

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 3, 2011

OPTEX SYSTEMS HOLDINGS, INC.

(Exact Name of Registrant as Specified in Charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>000-54144</u> (Commission File Number)	<u>333-143215</u> (IRS Employer Identification No.)
<u>1420 Presidential Drive, Richardson, TX</u> (Address of principal executive offices)		<u>75081-2439</u> (Zip Code)

Registrant's telephone number, including area code: 972-644-0722

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 DFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4 (c) under the Exchange Act (17 CFR 240.13e-4(c))
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INFORMATION TO BE INCLUDED IN THE REPORT

Item 1.01. Entry into a Material Definitive Agreement.

Optex Systems, Inc. (“Optex Systems”), the wholly owned subsidiary of Optex Systems Holdings, Inc. (“Registrant”) has entered into an agreement with an internationally recognized defense contracting firm as of November 3, 2011 (the date upon which Optex Systems Holdings received approval from the contracting firm to disclose its existence) to upgrade the sighting system apparatus in a fleet of combat vehicles for the armed forces of a G-20 nation. The contract award to Optex Systems is part of a comprehensive package upgrade for the fleet under a contract awarded to the international defense contractor. The award to Optex Systems calls for the delivery of more than 500 units over a five year term with delivery expected to commence in mid-2012.

As part of its terms of award of the agreement to Optex Systems, the contractor has required that its identity and the identity of the armed forces for which the upgrade is being performed not be disclosed. Thus, this agreement is being redacted and will be filed with confidential information redacted in an amendment to this Current Report on Form 8-K. The material terms of our material contracts are as follows (updated as of November 8, 2011):

Customer	Customer PO/Contract	Contract Type	Contract Quantities		Total Award Value (2)	Progress Billable (1)	Order Period Expiration	Remaining Value (3)	Delivery Period
			Min Qty	Max Qty					
General Dynamics Land Systems	40050551 (Multiple Prime Contracts)	Firm Fixed Price and Fixed Quantity Purchase Order	N/A	N/A	\$ 6,330,336	Yes	N/A	\$ 3,673,347	Jan 2011 - Feb 2013
DLA Land – Warren (4)	SPRDL1-12-C-0023	Firm Fixed Price and Fixed Quantity Purchase Order	N/A	N/A	\$ 1,152,272	Yes	N/A	\$ 1,152,272	Nov 2011 - Oct 2012
International Defense Contractor (5)	Subcontract PO 35334144	Firm Fixed Price and Fixed Quantity Purchase Order	N/A	N/A	\$ 7,830,695	Yes	N/A	\$ 7,830,695	Mid 2012 - Oct 17

(1) Payment terms on shipments are net 30 days.

(2) “Total Award Value” as included in the table represents the total value of all delivery orders against the prime contract that have already been awarded to

Optex. The total award value represents already awarded delivery order contracts. Based on Optex's historical experience with these contracts and other similar

contracts, the amount awarded has directly correlated to the amount received.

(3) The “Remaining Value” depicts the open undelivered values remaining to be delivered against the contract awards as of October 27, 2011. Only these undelivered values of the contracts may be subject to the contract termination clause. It has been the experience of Optex Systems that these clauses are rarely invoked.

(4) Contract was awarded on October 24, 2011.

(5) Contract was awarded on October 24, 2011 but effective November 3, 2011 as the date on which approved for disclosure by contractor.

Item 8.01. Other Information.

As previously announced via press release by the Registrant on October 27, 2011, on October 24, 2011, Optex Systems received a \$1.15 million award from the Defense Logistics Agency for a Gunner's Head Assembly on the M1 Abrams Tank. The award to Optex Systems calls for the delivery of 82 units in the next 12 months. This award is being disclosed in this Current Report on Form 8-K as part of the update to the Registrant’s list of material contracts as set forth herein. A more thorough description of the terms and conditions of Optex Systems contract awards is set forth in its Annual Report on Form 10-K for the year ended December 31, 2011. The award is attached hereto as Exhibit 10.33

See Item 1.01 above for a table of material contracts of Registrant in which this award is included.

Item 9.01 Exhibits.

10.33 PO# SPRDL1-12-C-0023 with DLA Land-Warren, dated October 24, 2011

Optex Systems Holdings, Inc.
(Registrant)

By: /s/ Stanley A. Hirschman

Stanley A. Hirschman

Title: President

Date: November 8, 2011

LIST OF EXHIBITS

10.33 PO# SPRDL1-12-C-0023 with DLA Land-Warren, dated October 24, 2011

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 36 Pages
2. Contract (Proc. Inst. Ident.) No. SPRDLI-12-C-0023	3. Effective Date 20110CT24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By DLA LAND - WARREN ZGA ROBERT HARRISON (586) 282-3200 WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL	Code S4402A	SPRDLI	6. Administered By (If Other Than Item 5) DCMA DALLAS 600 N PEARL STREET SUITE 163 0 DALLAS TX 75201-2843
WEAPON SYSTEM: WPN SYS: JE e-mail address: ROBERT.HARRISON9@US.ARMY.MIL	7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OPTEX SYSTEMS INC. 142 0 PRESIDENTIAL DR RICHARDSON, TX 75081-2439	8. Delivery SCD c PAS NONE ADPPT HQ0339	9. Discount For Prompt Payment EJ Other (See Below)
TYPE BUSINESS: Other Small Business Performing in U.S.	Code OBK64	Facility Code	10. Submit Invoices (4 Copies Unless Otherwise Specified) Item 12
11. Ship To/Mark For SEE SCHEDULE	Code	To The Address Shown In: 12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 Code 1 HQ0339	
13. Authority For Using Other Than Full And Open Competition: D 10 U.S.C. 2304(c)()	D 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data SEE SECTION G	
15A. Item No. SEE SCHEDULE	15B. Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantiv	15D. Unit
		15E. Unit Price	15F. Amount
		Supply Contracts = d p iced Orders	
		15G. Total Amount Of Contract + \$1,152,272.20	
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	K	Representations, Certifications, and Other Statements of Offerors	
	L	Instrs., Conds., and Notices to Offerors	
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Contracting Officer Will Complete Item 17 Or 18 As Applicable			
17. 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. D Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer MORRIS BELLEVILLE MORRIS.BELLEVILLE@US.ARMY.MIL (586)282-3139	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 20110CT24
By _____ (Signature of person authorized to sign)		By _____ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN SPRDLI-12-C-0023 MOD/AMD	Page 2 of 36
Name of Offeror or Contractor: OPTEX SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

This solicitation contains a Restricted Technical Data Package (TDP). Please refer to Section C-1 52.210-4501 - DRAWINGS/SPECIFICATIONS for instructions on how to get access to restricted TDPs.

*** END OF NARRATIVE AOOOI

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A-1 52.204-4850 ACCEPTANCE APPENDIX APR/2011
(TACOM)

(a) Contract Number SPRDLI-12-C-0023 is awarded to OPTEX Systems 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 DLA Land 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 DLA Land Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's 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]

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing 9377820-2:19200, with revisions in effect as of 03/30/2011, are applicable to this procurement with the following exceptions:

DWG 9376993 - VENDORS 1, 4, 5 ARE THE ONLY VENDORS QUALIFIED TO COAT, INFRARED-EXTERIOR, PER DWG 9376977. REMOVE VENDORS 2, 3

VENDOR - MERGED WITH JDSU CUSTOMS OPTICS

VENDOR 4 NEW NAME & ADDRESS
EXOTIC ELECTRO-OPTICS
36570 BRIGGS ROAD
MURRIETO, CA 92563

DWG 5705438 SHT 1 - REMOVE IN TITLE BLOCK SHEET NO - FROM: 1 OF 5 TO: 1 OF 4

DOCUMENT:	DELETE:	REPLACE WITH:
12932490	MIL-M-81594	AS81531
9377819	MIL-C-46168	MIL-DTL-53039
9377153	QQ-A-200/3	AMS-QQ-A-200/3
	QQ-A-200/8	AMS-QQ-A-200/8
10556186	QQ-A-225/6	AMS-QQ-A-225/6
	QQ-A-225/8	AMS4116 or AMS4117
11727998	QQ-A-225/6	AMS-QQ-A-225/6
	QQ-A-225/8	AMS4116 or AMS4117
9377153	QQ-A-225/6	AMS-QQ-A-225/6
9377151	QQ-A250/4	AMS-QQ-A-250/4
	AMS-QQ-A-250III	ASTM B209
10556186	QQ-P-35	ASTM A967
	SAE-AMS-QQ-A-225/8	AMS4116 OR AMS 4117
QS 9377819 cht 1	MIL-C-46168	MIL-DTL-53039

9377106, vendor part number of MULTISORB TECHNOLOGIES INC. should be "02-01069CG01", not "02-011069CG01"

FOR RESTRICTED TDPs:

Technical data packages (TDPs) and any other related documents, if applicable, for this solicitation are restricted and can be accessed electronically via the Federal Business Opportunities website with valid contractor login credentials.

To access the TDP, click directly on the link provided below to be directed to the TDP. You may also copy and paste the link into your browser and hit the Enter key.

Once directed to the Federal Business Opportunities Website:

- 1) Log on the FBO
- 2) Log in your MPIN number
- 3) If solicitation IS explicit, select "Request Explicit Access"
- 4) If solicitation is Export Control, select "Verify MPIN"
- 5) This will generate an email to the FBO System Administrator
- 6) Please allow 2-3 working days to complete the FBO-TDP process from the FBO system
- 7) The FBO Administrator will give you access and you will receive a system generated email from FBO stating you now have

permission for viewing or downloading the TDP items.

TDP Link (URL):

<https://www.fbo.gov/notices/243b7be58d99dab2b692a75177e0bf7>

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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

(CS6100) (End of Clause)

C-2 52.211-4008 DRAWING LIMITATIONS NOV/2005
(TACOM)

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YQ bR - EQN for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

C-3 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001
(TACOM (RI))

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(CS7110) (End of Clause)

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY
 LEVEL OF PACKING: B
 QUANTITY PER UNIT PACKAGE: 001
 SPI NUMBER 9377820-2, Date 02-02-21 REV

B. 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 pallet shall be 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.

C. Marking: In addition to any special markings called out on the SPI;

C.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 a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. 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.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

F.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.)

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

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

F.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.

F.4. When applicable, 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.

G. SUPPLEMENTAL INSTRUCTIONS: N/A

(DS6419) (End of Clause)

Report will be submitted through the Administrative Contracting Officer to the Contracting Officer
Morris.Belleville@us.army.mil and Contract Specialist robert.harrison9@us.army.mil with a copy furnished to ROCK-RDAR-
QEP@CONUS.ARMY.MIL.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

E-5 52.246-4533 SURFACE QUALITY STANDARDS MAR/2001
TACOM (RI)

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance inspection under this contract and are available as listed in Drawing Number 7641866 (Cost Each \$2,000). The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to COMMANDER-ARDEC, ATTN: RDAR-QEW PICATINNY ARSENAL NJ 07806-5000. Shipping costs shall be borne by the shipper.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by COMMANDER-ARDEC, ATTN: RDAR-QEW PICATINNY ARSENAL NJ 07806-5000. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with aDD Form 1149 to COMMANDER-ARDEC, ATTN: RDAR QEW PICATINNY ARSENAL NJ 07806-5000.

(ES6018) (End of Clause)

E-6 52.209-4012 NOTICE REGARDING FIRST ARTICLE APR/2000
(TACOM)

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-7 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

(a) NN.....QHMQ_TQ_I.T.f!.!12_NQT_UND.....f!R....QQ T...12.f!gQN_QQNTRQ1. 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) !!N...TH.f!_EQ1IQY....QbtI_ .f!_ Y - 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.



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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

(c) £RQ QTIQN_QR_1 Ry_ bY2- 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-8 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005
 (TACOM)

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

INSPECTION POINT: OPTEX SYSTEMS, INC. OBK64
 1420 PRESIDENTIAL DRIVE, RICHARDSON TX 75081

ACCEPTANCEPOINT: SAME AS ABOVE

[End of Clause]

E-9 52.246-4532 DESTRUCTIVE TESTING MAY/1994
 TACOM RI

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

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F-1	52 .211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52 .242-15	STOP-WORK ORDER	AUG/1989
F-3	52 .242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52 .247-34	F O.B. DESTINATION	NOV/1991
F-5	52 .247-48	F O.B. DESTINATION— EVIDENCE OF SHIPMENT	FEB/1999
F-6	252 .211-7006	RADIO FREQUENCY IDENTIFICATION	FEB/2007
F-7	252 .211-7003	ITEM IDENTIFICATION AND VALUATION	AUG/2008

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the ISSUing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

 N/A

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (Ais) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (Dis) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and

Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air

Transport Association Common Support Data Dictionary; and

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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded

subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number)
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number)
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification IS required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-8 52.242-4022 DELIVERY SCHEDULE SEP/2008
(TACOM)

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

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 contract; or

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 contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	52	330

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	52	15 0

209405

Susquehanna
New Cumberland, PA

Susquehanna
New Cumberland, PA

Susquehanna
New Cumberland, PA 17070-
5001

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NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25GIU) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock.

Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Armiston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Armiston Army Depot, Armiston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000

NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday,

0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

POCs: ddr-appt@dla.mil, Randy Cox, CML (903)334-2945, Randy.Cox@dla.mil; Angela Carr, CML (903)334-4950 Angela.Carr@dla.mil; Jane Haley, CML (903)334-4671 Jane.Haley@dla.mil; Darlene Phelps, CML (903)334-3818 Darlene.Phelps@dla.mil.

764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
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***SPLC indicates standard Joint Locator Code.

NQTThe following is applicable 2TiY when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	AMS CD/	OBLG	OBLIGATED
1_!L	.!11.ffi_____	.0ZbT_	JQ_NQ_b.QBH	b.!1Q1ITIT _____
OOOIAA	M112A243M1 2		AA	1,152,272.20
	SM2B1100000			
			TOTAL	1,152,272.20
	ACCOUNTING CLASSIFICATION			OBLIGATED
				b.!1Q1ITIT_
97	X4930AC9D	26KB	S20113	\$ 1 2 J1J JQ
	6D			
			TOTAL	1,152,272.20

LINE	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION	
1_!L	AA	97	OXOX4930AC9D	S20113 6DOOOOSM2B110000026KBS20113 W56HZV
OOOIAA				
	g		LQli _____	ill _____
				_____ 1
G-1	52.204-4011		PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND	OCT/2005
	(TACOM)		ACCOUNTING SERVICE	
			(DFAS)	

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

g	LQI	111	— 1 —
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

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

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

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

- Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
- Rock Island: <https://aa.is.ria.army.mil/AAIS/AWDINFO/index.htm>
- Picatinny: <http://procnet.pica.army.mil/dbi/DynCED/award.cfm>
- Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>
- Anniston Army Depot: <http://www.anadprocnet.army.mil/>

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

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

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

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

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

H-3	52.245-4500	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES	OCT/2006
	TACOM LCMC (RI)		

I. Demil and Trade Security Controls (TSCs) Summary:

A. This procurement action has a demil and/or TSC consideration requirement. The demil and trade security control provisions in this solicitation implement the policy and requirements of the Arms Export Control Act, 22 United States Code (U.S.C.), Section 2778, the International Traffic in Arms Regulations (ITAR) at 22 Code of Federal Regulations (CFR), Parts 120-

130, the Export Administration Regulations (EAR), at 15 CFR 730-774 and the Export Administration Act. Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, Reporting, Redistribution, and Disposal of Contractor Inventory and Defense Federal Acquisition Regulation Supplement (DFARS) 245.604, Restrictions on Purchase or Retention of Contractor Inventory.

B. Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Governments right to require demilitarization under this clause is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward Contractor demilitarization waiver request to the DoD Demilitarization Program Manager for review and approval, even when there is certifiable Contractors compliance with all existing TSC regulations. The walver approval process is described in paragraph VII of this clause.

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C. The DoD policy and requirements for demil and TSCs are contained in the DoD 4160.21-M-1, Demil and TSCs Manual. This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil and TSCs Manual and the Demil and TSC Clause herein, the Demil and TSCs Manual takes precedence.

D. This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This clause sets forth the requirements for the control and corresponding certification and verification of disposition of contract excess property.

The requirements under this clause are applicable to any Contractor and/or Subcontractor who perform work under this contract. This clause is a mandatory flow-down clause; accordingly, Contractor/Subcontractor must include this clause in subcontracts for work under this solicitation and resulting contract.

E. The demil and TSC requirements apply to all materials and property (Government furnished equipment (GFE)), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the Government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders/offerors proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with this clause and the Governments demil and TSC requirements.

F. In general, the demil requirements must be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demil requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is terminated earlier. Contractor(s) awarded a contract with demil requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the Contractor to fulfill its demil obligations under this clause. The Contractor will provide a copy of demil certificates to the PCO within 30 days for inclusion in the contract file.

G. Paragraph VIII. c. of this clause applies to the demil of excess U.S. Government furnished equipment (GFE)/technical data provided to a Contractor in support of this contract; see excess GFE definition II. b. below. If the Contractor is not using GFE in performance of this contract, disregard this paragraph.

H. The Contractor agrees that demil performed under this contract will be conducted in accordance with this clause or DoD 4160.21-M-1, Demil and TSCs Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

II. Definitions:

A. Contract excess property is property of the type covered by this contract for which the contractor does not claim payment or has been denied payment and all GFE not returned to the Government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demil code unless waived by the DoD Demil PM.

B. Excess GFE is equipment/technical data provided by the U. S. Government to the Contractor that the Contractor no longer needs to satisfy the contracts requirements, which the Government does not want returned during or at the completion of the contract.

C. Demilitarization is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition. The term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

D. Scrap is material that has no value except for its basic material content.

E. Munitions list item (MLI) is any item contained in the U. S. Munitions List, 22 CFR 120-130.

F. Commerce control list item (CCLI) is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials, electronics), software, or a particular technology.

G. Trade security control (TSC) is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

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H. Commercial type property is material, equipment, software, or technology not generally considered to be unique and peculiar to DoD and possessing commercial marketability.

I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoD 4160.21-M-1, Demil and TSCs Manual, appendix 4.

J. Ammunition, explosives, and dangerous articles (AEDA) is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects. AEDA is not a criterion for demil. AEDA items not on the Munitions List would be coded A or Q.

III. Applicability:

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demil and TSCs. This clause is applicable to prime and Subcontractors.

IV. Contractor Demil and TSCs:

A. The Contractor will demil and apply TSCs as required on all contract excess property as dictated by the Government assigned demil code and its definition and the demilitarization and trade security controls matrix in paragraph IX of this clause. Demil codes and definitions can be accessed per paragraph VIII of this clause.

B. The Contractor will contact the PCO for declassification, safety and demil instructions for contract excess property with an assigned demil code of P, F, or G.

C. The Contractor will demil all associated excess technical data.

V. Demil Certification and Verification (DC&V):

A. During or upon completion of manufacturing under this contract, the prime Contractor shall notify the PCO in a timely manner that a Government representative is required to witness demil of contract excess property produced under this contract whether the prime Contractor or a Subcontractor is performing the demil.

B. Subcontractors shall notify the prime Contractor in a timely manner who shall notify the PCO that a Government representative is required to witness demil of contract excess property produced under this contract.

C. The Government Quality Assurance Representative (QAR) will forward all demil certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the Contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demil certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demil Certification and Verification Certificate will become part of the contract file.

D. A Contractors representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demil verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demil; and both shall sign and date the DA Form 7579 available at <http://www.apd.army.mil/>.

VI. Demil Waivers:

A. The Contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO and the Armys Demil PM to the DoD Demil PM. Waiver request must be approved prior to Contractor disposition of any contract excess property and prior to the release of final DD Form 250 for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request for a demil waiver is not granted within 45 days of submission, the demil request shall be deemed disapproved. The Contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

B. When a demil waiver is approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

VII. Disputes- any disputes concerning this clause shall be addressed in accordance with the Disputes clause in this solicitation/contract.

VIII. Contractor Access and Identification of Demilitarization Requirements:

	Demil Code	Demil Req'd	No Demil Req'd	TSC Required
Non-MLI/or Non-CCLI	A Commercial		X	
MLI-Non-SME	B		X	X EUC DLA Form 1822
MLI/SME	C	X		X EUC DLA Form 1822
MLI/SME	D	X		X EUC DLA Form 1822
MLI/Non-SME	E	X		X EUC DLA Form 1822
MLI/SME	F	X		X EUC DLA Form 1822
MLISME	G	X		X EUC DLA Form 1822
MLI/SME	P	X		X EUC DLA Form 1822
EAR/CCLI	Q Dual Use/Commercial		X	X EUC DLA Form 1822

HS7144

(End of clause)

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SECTION I - CONTRACT CLAUSES

	g LQli	----- ill -----	--- 1 ---
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RECISSION, 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 RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
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	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-18	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-19	52.215-14	INTEGRITY OF UIHT PRICES	OCT/2010
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRE) OTHER THAN PENSIONS	JUL/2005
I-22	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
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	JUL/2010
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	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-37	52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP/2010
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-39	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
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	52.232-17	INTEREST	OCT/2010
I-46	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE (APR 1984)	APR/1984
I-47	52.232-25	PROMPT PAYMENT	OCT/2008
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002

I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-54	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-55	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-56	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-57	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-58	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006

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I-59	52.248-1		VALUE ENGINEERING	OCT/2010
I-60	52.249-2		TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-61	52.249-8		DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-62	52.253-1		COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7000		REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-64	252.203-7001		PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	DEC/2008
I-65	252.203-7002		REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-66	252.204-7000		DISCLOSURE OF INFORMATION	DEC/1991
I-67	252.204-7003		CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-68	252.204-7006		BILLING INSTRUCTIONS	OCT/2005
I-69	252.204-7008		EXPORT-CONTROLLED ITEMS	APR/2010
I-70	252.205-7000		PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-71	252.209-7004		SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-72	252.215-7000		PRICING ADJUSTMENTS	DEC/1991
I-73	252.215-7002		COST ESTIMATING SYSTEM REQUIREMENTS	MAY/2011
I-74	252.225-7001		BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JAN/2009
I-75	252.225-7002		QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-76	252.225-7006		QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-77	252.225-7007		PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-78	252.225-7009		RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JAN/2011
I-79	252.225-7012		PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-80	252.225-7013		DUTY-FREE ENTRY	DEC/2009
I-81	252.225-7015		RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-82	252.225-7016		RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2010
I-83	252.225-7025		RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-84	252.225-7033		WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-85	252.225-7041		CORRESPONDENCE IN ENGLISH	JUN/1997
I-86	252.226-7001		UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-87	252.227-7013		RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAR/2011
I-88	252.227-7037		VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-89	252.231-7000		SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-90	252.232-7003		ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-91	252.232-7010		LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-92	252.243-7001		PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.243-7002		REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-94	252.244-7000		SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	NOV/2010
I-95	252.246-7000		MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-96	252.246-7001		WARRANTY OF DATA	DEC/1991
I-97	252.246-7003		NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-98	252.247-7003		PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	SEP/2010
I-99	252.247-7023		TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-100	52.209-3		FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test two (2) unit(s) of Lot/Item PN 9377820-2 as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within (see Schedule B) calendar days from the date of this contract to Contracting Officer morris.belleville@us.army.mil marked First Article Test Report: Contract No. _____, Lot/Item No _____ Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-101

52.223-7

NOTICE OF RADIOACTIVE MATERIALS

JAJ:lf/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

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(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(e) Procurement Contracting Officer (PCO) Instructions:

Notice of Radioactive Materials containing Tritium (H3), Americium (AM241), Nickel-63 (NI63): In accordance with (IAW) FAR 52.223-7(a), the "designee" to notify is the licensee, Mr. Thomas Gizicki, TACOM-LCMC, AMSTA-CSC-ZR, COM (309) 782-2965/6499, DSN 793-2965/6499, email: thomas.gizicki@us.amy.mil (NRC license BML 12-00722-06).

Address:

U. S. Amy TACOM Life Cycle Management Command
 Safety Office, ATTN: AMSTA-CSC-ZR
 1 Rock Island Arsenal
 Rock Island, IL 61299-7630

Notice of Radioactive Materials containing Thorium Fluoride coatings (ThF): IAW FAR 52.223-7(a), the "designee" to notify is the licensee, Mr. Craig Goldberg, Director for Safety, CECOM-LCMC, AMSEL-SF-R, COM (732) 427-7454, DSN 987-7454, email: craig.goldberg@us.army.mil (NRC license BML 29-01022-14).

Address:

U. S. Amy CECOM Life Cycle Management Command
 Directorate for Safety (DS), ATTN: AMSEL-SF
 Building 2539, Laboratory Road, Charles Wood Area
 Fort Monmouth, New Jersey 07703-5024

Licenses, Authorizations and Permits: The procuring contracting officer (PCO) shall ensure that the apparently successful offeror has a valid Nuclear Regulatory Commission (NRC) or Agreement State License. Exceptions for a license is as follows:

Government-Owned, Contractor-Operated (GOCO) facilities: The PCO shall ensure that the apparent successful offeror is made aware of the scope of work if it involves radioactive government furnished equipment (GFE). If offeror performs the work on government property involving GFE they will be required to comply with the applicable NRC license conditions (either government's license or contractor's license).

Non-Army agencies (including other military services, vendors, and civilian contractors) require an Amy Radiation Permit to use, store, or possess ionizing radiation sources on an Amy installation (AR 385-10 and 32 CFR 655.10). (For the purpose of this paragraph, ionizing radiation source means any source that, if held or owned by an Amy organization, would require a specific Nuclear Regulatory Commission license or Amy Radiation Authorization (ARA).)

(End of Clause)

I-102 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING JAN"/2011
 RESPONSIBILITY MATTERS

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revsles them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-103 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall —

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-104 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALLJAN"/2011 BUSINESS CONCERNS

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

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(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-105 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2009

(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.

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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

"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/services/contractingopportunities/sizestandardsttopics/>

(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:

The Contractor represents that it [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-106 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAJ:\f\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

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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

I-111 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

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

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

(End of clause)

I-112 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

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

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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

your area.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN SPRDLI-12-C-0023 MOD/AMD	Page 36 of 36
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Name of Offeror or Contractor: OPTEX SYSTEMS, INC.

SECTION J - LIST OF ATTACHMENTS

List of MQQ	h1		Number 2LE	ill
Exhibit A	CDRL, DOC. SUMMARY LIST, ADDRESSES FOR DATA SUBMITTAL	12-APR- 2011	0 04	EMAIL
Exhibit B	DATA DELIVERABLE DESCRIPTIONS	12-APR- 2011	011	EMAIL

CONTRACT DATA REQUIREMENTS LIST
 DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: HEAD ASSY
 TO CONTRACT/PR: M112A243MI
 NSN: 1240-01-476-2613

THE LEGEND BELOW APPLIES TO ALL CDRLs *****

- | | | | |
|--------------------------------------|-----------|---|-------------------------------|
| 1. SEQUENCE NUMBER | | 14. DISTRIBUTION
DRFT/REG/REPRO COPIES | |
| 2. TITLE OF DATA ITEM | | | |
| 3. SUBTITLE | | | |
| 4. DATA ITEM NUMBER | | | |
| 5. CONTRACT REFERENCE | | | |
| 6. TECHNICAL OFFICE | 7. DD 250 | 8. APP CODE | 9. DIST STATEMENT
REQUIRED |
| 10. FREQUENCY | | 11. AS OF DATE | |
| 12. DATE OF 1ST SUBMISSION | | 13. DATE OF SUBSEQUENT
SUBMISSION | |
| 1. A001 | | 14. SEE ADDRESS CODE | |
| 2. ENGINEERING CHANGE PROPOSAL (ECP) | | DISTRIBUTION
ATTACHED*** | |
| 3. | | | |
| 4. DI-CMAJ:\f-80639C* | | | |
| 5. SECTION C | | | |
| 6. RDAR-EIS-PDR | 7. LT | 8. | 9. |
| 10. ASREQ | 11. | 15. TOTAL | 0/0/0 |
| 12. ASREQ | 13. ASREQ | | |
| 16. REMARKS | | | |

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR. ***SUBMIT ELECTRONICALLY TO ROCK-ECP-INPUT@CONUS.ARMY.MIL. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS).

- | | | | |
|-----------------------------------|--|--------------------------|--|
| 1. A002 | | 14. | |
| 2. REQUEST FOR DEVIATION (RFD)*** | | SEE ADDRESS CODE | |
| 3. | | DISTRIBUTION ATTACHED*** | |

4. DI-CMAJ:\f-80640C*

5. SECTION C

6. RDAR-EIS-PDR

7. LT

8.

9.

10. ASREQ

11.

15. TOTAL 0/0/0

12. ASREQ

13. ASREQ

16. REMARKS

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARAGRAPH 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***SUBMIT ELECTRONICALLY TO ROCK-ECP-INPUT@CONUS.ARMY.MIL. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS).

***THE CONTRACTOR SHALL IDENTIFY IF THE RFD IS PRIOR TO MFG OR NON-CONFORMING MTRL. A PRIOR TO MFG DESCRIBES A PROPOSED DEPARTURE FROM CONFIG DOCS FOR A SPECIFIC NUMBER OF UNITS OR FOR A SPECIFIED PERIOD OF TIME. A NON-CONFORMING MTRL RFD IS USED TO OBTAIN AUTH TO DELIVER NON-CONFORMING MTRL WHICH DOES NOT MEET THE CONFIG DOCS BUT IS SUITABLE FOR USE AS IS OR AFTER REPAIR.

1. A003

14.

SEE ADDRESS CODE

2. NOTICE OF REVISION (NOR)

DISTRIBUTION ATTACHED***

3.

4. DI-CMAJ:\f-80642C*

5. SECTION C

6. RDAR-EIS-PDR

7. LT

8.

9.

10. ASREQ

11.

15. TOTAL 0/0/0

12. ASREQ

13. ASREQ

16. REMARKS

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF NOR. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **SUBMIT ELECTRONICALLY TO ROCK-ECP-INPUT@CONUS.ARMY.MIL. ELECTRONIC FILES MUST BE LESS THAN 7MB. FORMS LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM. ***THE DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

DATE: 12 APR 11

DOCUMENT SUMMARY LIST

Item: HEAD ASSY

NSN: 1240-01-476-2613

Control Number/PRON: M112A243M1

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

DOCUMENT CATEGORY:

CATEGORY 0 - Unless otherwise specified in the solicitation, contract, or contract modifications, all documents are for guidance and information only.

CATEGORY 1 - The requirements contained in the directly cited document are contractually applicable to the extent specified. All referenced documents are for guidance and information only.

CATEGORY 2 - The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. All subsequently referenced documents are for guidance and information only.

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

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
1a. N/A	Section c titled: Configuration Management Documentation	N/A Cat 2
1b. DI-CMAJ:f-80639C (seq A001)	Engineering Change Proposal	30 Sep 00 (ECP) Cat
1c. DI-CMAJ:f-80640C (seq A002)	Request for Deviation (RFD)	30 Sep 00 Cat 1
1d. DI-CMAJ:f-80642C (seq A003)	Notice of Revision (NOR)	30 Sep 00 Cat 1
2. AN"SI/ISO/ASQC Q9001-2008	American National Standard Quality Management Systems Requirements	15 Nov 08
3. MIL-PRF-13830 (REVB)	Optical Components for Fire Control Instruments; Gen. Spec.	09 Jan 97 Cat 2

END OF DOCUMENT SUMMARY LIST

ADDRESS LIST

Executive for Contracting DLA Land Warren
6501 E. 11 Mile Road
Mailstop 729
ATTN: (See Block 14 of DD Form 1423 for symbols that apply)
Warren, MI 48397-5000

Director
U.S. Army, Armament, Research, Development & Engineering Center
1 Rock Island Arsenal
ATTN: (See Block 14 of DD Form 1423 for symbols that apply)
Rock Island, IL 61299-7300

Commander
U.S. Army, Armament, Research, Development & Engineering Center
ATTN: (See Block 14 of DD Form 1423 for symbols that apply)
Picatinny Arsenal, NJ 07806-5000

END OF ADDRESS LIST

ADDRESS CODE DISTRIBUTION
FOR ECP/RFD/VECP

1. Concurrent distribution of Value Engineering Change Proposals (VECPs), Engineering Change Proposals (ECPs), Request for Deviations (RFDs) shall be submitted electronically to the below addresses:

- a. ROCK – ECP – INPUT@CONUS.ARMY.MIL if the item is NOT a chemical item
- b. ROCK – ECBCCMActions@conus.army.mil if the item is a chemical item
- c. Contracting Office: Provide to the buyers E-Mail address as reflected on the front page of the contract (or most recent modification if applicable)
- d. The Administrative Contracting Officer.

(Submissions must be under IOMB), (electronic forms (DD Forms 1692, 1693, and 1694) are available for your use at <http://www.dodmilitary.com>)

2. If hardcopies are submitted, the contractor shall submit copies as required and as identified below to:

Director, U.S. Army Armament Research
Development and Engineering Center
ATTN: RDAR-EIS-PE (ECPs)
PICATINNY, NJ 07806-5000

Chemical items should be provided to RDCB-DEM, Rock Island, IL 61299-7410

- a. VECPs - original plus 3 Copies
original plus 3 Copies (Tools & Equipment)
original plus 3 Copies (Navy or Air Force)
- b. ECPs - original plus 2 Copies
original plus 2 Copies (Tools & Equipment)
original plus 2 Copies (Navy or Air Force)
- c. RFDs - original plus 2 Copies
original plus 2 Copies (Tools & Equipment)
original plus 2 Copies (Navy or Air Force)

If submitting by mail, one copy designated Advance Copy to:

- a. Contracting Office: Provide to the buyers E-Mail address as reflected on the front page of the contract (or most recent modification if applicable).
- b. Administrative Contracting Officer.

3. When ECPs, NORs, RFDs are determined to be Urgent, Critical and/or Schedule impacting, an action copy shall be provided to RDAR-EIS-T via data facsimile (FAX) to 973-724-2082. This transmission is to be immediately followed with the usual hard copy mailing.

END OF ADDRESS CODE DISTRIBUTION

DATA DELIVERY DESCRIPTIONS

ENGINEERING CHANGE PROPOSAL (ECP)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with a Notice of Revision (NOR). A requirement for NORs, as applicable, should be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
 2. Format and content. The Engineering Change Proposal shall be prepared in contractor format.
 3. Supporting data. In addition to the information required below, the ECP shall include supporting data. Formal ECPs shall be supported by drawings and other data (e.g., Logistic Support Analysis (LSA) data, detailed cost proposal data, test data and analyses) as specified in the contract to justify and describe the change and to determine its total impact including assessments of changes to system operational employment characteristics. When a life cycle cost and/or operation and support cost model has been included in the contract, the ECP shall also include the costs expected to result from the implementation of the change into all future production and spare items projected to be procured for the program. Also for all projected operation and support costs for operation of the total inventory of items by the Government. A summary of any testing done to validate concepts or new technology to be employed in the proposed engineering change shall be presented in the supporting data. Details of such test data shall be provided if it is vital to the decision regarding acceptance of the change.
 4. Distribution statement. The appropriate distribution statement shall be affixed to the ECP in accordance with the requirements of the contract.
 5. Date. Provide the submittal date of the ECP or of the revision to the ECP.
 6. Procuring Activity Number (PAN): Provide the PAN of the procuring activity, if known.
 7. DODAAC. Provide the DODAAC of the procuring activity, if known.
 8. Originator name and address. Provide the name and address of the contractor submitting the ECP.
 9. Designate as either Class I or II. Proposed changes that do not meet the criteria for Class I shall be designated as Class II. The engineering change shall be Class I if:
 - a. The Functional Configuration Documentation (FCD) or Allocated Configuration Documentation (ACD) is affected to the extent that any of the following requirements would be outside specified limits or specified tolerances:
 - (1) Performance.
 - (2) Reliability, maintainability or survivability.
 - (3) Weight, balance, moment of inertia.
 - (4) Interface characteristics.
 - (5) Electromagnetic characteristics.
 - (6) Other technical requirements in the specifications.
- NOTE: Minor clarifications and corrections to FCD or ACD shall be made only as an incidental part of the next Class ECP NOR, unless otherwise directed by the Government.
- b. A change to the Product Configuration Documentation (PCD) will affect the FCD or ACD as described in paragraph 9a or will impact one or more of the following:
 - (1) Government Furnished Equipment (GFE).
 - (2) Safety.
 - (3) Compatibility or specified interoperability with interfacing CIs, support equipment or support software, spares, trainers or training devices/ equipment/software.
 - (4) Configuration to the extent that retrofit action is required.
 - (5) Delivered operation and maintenance manuals for which adequate change/revision funding is not provided in existing contracts.
 - (6) Preset adjustments or schedules affecting operating limits or performance to such extent as to require assignment of a new identification number.

- (7) Interchangeability, substitutability, or replaceability as applied to Cis, and to all subassemblies and parts except the pieces and parts of non-reparable subassemblies.
-

- (8) Sources of Cis or repairable items at any level defined by source-control drawings.
 - (9) Skills, manning, training, biomedical factors or human-engineering design.
 - c. Any of the following contractual factors are affected:
 - (1) Cost to the Government including incentives and fees.
 - (2) Guarantees or warranties.
 - (3) Deliveries.
 - (4) Scheduled milestones.
10. Justification code. Provide a justification code that is applicable to a proposed Class I engineering change. The justification code is not required for Class II ECPs. If more than one of the following codes are applicable, the one which is the most descriptive or significant shall be assigned to the ECP.
- a. Interface. Code B shall be assigned to an engineering change proposal for correction of a deficiency which will eliminate interference or incompatibility at an interface between Cis.
 - b. Compatibility. Code C shall be assigned to an engineering change to correct a deficiency with the following characteristics:
 - (1) The need for the change has been discovered during the system or item functional checks or during installation and checkout and is necessary to make the system or item work.
 - (2) By assigning the compatibility code the contractor is declaring that the effort required to accomplish the change is considered to be within the scope of the existing contract except for changes caused by the Government.
 - (3) Contractual coverage completing the formal documentation of the engineering change will not reflect an increase in contract price for the corrective action in production and to delivered items in-warranty or otherwise stipulated in the contract.
 - c. Correction of deficiency. Code D shall be assigned to an engineering change which is required to eliminate a deficiency, unless a more descriptive separate code applies. Such separate codes are used to identify deficiencies of the nature of safety, interface, or compatibility.
 - d. Operational or logistics support. Code O shall be assigned to an engineering change which will make a significant effectiveness change in operational capabilities or logistics support.
 - e. Production stoppage. Code P shall be assigned to an engineering change which is required to prevent slippage in an approved production schedule. This code applies when production to the current configuration documentation either is impracticable or cannot be accomplished without delay.
 - f. Cost reduction. Code R shall be assigned to an engineering change which will provide a net total life cycle cost savings to the Government, but which is not being submitted pursuant to the Value Engineering clause of the contract. The savings in life cycle cost should include all effects on cost and price for the effort and requirements covered by the contract(s) currently in effect for this contractor, plus the costs resulting from necessary associated changes in delivered items, and logistics support.
 - g. Safety. Code S shall be assigned to an engineering change for correction of a deficiency which is required primarily to eliminate a hazardous condition. When this code is assigned, a system hazard analysis shall be included with the ECP. (See MIL-STD-882)
 - h. Value engineering (VE). Code V shall be assigned to an engineering change that will effect a net life cycle cost reduction and which is submitted pursuant to the VE clause of the contract.
11. Priority. A priority shall be assigned to each Class I ECP based upon the following definitions. Class II ECPs do not require a priority assignment. The proposed priority is assigned by the originator and will stand unless the Government has a valid reason for changing the priority.
- a. Emergency (E). Shall be assigned to an engineering change proposed for any of the following reasons:
 - (1) To effect a change in operational characteristics which, if not accomplished without delay, may seriously compromise national security;
 - (2) To correct a hazardous condition which may result in fatal or serious injury to personnel or in extensive damage or destruction of equipment. (A hazardous condition usually will require withdrawing the item from service temporarily, or suspension of the item operation, or discontinuance of further testing or development pending resolution of the condition.); or
 - (3) To correct a system halt (abnormal termination) in the production environment such that CSCI mission accomplishment is prohibited.
 - b. Urgent (U). Shall be assigned to an engineering change proposed for any of the following reasons:
 - (1) To effect a change which, if not accomplished expeditiously, may seriously compromise the mission effectiveness of deployed equipment, software, or forces; or
 - (2) To correct a potentially hazardous condition, the uncorrected existence of which could result in injury to personnel or damage to equipment. (A potentially hazardous condition compromises safety and embodies risk, but within reasonable limits, permits continued use of the affected item provided the operator has been informed of the hazard and appropriate precautions have been defined and distributed to the user.); or

- (3) To meet significant contractual requirements (e.g., when lead time will necessitate slipping approved production or deployment schedules if the change was not incorporated); or
 - (4) To effect an interface change which, if delayed, would cause a schedule slippage or increase cost; or
-

- (5) To effect a significant net life cycle cost savings to the Government, as defined in the contract, through value engineering or through other cost reduction efforts where expedited processing of the change will be a major factor in realizing lower costs.
 - (6) To correct unusable output critical to mission accomplishment;
 - (7) To correct critical CI files that are being degraded; or
 - (8) To effect a change in operational characteristics to implement a new or changed regulatory requirement with stringent completion date requirements issued by an authority higher than that of the functional proponent.
 - c. Routine (R). Shall be assigned to a proposed engineering change when emergency or urgent is not applicable.
12. ECP designation.
- a. Model/Type. Provide model or type designation of the CI for which this proposal is being submitted. For Computer Software Configuration Items (CSCI), enter the CSCI identification number.
 - b. CAGE code. Enter the CAGE code for the activity originating the ECP.
 - c. System designation. The system or top-level CI designation or nomenclature assigned shall be entered, if known.
13. ECP number. Provide an ECP number. Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of a change proposal. One of the following methods of assigning ECP numbers may be used unless otherwise stated in the contract:
- a. ECP numbers shall run consecutively commencing with number 1, for each CAGE Code identified activity, or ECP numbers may be assigned in a separate series for each system that the contractor is producing
 - b. When an ECP is split into a basic ECP and related ECPs, the basic ECP shall be identified with the number prescribed above and each related ECP shall be identified by the basic number plus a separate dash number. The number of characters in the ECP number, dash number, type, and revision identification shall not exceed 32.
 - c. Other systems may be used provided the ECP number is unique for any CAGE Code identified activity, and the 32 character limitation is not exceeded.
14. Type. For Class I ECPs, indicate either a "P" for preliminary, or "F" for formal. A Class I ECP shall be preliminary if it meets the criteria below.
- a. A preliminary change proposal is one that is submitted to the Government for review prior to the availability of the information necessary to support a formal ECP. It shall include a summary of the proposed change, its impact on related areas, and a justification. Examples are to furnish the Government with available information in order to permit:
 - (1) A preliminary evaluation relative to the merits of the proposed change (e.g. installation of a proposed change for the purpose of evaluation and testing prior to making a final decision to proceed with a proposed change);or,
 - (2) A determination regarding the desirability of continuing expenditures required to further develop the proposal.
 - (3) To provide alternative proposals; or
 - (4) To supplement a message relative to an emergency or urgent priority ECP when it is impracticable to submit a formal ECP within 30 calendar days; or
 - (5) To obtain Government approval to proceed with software engineering development prior to the development of the actual coding changes.
 - b. A formal ECP is the type, which provides the engineering information and other data in sufficient detail to support formal change approval/contractual implementation.
15. Revision. If an ECP is being revised, enter the proper identification of the revision, i.e., R1 for the first revision; R2, R3, etc. for subsequent revisions. (The date submitted (paragraph 5) shall be the date of the revised ECP.)
16. Baseline affected. Indicate the baseline(s) affected (see MIL-HDBK-61).
17. Other systems/configuration items affected. If other systems/configuration items are affected indicate whether the effect on other systems or CIs requires the submittal of related Class I ECPs. Supply details in paragraphs 33a and c.
18. Specifications affected. If specifications cited in the contract are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.
19. Drawings affected. If drawings are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.
20. Title of change. Provide a brief title to identify the component or system affected by the ECP. For example: F-18 Aircraft Air Turbine Start Connector Backshell Replacement; AN/AYK-14(v) CP-1502/CP-1503 Reconfiguration to CP-1799; (CSCI name)

Block Update.

21. Contract number(s) and line item(s). Provide the number(s) of all currently active contract(s), and the affected contract line item number(s), at the originating CAGE-coded activity that are affected by the engineering change.
22. Procuring contracting officer. Provide the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 21.
23. Configuration item nomenclature. Provide the assigned name and type designation the CSCI name and number, if applicable, or authorized name and number of the CI(s) affected by the ECP.
24. Is the CI in production? If "yes", provide information as to whether deliveries have been completed on the contract(s). This data is not always applicable to software. If not applicable, so indicate.
25. All lower level items affected.
 - a. For hardware, an appropriate, complete descriptive name of the part(s) shall be provided as well as the quantity of the part(s). Additionally, applicable NSNs shall be provided.
 - b. For CSCIs, provide the name and identifier of each lower level CI and computer software unit affected.
26. Description of change. The description of the proposed change shall include the purpose and shall be given in sufficient detail to adequately describe what is to be accomplished. It shall be phrased in definitive language such that, if it is repeated in the contractual document authorizing the change, it will provide the authorization desired. Supporting data may be provided to the extent necessary to clearly portray the proposed change. If the proposed change is an interim solution, it shall be so stated.
27. Need for change. Provide an explanation of the need for the change to include specifically identifying the benefit of the change to the Government. The nature of the defect, failure, incident, malfunction, etc. substantiating the need for the change shall be described in detail. Full utilization shall be made of available failure data. If a new capability is to be provided, improvements in range, speed, performance, endurance, striking power, defensive or offensive capabilities, etc. shall be described in quantitative terms. Correspondence establishing requirements for the change and any testing accomplished prior to the submission shall be identified and summarized. If the ECP is needed to correct maintenance/logistics problems, that fact will be included with sufficient detail to identify the issues. If the ECP is being submitted as a response to a request for ECP or Government direction, cite that authority herein.
28. Production effectivity by serial number.
 - a. For hardware, provide the estimated production effectivity point for the production items including serial number, or other item identification (e.g., block or lot number) as approved by the Government. In determining the effectivity point for the proposed change, consider, in addition to the time factors, the availability of all support elements affected and the most economical point of introduction consistent with all the salient factors involved. The earliest production incorporation is not necessarily the singular or most important factor in the establishment of a proposed change effectivity point. The effectivity point shall be based on concurrent availability of all logistics support elements and materials affected by the change to the item.
 - b. For CSCIs, identify the CSCI version number, if known, into which the change will be incorporated. Where applicable, the effectivity of the end item CI and vehicle (aircraft, tank, ship, etc.) into which the capability represented by the new version of the software is proposed to be incorporated, shall also be provided. If the impact of the ECP merits the release of a new software version include a recommendation to this effect. Serial numbers may be used in lieu of version numbers if approved by the Government.
29. Effect on production delivery schedule. State the estimated delivery schedule of items incorporating the change, either in terms of days after contractual approval, or by specific dates contingent upon contractual approval by a specified date. If there will be no effect on the delivery schedule, so state.
30. Retrofit.
 - a. Recommended item effectivity. When the contractor recommends that the engineering change be accomplished in accepted items by retrofit, the quantities and serial (or lot) numbers of accepted items in which the change is proposed to be incorporated by retrofit shall be provided. Such statement regarding items currently in production shall be based upon the estimated approval date of the ECP.
 - b. Ship/vehicle class affected. When the delivered CI is installed in one or more ship/vehicle classes, enter the identification of such classes.
 - c. Estimated kit delivery schedule. State estimated kit delivery schedule by quantity and date. When special tooling for retrofit is required for Government use, provide the dates of availability of tools, jigs, and test equipment required in conjunction with the kits to accomplish the change.

- d. Locations or ship/vehicle numbers affected. State the location(s) where retrofit is to be accomplished. If retrofit is to be accomplished in ships (or in vehicles for which the serial numbers are not shown in paragraph 30b), enter the ship hull numbers or vehicle numbers.
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NOTE: The appropriate information shall be provided for CSCI changes that are to be incorporated as part of a hardware or equipment change; and implemented per a hardware retrofit schedule, or where the fielded version of the software IS to be replaced.

31. Estimated costs/savings under contract. Provide the total estimated costs/savings impact of the ECP on the contract for the subject CI. Savings shall be shown in parentheses.
32. Estimated net total costs/savings. Provide the total estimated costs/savings impact of the basic and all related ECPs, including other costs/savings to the Government. Savings shall be shown in parentheses.
33. Effects on Functional/Allocated Configuration Identification. This information is to be provided only if the proposed change affects the system specification or the item development specification(s). If a separate product function specification is used, effects on such specification of changes proposed after the Product Baseline has been established shall be described as required.
 - a. Other systems affected. Provide only if other systems/configuration items are affected as indicated in paragraph 17.
 - b. Other contractors/activities affected. Identify other contractors or Government activities that will be affected by this engineering change.
 - c. Configuration items affected. Enter the names and numbers of all CIs, maintenance and operator training equipment, and support equipment affected.
 - d. Effects on performance allocations and interfaces in system specification. Describe the changes in performance allocations and in the functional/physical interfaces defined in the system specification.
 - e. Effects on employment, integrated logistic support, training, operational effectiveness, or software.
 - (1) For hardware, describe the effects of the proposed change on employment, deployment, logistics, and/or personnel and training requirements which have been specified in the approved system and/or CI specifications, including any changes or effects on the operability of the system. In particular, there shall be an entry detailing any effect on interoperability.
 - (2) For CSCIs, the following information shall be entered as applicable to the degree of design development of the CSCI at the time of ECP submission:
 - (a) Identify any required changes to the data base parameters or values, or to data base management procedures;
 - (b) Identify and explain any anticipated effects of the proposed change on acceptable computer operating time and cycle-time utilization;
 - (c) Provide an estimate of the net effect on computer software storage; and,
 - (d) Identify and explain any other relevant impact of the proposed change on utilization of the system.
34. Effects on configuration item specifications. The effect of the proposed change on performance shall be described in quantitative terms as it relates to the parameters contained in the CI development specifications. (See MIL-STD-961)
35. Developmental requirements and status.
 - a. For hardware, when the proposed engineering change requires a major revision of the development program (e.g., new prototypes, additional design review activity, tests to be reaccomplished), the nature of the new development program shall be described in detail, including the status of programs already begun.
 - b. For CSCIs, identify the scheduled sequence of computer software design and test activities which will be required. ECPs initiated after preliminary design which affect the FBL and/or the ABL shall identify, as appropriate, significant requirements for computer software redesign, recoding, repetition of testing, changes to the software engineering/test environments, special installation, adaptation, checkout, and live environment testing. In addition, the specific impact of these factors on approved schedules shall be identified. The impact of the software change on the hardware design and input/output cabling shall also be detailed.
36. Date by which contractual authority is needed. Provide the date contractual authority is required in order to maintain the established schedule for:
 - a. Production
 - b. Retrofit
37. Effects on product configuration documentation, logistics and operations. Certain information required may have been supplied in paragraphs above or does not apply to computer software. When this information has already been supplied, a cross-reference to such information will be adequate.
 - a. For hardware, if any specific logistic interoperability factors are affected, provide information detailing the possible impact on the operational configuration.
 - b. For CSCIs, the software engineering and test environments are usually not affected by changes in the product configuration of a CSCI. Provide information about the status of the software redesign and retesting effort. There shall

also be a review of the intent to document CSCI impacts in these areas.

38. Effect on product configuration documentation or contract. The effects on the approved CI product specifications shall be described by reference to the NORs or other enclosure(s) which cover such proposed text changes in detail. The effects on drawings, when not covered previously shall be described in general terms. Address nomenclature change when applicable. The effects on performance, weight-balance-stability, weight-moment, shall also be provided when applicable.

39. Effect on acquisition logistics support (ALS) elements. The effects of the engineering change on logistic support of the item shall be provided. These effects shall be explained in detail. The information required shall indicate the method to be used to determine the integrated logistic support plans and items which will be required for the support of the new configuration as well as retrofitting previously delivered items to the same configuration. The following shall be covered as applicable:

- a. Effects on schedule and content of the ALS plan.
- b. Effect on maintenance concept and plans for the levels of maintenance and procedures.
- c. System and/or CI logistics support analysis (LSA) tasks to be accomplished and LSA data requiring update wherever it exists in the contract. (MIL-PRF-49506)
- d. Extension/revision of the interim support plan.
- e. Spares and repair parts that are changed, modified, obsoleted or added, including detailed supply data for interim support spares. NOTE: Failure to include detailed supply data will delay ECP processing.
- f. Revised or new technical manuals.
- g. Revised or new facilities requirements and site activation plan.
- h. New, revised, obsoleted or additional support equipment (SE), test procedures and software. For items of SE and trainers which require change, furnish a cross reference to the related ECPs, and for any related ECP not furnished with the basic ECP, furnish a brief description of the proposed change(s) in SE and trainers.
- i. Qualitative and quantitative personnel requirements data which identify additions or deletions to operator or maintenance manpower in terms of personnel skill levels, knowledge and numbers required to support the CI as modified by the change.
- j. New operator and maintenance training requirements in terms of training equipment, trainers and training software for operator and maintenance courses. This information should include identification of specific courses, equipment, technical manuals, personnel, etc. required to set up the course at either the contractor or Government facility.
- k. Any effect on contract maintenance that increases the scope or dollar limitation established in the contract.
- l. Effects on packaging, handling, storage, and transportability resulting from changes in materials, dimensions, fragility, inherent environmental or operating conditions.

40. Effect on operational employment. The effects of the engineering change of CI utilization shall be provided. Quantitative values shall be used whenever practicable and are required when reliability and service life are impacted. Survivability includes nuclear survivability. The effects of the change proposal on safety, maintainability, operating procedures, electromagnetic interference, activation schedule critical single point failure items, and interoperability shall also be provided, if applicable.

41. Other considerations. The effects of the proposed engineering change on the following shall be identified:

- a. Interfaces having an effect on adjacent or related items, (output, input, size, mating connections, etc.
- b. GFE or Government Furnished Data (GFD) changed, modified or obsoleted.
- c. Physical constraints. Removal or repositioning of items, structural rework, increase or decrease in overall dimensions.
- d. Software (other than operational, maintenance, and training software) requiring a change to existing code and/or, resources or addition of new software.
- e. Rework required on other equipment not included previously which will effect the existing operational configuration.
- f. Additional or modified system test procedures required.
- g. Any new or additional changes having an effect on existing warranties or guarantees.
- h. Changes or updates to the parts control program.
- i. Effects on life cycle cost projections for the configuration item or program, including projections of operation and support costs/savings for the item(s) affected over the contractually defined life and projections of the costs/savings to be realized in planned future production and spares buys of the item(s) affected.

42. Alternate solutions. When applicable, provide a summary of the various alternative solutions considered, including the use of revised operation or maintenance procedures, revised inspection or servicing requirements, or revised part replacement schedules. The contractor shall provide an analysis of the alternatives, identify the advantages and disadvantages inherent in each feasible alternative approach, and show the reasons for adopting the alternative solution proposed by the ECP. When contractors analysis addresses new concepts or new technology, supporting data shall be presented with the proposal to authenticate the trade-off analysis.

43. Developmental status. When applicable, make recommendations as to the additional tests, trials, installations, prototypes, fit checks, etc., which will be required to substantiate the proposed engineering change. These recommendations shall include the test objective and test vehicle(s) to be used. Indicate the development status of the major items of GFE which will be used in conjunction with the change and the availability of the equipment in terms of the estimated production incorporation point.

44. Recommendations for retrofit. When applicable, make recommendations for retrofit of the engineering change into accepted items with substantiating data, any implications thereto, and a brief description of the action required. Where retrofit is not recommended, an explanation of this determination shall be provided.

- a. Work-hours per unit to install retrofit kits. Show the amount of work which must be programmed for various activities to install retrofit kits. Estimate work-hours to install retrofit kits when weapon system is undergoing overhaul.
- b. Work-hours to conduct system tests after retrofit. Provide the work-hours required to test the system or the item following installation of the retrofit kit.
- c. This change must be accomplished. Where previously approved engineering changes must be incorporated in a specific order in relation to the proposed change, such order should be specified.
- d. Is contractor field service engineering required? If "yes" attach proposed program for contractor participation.
- e. Out of service time. Estimate the total time period from removal of the equipment from operational service until equipment will be returned to operational status after being retrofitted.

45. Effect of this ECP and previously approved ECPs on item. Summarize the cumulative effect upon performance, weight, electrical load, etc., of this ECP and previously approved ECPs when design limitations are being approached or exceeded. Provide consequences of ECP disapproval.

46. Production impact costs. Estimated costs/savings applicable to production of the item resulting from the change. Includes the costs of Redesign of the CIs or Components thereof, of Factory Test Equipment, of Special Factory Tooling, of Scrap, of Engineering Design, of Engineering Data Revision, of Revision of Test Procedures, and of Testing and Verification of Performance of New Items.

47. Retrofit impact costs: Estimated costs applicable to retrofit of the item including installation and testing costs. Includes Retrofit-specific Engineering Data Revision, Prototype Testing, Kit Proof Testing, Purchase of Retrofit Kits for Operational Systems, Preparation of Modification Instructions, Design and Manufacture of Special Tooling for Retrofit, Installation of Kits by contractor personnel, Installation of Kits by government personnel, Testing after Retrofit and Modification, and Testing and Verification of Performance of Government Furnished Equipment/Property (GFE/GFP).

48. Logistics support impact costs: Estimated costs/savings of the various elements of logistics support applicable to the item. Includes Spares/Repair Parts Rework, New Spares and Repair Parts, Supply/Provisioning Data, Support Equipment, Retrofit Kit for Spares, Operator Training Courses, Maintenance Training Courses, Revision of Technical Manuals, New Technical Manuals, Training/Trainers, Interim Support, Maintenance Manpower, and Computer Programs/Documentation.

49. Other costs/savings: Includes estimated costs of interface changes accomplished by other contractor activities. (Do not include costs if the changes are covered by related ECPs by other contractors. Also includes estimated costs of interface changes accomplished by the Government for changes which must be accomplished in previously delivered items (aircraft, ships, facilities, etc.), other interfacing products, and/or retrofit of GFE/GFP, to the extent that such costs are not covered under production, retrofit, or logistics support.

50. Estimated costs/savings summary, related ECPs. Provide a summary of the estimated net total cost impact of both the ECP and any related ECPs and other associated new requirements which are needed to support the modified items broken out by categories described in paragraphs 47 through 50 above.

- a. Prime contractor. The prime contractor shall summarize the costs/savings of all related ECPs for which the contractor is responsible. If there is no system integrating contractor, the prime contractor submitting the basic ECP shall include the costs of related ECPs being submitted by other affected contractors to the extent such information is available.
- b. System integrating contractor. When a system integrating contractor (or coordinating contractor) has contractual responsibility for ECP coordination, the contractor shall summarize the costs of related ECPs of the several primes involved in an interface or interrelated ECP.

51. Milestones. Provide milestones that show the time phasing of the various deliveries of items, support equipment, training equipment, and documentation incorporating the basic and related ECPs. Enter symbols and notations to show the initiation or termination of significant actions. Base all dates upon months after contractual approval of the basic ECP.

52. Signature. An authorized official representing the contractor submitting the ECP shall sign the ECP.

REQUEST FOR DEVIATION (RFD)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
 2. Format and content. The Request for Deviation shall be prepared in contractor format. The RFD content shall be in accordance with the contractors processes and procedures, or as specified in the contract.
 3. Distribution statement. The appropriate distribution statement shall be affixed to the RFD in accordance with the requirements of the contract.
 4. Date. Provide the submittal date of the deviation.
 5. DODAAC. Provide the DODAAC of the procuring activity, if known.
 6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known
 7. Originator name and address. Provide the name and address of the contractor submitting the request (inclusion of submitting individual's name is optional)
 8. Classification. The deviation shall be designated minor, major, or critical in accordance with the following criteria:
 - a. Minor. A deviation shall be designated as minor when:
 - (1) The deviation consists of a departure which does not involve any of the factors listed in Bb or Be or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as minor.
 - b. Major. A deviation shall be designated as major when:
 - (1) The deviation consists of a departure involving:
 - (a) health
 - (b) performance
 - (c) interchangeability, reliability, survivability, maintainability, or durability of the item or its repair parts
 - (d) effective use or operation; (e) weight and size; or
 - (f) appearance (when a factor) or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as major.
 - c. Critical. A deviation shall be designated as critical when:
 - (1) The deviation consists of a departure involving safety or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as critical.
 9. Designation for deviation.
 - a. Model/Type. Provide the model or type designation of the CI for which the request is being submitted. For CSCIs provide the CSCI identification.
 - b. CAGE Code. Provide the CAGE Code for the activity originating the deviation.
 - c. System designation. The system or top level CI designation or nomenclature assigned by the Government shall be entered, if known.
 10. Deviation number. Deviation identification numbers shall be unique for each CAGE Code identified activity. Once a number is assigned, that number shall be retained for all subsequent submissions. Unless otherwise authorized by the Government, deviations shall be separately and consecutively numbered commencing with number one. As an alternative, numbers may be assigned from a separate series for each system that the contractor is producing. The number of characters in the deviation number, dash number, and type identification shall not exceed 32.
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11. Configuration baseline affected. Indicate the affected baseline (See MIL-HDBK-61).
 12. Are other system/configuration items affected? If yes, provide summary.
 13. Title of deviation. Provide a brief descriptive title of the deviation.
 14. Contract number and line item. Provide the number(s) of all currently active contract(s) and the affected contract line item number(s) that are affected by the deviation.
 15. Procuring contracting officer. Enter the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 18.
 16. Configuration item nomenclature. Provide the Government assigned name and type designation, if applicable, or authorized name and number of the CI to which the deviation will apply.
 17. Classification of defect (CD).
 - a. CD number. If either a Government or contractor's CD applies, enter the number assigned.
 - b. Defect number. If a CD applies, enter the defect number(s) which correspond(s) with the characteristic(s) from which an authorized deviation is desired.
 - c. Defect classification. If a CD applies state the proper classification of the defect number(s) entered in paragraph 17b.
 18. Name of lowest part/assembly affected. An appropriate descriptive name of the part(s) shall be given here without resorting to such terms as "Numerous bits and pieces"
 19. Part number or type designation. Enter the part number(s) of the part(s) named in paragraph 18 or type designation/nomenclature if applicable.
 20. Effectivity. Define the effectivity of the proposed RFD by entering, as applicable, the quantity of items affected, the serial numbers of the items affected, or the lot number(s) applicable to the lot(s) affected by the deviation being requested.
 21. Recurring Deviation. If this is a recurring deviation, reference the previous correspondence, the request number, and corrective action to be taken in paragraph 27. In addition provide rationale why recurrence was not prevented by previous corrective action and/or accomplished design change.
 22. Effect on cost/price. Provide the estimated reduction or price adjustment. If no change in price, cost, or fee, so state with rationale. The request for deviation shall include the specific consideration that will be provided to the Government if this "non-conforming" unit(s) (See FAR Part 46.407) is accepted by the Government.
 23. Effect on delivery schedule. State the effects on the contract delivery schedule that will result from both approval and disapproval of the request for deviation.
 24. Effect on integrated logistics support, interface, or software. If there is no effect on logistics support or the interface, provide a statement to that effect. If the deviation will have an impact on logistics support or the interface, describe such effects.
 25. Description of deviation. Describe the nature of the proposed departure from the technical requirements of the configuration documentation. The deviation or waiver shall be analyzed to determine whether it affects any of the factors listed below. Describe any effect on each of these factors (marked drawings should be included when necessary to provide a better understanding of the deviation):
 - a. Effect on Product Configuration Documentation or Contract.
 - (1) Performance
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- (2) Weight-balance-stability (aircraft)
- (3) Weight-Moment (other equipment)
- (4) Technical Data
- (5) Nomenclature
- b. Effect on Operational Employment
 - (1) Safety
 - (2) Survivability
 - (3) Reliability
 - (4) Maintainability
 - (5) Service Life
 - (6) Operating Procedures
 - (7) Electromagnetic Interference
 - (8) Activation Schedule
 - (9) Critical Single Point Failure Items
 - (10) Interoperability
- c. Other Considerations
 - (1) Interface
 - (2) Other Affected Equipment/Government Furnished Equipment (GFE)/Government Furnished Parts (GFP)
 - (3) Physical Constraints
 - (4) Computer Programs and Resources
 - (5) Rework of other equipment
 - (6) System Test Procedures
 - (7) Warranty/Guarantee
 - (8) Parts Control
 - (9) Life Cycle Costs

26. Need for deviation. Explain why it is impossible or unreasonable to comply with the configuration documentation within the specified delivery schedule. Also explain why a deviation is proposed in lieu of a permanent design change.

27. Corrective action taken. Describe action being taken to correct non-conformance to prevent a future recurrence.

28. Signature. The RFD shall be signed by an authorized official representing the contractor submitting the RFD.

NOTICE OF REVISION (NOR)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with an Engineering Change Proposal (ECP). A requirement for ECPs should be contractually imposed in conjunction with this DDD. This DDD may also be used with Specification Change Notices (SCNs). Where NORs are required for changes to paper specifications, a requirement for SCNs may be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
 2. Format and content. The NOR shall be prepared in contractor format. The NOR content shall be in accordance with the contractor's processes and procedures, or as specified in the contract.
 3. Distribution statement. The appropriate distribution statement shall be affixed to the NOR in accordance with the requirements of the contract.
 4. Date. Provide the submittal date of the NOR. Normally this date will be identical to the ECP submittal date.
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5. DODAAC. Provide the DODAAC of the procuring activity.
 6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known.
 7. Originator name and address. Provide the name and address of the contractor submitting the proposed NOR (inclusion of submitting individual's name is optional).
 8. CAGE code. Provide the CAGE code of the originator of the ECP.
 9. NOR number. Unless the use of a Government assigned number is prescribed, the originator shall either assign a number or enter the document number and new revision letter as the NOR number. When the requirement in the contract identifies the NOR by ECP number, the originator shall attach a dash number (i.e., xxx-1).
 10. CAGE Code. Provide the CAGE Code of the original design activity that appears on the document to which the revision applies. If the original design activity is not the current design activity, also enter the CAGE code of the current design activity.
 11. Document number. Provide the number of the drawing, standard, specification, list or other document to be revised.
 12. Title of document. Provide the title of the document to which the NOR applies.
 13. Revision letter. Show the existing revision of the document for which the NOR IS prepared.
 14. Outstanding NORs. Provide the NOR number of all approved unincorporated NORs for the affected document.
 15. ECP number. Provide the number of the ECP describing the engineering change which necessitates the document revision covered by the NOR.
 16. Configuration item (or system) to which ECP applies. Provide Government assigned system designation (if any); otherwise, enter the name and type designation of the Configuration Item to which the ECP applies.
 17. Description of change. Describe the change in detail, giving the exact wording of sentences or paragraphs that are to be added, or that are to replace designated sentences or paragraphs of the current document. State the dimensions, tolerances and other quantitative requirements that are to replace current requirements. Attach a marked print when necessary to clearly explain the desired revision. Use a "From- To" format in the description of the change.
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