in which there are no inductions, cite: No activity in this reporting period. Each item stored temporarily due to part(s) shortage shall be listed by document number on the monthly report and annotated: "Temporarily stored due to repair part(s) shortage."

C.3.14.2 Accountability Requirements. Accountability requirements are described in Section J, Attachment 0002, "Addendum I: Accountability Instructions".

C.3.14.3 Contractor Manpower. Contractor Manpower requirements are to be IAW clause 52.237-4000 "Contractor Manpower Reporting" and CLIN 0005.

C.3.14.4 Performance and Cost Report. A Performance and Cost Report shall be delivered IAW CDRL A005.

C.3.15. Phase-out. Work under this contract may be ordered at any time prior to the contract's expiration. To the extent necessary to complete the last work order, a phase-out period of up to 60 days shall be added.

This phase-out period will provide for:

- a. Transfer of Government owned property to a Government facility.
- b. Delivery of monthly reports throughout the phase-out period.

C.4. Inspection and Acceptance - Quality Assurance Surveillance Plan (QASP). The TACOM COR, Todd J. Cetanyan, will visit Vectronix and view the repair process of selected GLPS components, repaired parts, and ensure all efforts are IAW the SOW. All issues or concerns will be addressed and any documentation required by the SOW may be reviewed during these visits. The COR will prepare a written surveillance report on the visit within 14 days. The report will identify any actions required and the timeframe for implementation. A copy of the report will be provided to the PCO and the contractor. Also, see Section E.

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 (TACOM)	52.204-4003 START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2 (TACOM)	52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013
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CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 15 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

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

Page 16 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: One

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

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

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

Page 17 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(h) Hazardous Materials (As applicable):

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

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

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

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

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

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

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

Page 18 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-5	(52.246-4006) (TACOM)	INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION	FEB/1995
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The Government's inspection of the supplies offered under this order shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. 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: Vectronix Inc, 751 Miller Drive, Ste A-2, Leesburg, VA 20175
(Name and Address)

Subcontractor's Plant: NA
(Name and Address)

[End of Clause]

INSPECTION AND ACCEPTANCE

The contractor shall establish and maintain an inspection system IAW ANSI/ISO/ASQ Q9001-2000 or a Government-approved system. Upon completion of repair work by the contractor or subcontractor, inspection and acceptance of repaired units will be made by Government quality assurance personnel by Wide Area Work Flow (WAWF) at the contractor's (subcontractor's) plant or at the packaging facility. Quality Assurance standards applicable to this order are set forth in Section C - STATEMENT OF WORK.

*** END OF NARRATIVE E0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 19 of 33****PIIN/SIIN** W56HZV-13-C-0342**MOD/AMD****Name of Offeror or Contractor:** VECTRONIX INC.

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

All shipments will be FOB destination to the following location:

DODAAC: W25G1U

XU Transportation Officer
DDSP New Cumberland Facility
Building Mission Door 113 134
New Cumberland, PA 17070-5001

The contractor must schedule deliveries in advance to DDSP New Cumberland facility.

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor: VECTRONIX INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	EH3CR080EH	1	S.0008999.2.11	AA	\$ 164,418.00
0002AA	EH3M0076EH	2	S.0010117.1	AB	\$ 61,783.00
TOTAL					\$ 226,201.00

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201320132020 A60EE 13735DVFRE 2577 L034286820 S.0008999.2.11	021001 \$ 164,418.00
AB	021 201320132020 A60EE 123207AMTE 2571 L034265861 S.0010117.1	021001 \$ 61,783.00
TOTAL		\$ 226,201.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	021 201320132020 A60EE 13735DVFRE 2577 L034286820 S.0008999.2.11	021001
0002AA	AB	021 201320132020 A60EE 123207AMTE 2571 L034265861 S.0010117.1	021001

Regulatory Cite	Title	Date
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G-1	52.242-4016	COMMUNICATIONS	MAY/2000
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Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:
 Name: Todd Cetanyan
 E-mail: mailto:todd.j.cetanyan.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:
 ACO: -3-
 E-mail: -4-

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

[End of Clause]

G-2	252.204-0005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	SEP/2009
	(DFARS PGI)	(DFAS) - Line Item Specific: by Cancellation Date	

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-3	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 21 of 33
	PIIN/SIIN W56HZV-13-C-0342	MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 22 of 33
	PIIN/SIIN W56HZV-13-C-0342 MOD/AMD	

Name of Offeror or Contractor: VECTRONIX INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
H-1 52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

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

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (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 Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
 Red River Army Depot: <https://acquisition.army.mil/asfi/>
 Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(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 SAM registration form and includes portions of the registration form which are titled "Optional".

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

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

H-2 52.245-4000 (TACOM)	ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS	MAR/2013
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The contractor shall forward information required by the Contract Data Requirements List (CDRL) IAW the required distribution. The Data Item Description (DID) may be found at the following website: <https://assist.daps.dla.mil/quicksearch/>, reference DI-MGMT-80442, Report of Receipts, Inventory, Adjustments, and Shipments of Government Property. Upon receipt of Government assets, notification of receipt must be provided within 30 days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program. Receipt can be in the form of a signed 1348, Bill of Lading or another type of shipping document receipt. Submit the referenced report in the required interval via email to: usarmy.detroit.tacom.mbx.ilsc-contractor-accountability-team@mail.mil.

This information will account for Government assets while in the possession of the contractor until they are returned to the Government or its representative.

All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: RETURN FROM REPAIR, MARK FOR: (Insert the document number under which the assets were received at the contractor location). NOTE: The quantity shipped under each document number must not exceed the quantity received under that same

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0342 MOD/AMD	Page 23 of 33
Name of Offeror or Contractor: VECTRONIX INC.		

document number.

Discrepancies shall be distinguished and reported as one of the following:

(1) Shipping Type Discrepancy: This discrepancy is evident when freight received does not agree with the supply shipping documents. See DI-MGMT-80503, SF364, Report of Shipping (Item) and Packaging Discrepancy. Submit your report through the Department of Defense (DoD) WEBSDR system. You must first get access to WEBSDR by going to: <https://www.daas.dla.mil/daashome/websdr.asp>. Click on the link: System Access Request. Follow the prompts. Once in, choose the option WEBSDR from the menu (CAC required). There is also WEBSDR help desk information available at the above web site for system issues and help.

(2) Transportation Type Discrepancy. Reference DI-MGMT-80554, SF361, Transportation Discrepancy Report (TDR). TDRs are created to document the loss or damage to Government materiel to support the filing of claims against carriers for Government reimbursement. Submit email to:
tacom-lcmc.ilsc_packaging@mail.mil.

For repair contracts where Government Furnished Materiel (GFM) or Government Furnished Property (GFP) is part of the contract:

(1) Receipt Acknowledgement: Shall be in the format of a DRA. Reference Appendix 3.29 of DoD 4000.25-2-M for format. Submit to: usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil for GFM or usarmy.detroit.tacom.mbx.ilsc-gvt-furnnished-property-team@mail.mil for GFP.

(2) Requisitions for GFM are currently input by TACOM personnel via LMP based on NSNs and authorized quantities supplied by the Contract Specialist.

(3) Government Furnished Materiel (GFM) for consumption/incorporation. The contractor is required to submit data monthly during the contract performance period to the supporting Management Control Activity (MCA) mailbox: usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil. The notification shall be via BZE transaction. Reference DI-MGMT-80438B for additional information.

Excess GFM Reporting: In accordance with the FAR, subpart 45.6, the plant clearance officer will determine the categories of screening required and initiate screening action.

For weapon serialization, please see the format provided in DI-MISC-80914B.

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 24 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2013
I-11	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-18	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-19	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-20	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-21	52.216-8	FIXED FEE	JUN/2011
I-22	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) -- ALTERNATE II (NOV 2011)	NOV/2011
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-34	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-35	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-36	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-37	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-39	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-41	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-42	52.232-1	PAYMENTS	APR/1984
I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT	OCT/2008
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-54	52.245-9	USE AND CHARGES	APR/2012
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-57	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 25 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-58	52.248-1	VALUE ENGINEERING	OCT/2010
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-60	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-61	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-62	52.249-14	EXCUSABLE DELAYS	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-65	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-67	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-68	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-69	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-70	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	FEB/2013
I-71	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-72	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-73	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-74	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-75	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-76	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-77	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-78	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-79	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-80	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-81	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-82	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-83	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-84	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-85	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-86	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-87	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-88	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-90	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2013
I-91	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-92	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-93	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-94	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-95	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-96	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-97	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by issuing a bilateral agreement to the Contractor within 30 days of contract expiration.

(End of Clause)

I-98	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000
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(a) The Government may extend the term of this contract by written bilateral notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days prior to contract expiration. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

Name of Offeror or Contractor: VECTRONIX INC.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

(End of Clause)

I-99 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-100 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 27 of 33**

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: N/A

I-101 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY
(TACOM)

FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 365 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of

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

Page 28 of 33

PIIN/SIIN W56HZV-13-C-0342

MOD/AMD

Name of Offeror or Contractor: VECTRONIX INC.

like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-102

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

Name of Offeror or Contractor: VECTRONIX INC.

The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-103 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

Name of Offeror or Contractor: VECTRONIX INC.

I-104 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

Warning

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

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

(End of Clause)

I-105 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-106 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-107 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)
None		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0342 MOD/AMD	Page 32 of 33
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Name of Offeror or Contractor: VECTRONIX INC.

(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 website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

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

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

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

[End of Clause]

I-110 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 33 of 33****PIIN/SIIN** W56HZV-13-C-0342**MOD/AMD****Name of Offeror or Contractor:** VECTRONIX INC.

SECTION J - 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>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	15-NOV-2011	005	DATA
Attachment 0001	DOCUMENT SUMMARY LIST	15-NOV-2011	002	DATA
Attachment 0002	ADDENDUM I - ACCOUNTABILITY INSTRUCTIONS	15-NOV-2011	001	DATA

CONTRACT DATA REQUIREMENTS LIST (CDRL)
DD FORM 1423 (MECHANIZED)

CATEGORY: MISC
SYSTEM: Gun Laying & Positioning System (GPLS)
CONTRACT: W56HZV-13-C-0342

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1. Data Item No: A001
 2. Title Of Data Item: REPAIRABLE ITEM INSPECTION REPORT
 3. Subtitle:
 4. Authority: DI-ILSS-80386
 5. Contract Reference: Section C, paragraph 3.14.1.
 6. Requiring Office: AMSTA-LCG-FPA
 7. Wide Area Work Flow (WAWF):
 8. APP Code: NO
 9. Distribution Statement Required: N/A
 10. Frequency: MTHLY
 11. As Of Date:
 12. Date of 1st Submission:
 13. Date of Subsequent Submission:
 14. Distribution Contracting Officers Representative, as indicated within basic contract
 15. Total:
 16. Remarks:
- All reports to be submitted electronically utilizing e-mail with attachments of Microsoft WORD or Microsoft EXCEL.

E-MAIL:
mailto:todd.j.cetanyan.civ@mail.mil

mailto:perla.i.gomez.civ@mail.mil

mailto:michael.w.shumar.civ@mail.mil

PREPARED BY: Todd J Cetanyan DATE 15 Nov 2011

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1. Data Item No: A002
 2. Title Of Data Item: REPORT OF RECEIPTS, INVENTORY, ADJUSTMENTS AND SHIPMENTS OF GOVERNMENT PROPERTY
 3. Subtitle:
 4. Authority: DI-MGMT-80442
 5. Contract Reference: Section C, Addendum I, paragraph 3.a
 6. Requiring Office: AMSTA-LCG-FPA
 7. Wide Area Work Flow (WAWF):
 8. APP Code: NO
 9. Distribution Statement Required: N/A
 10. Frequency: MTHLY
 11. As Of Date:
 12. Date of 1st Submission: See block 16
 13. Date of Subsequent Submission:
 14. Distribution: Contracting Officers Representative, as indicated within basic contract
 15. Total:
 16. Remarks:
- All reports to be submitted electronically utilizing e-mail with attachments of Microsoft WORD or Microsoft EXCEL.

Submission required monthly only when material is on hand.

E-MAIL:
mailto:perla.i.gomez.civ@mail.mil

mailto:todd.j.cetanyan.civ@mail.mil

mailto:michael.w.shumar.civ@mail.mil

PREPARED BY: Todd J Cetanyan DATE 15 Nov 2011

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1. Data Item No: A003
 2. Title Of Data Item: TRANSPORTATION DISCREPANCY REPORT
 3. Subtitle:
 4. Authority: DI-MGMT-80554A
 5. Contract Reference: Section C, Addendum I, paragraph 3.b.(1)
 6. Requiring Office: AMSTA-LCG-FPA
 7. Wide Area Work Flow (WAWF): NO
 8. APP Code:
 9. Distribution Statement Required: N/A
 10. Frequency: ASREQ
 11. As Of Date: ASREQ
 12. Date of 1st Submission: See Block 16
 13. Date of Subsequent Submission:
 14. Distribution Contracting Officers Representative, as indicated within basic contract.
 15. Total:
 16. Remarks:

All reports to be submitted electronically utilizing e-mail with attachments of Microsoft WORD or Microsoft EXCEL.

Submission required upon discovery of transportation discrepancy when materiel is received at contractor's facility.

E-MAIL:

mailto:perla.i.gomez.civ@mail.mil

mailto:todd.j.cetanyan.civ@mail.mil

mailto:michael.w.shumar.civ@mail.mil

PREPARED BY: Todd J Cetanyan DATE 15 Nov 2011

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1. Data Item No: A004
 2. Title Of Data Item: REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY
 3. Subtitle:
 4. Authority: DI-MGMT-80503
 5. Contract Reference: Section C, Addendum I, paragraph 3.b.(2)
 6. Requiring Office: AMSTA-LCG-FPA
 7. Wide Area Work Flow (WAWF): NO
 8. APP Code:
 9. Distribution Statement Required: N/A
 10. Frequency: ASREQ
 11. As Of Date: ASREQ
 12. Date of 1st Submission: See block 16
 13. Date of Subsequent Submission:
 14. Distribution: Contracting Officers Representative, as indicated within basic contract
 15. Total:
 16. Remarks:

All SDR reports to be submitted to the Item Manager. SDR reports are to be submitted on an SF364 and furnished to the Item Manager. If not able to utilize the SF 364, then an email containing all required information may be sent to the Item Manager by email.

DOCUMENT SUMMARY LIST

Item: Repair of the Gun Laying & Positioning System (GLPS)

Identifies all first tier documents (cited in SOW)(applicable DIDs). Also included are all referenced document (2nd (includes DID block 10 references), 3rd and lower tier which have been tailored.

DOCUMENT CATEGORY:

CATEGORY 1 The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in reference and subsequently referenced documents are contractually for guidance and information only.

CATEGORY 2 The requirements contained in the directly cited document and the referenced documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually for guidance and information only.

CATEGORY 3 Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified.

Document Number
Document Title
Document Date / Document Category
(Contract Reference)
Applicable Tailoring

1. DoD 4160-21-M-1
Defense Demilitarization Manual
21 Oct 1991 / Cat 2
(Sec C, paragraph 3.8.)
2. MIL-PRF-53136
Performance Specification: Gun Laying & Positioning System (GLPS)
05 Aug 1996 / Cat 2
(Sec C, paragraph 3.13.2.)
- 3.
- 3a. N/A
Statement of Work
N/A / Cat 2
(See c, paragraph 3.14.1)
- 3b. DI-ILSS-80386
Repairable Item Inspection Report
27 Jul 1987 / Cat 1
(Data Item No. A001)
Delete paragraphs 10.1.1.a., 10.1.1.f., 10.1.1.g
4. FAR
Federal Acquisition Regulation
01 Apr 1984 / Cat 2
(Addendum I, paragraph 1.)
- 5.
- 5a. N/A
Statement of Work
N/A / Cat 2
(Addendum I, paragraph 3.a.)

5b. DI-MGMT-80442
Report of Receipts, Inventory, Adjustments and Shipments of Government Property.
17 Sep 1987 / Cat 1

6.
6a. N/A
Statement of Work
N/A / Cat 2
(Addendum I, paragraph 3.b.(1))

6b. DI-MGMT-80554A
Transportation Discrepancy Report
08 Nov 1990 / Cat 1
(Data Item No. A003)

7.
7a. N/A
Statement of Work
N/A / Cat 2
(Addendum I, paragraph 3.b.(2))

7b. DI-MGMT-80503
Report of Shipping (Item) and Packaging Discrepancy
30 Dec 1987 / Cat 1
(Data Item No. A004)

8.
8a. N/A
Statement of Work
N/A / Cat 2
(Section C, paragraph 3.14.4.)

8b. DI-FNCL-80912
Performance and Cost Report
06 Oct 1989 / Cat 1
(Data Item No. A005)
Delete paragraph 10.2.3

9. ASTM D3951
Standard Practice for Commercial Packaging
21 Dec 1990

10. ANSI/ISO/ASQ Q9001-2000
Quality Management Systems Requirements
13 Dec 2000
(See Section E)

ADDENDUM I

Accountability Instructions

1. The Government is required to retain property accountability for all assets being repaired upgraded, or modified. Army regulations implement the Federal Acquisition Regulation (FAR) and govern the practices and procedures necessary for recording receipts, discrepancies, inventories, adjustments, and shipments by the contractor.

2. Point of contact for accountability.

ATTN: AMSTA-LC-LSDA
E-Mail: <mailto:andrea.d.davis.civ@mail.mil>
Commercial phone (586) 282-1874

3. Materiel Receipt by Contractor.

a. General. Assets received shall be reported by NSN, serial number, quantity, and document number of receipt. Reporting data may be obtained from DD Form 1348-1A accompanying the receipt or from other documentation provided. If assets are received with a document number other than W56HZV__, contact the POC listed below for assignment of a document number prior to induction for repair, upgrade, or modification. A report shall be delivered IAW Data Item No. A002 (DI-MGMT-80442).

ATTN: AMSTA-LC-LSDA
E-Mail: <mailto:andrea.d.davis.civ@mail.mil>
Commercial phone (586) 282-1874

b. Discrepancy Reporting. Discrepancies shall be distinguished and reported as one of the following:

(1) Transportation-type Discrepancy. This discrepancy is evident when material received disagrees with the condition, quantity or type from that property described on the bill of lading or other transportation documents. A report of discrepancy shall be delivered IAW Data Item No. A003 (DI-MGMT-80554A).

(2) Shipping-type Discrepancy. This discrepancy is evident when freight is opened and the contents do not agree with the supply shipping documents. A report of discrepancy shall be delivered IAW Data Item No. A004 (DI-MGMT-80503).

4. Shipment of Repaired, Upgraded, or Modified Items.

a. General. Upon completion of repair, upgrade, or modification, the contractor shall ship the asset at the direction of the item manager, AMSTA-LCG-FPA.

b. Disposition. Disposition may be prearranged for delivery to a different location with a provision for exception.