

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 114
2. Contract No.	3. Solicitation No. W15P7T-04-R-A801	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCA-RT-H FORT MONMOUTH, NJ 07703-5008		Code W15P7T	8. Address Offer To (If Other Than Item 7) COMMANDER US ARMY CECOM ATTN: AMSEL-ACSB-BID FT Monmouth, New Jersey 07703-5099	

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in ELECTRONIC SUBMISSION VIA ASFI IBOP until 02:00pm (hour) local time 2004JUN08 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name SUZANNE TILTON E-mail address: SUZANNE.TILTON@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)532-5537
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

- 1) Input all pricing into Section B and into Section J, Attachment 004, Pricing Worksheet.

- 2) The issue date of this solicitation is 05 May 2004 (Block 5 of the SF 33, Solicitation, Offer and Award).

- 3) Closing Date and Time is 08 June 2004, 2:00 pm EST (Block 9 of the SF 33, Solicitation, Offer and Award).

- 4) This is a five (5) year Performance Based, Indefinite Delivery Indefinite Quantity (IDIQ), type of Contract.
 - There is no production during the first two (2) years of the contract; production will occur during years three (3), four (4) and five (5) of the contract
 - CLINs 0001 through 0024 and 0027 through on 0032 are Firm Fixed Price
 - CLINs 0025 and 0026 are Time and Materials
 - CLIN 0026 is for two (2) one (1) year options for Time and Materials during years one (1) and two (2) of the contract
 - CLIN 0031 is for a five (5) year warranty on the MSD-V2 Kit
 - CLIN 0032 is for a one (1) year warranty on the ICE Test Adapter Kit

- 5) The minimum quantity to be ordered under this contract is:
 - 55 units MSD-V2 Kit First Article, SLIN 0001AA
 - 5 units Ice Test Adapter Kit First Article, SLIN 0002AA

- 6) See Section I - Contract Clauses, "Ordering" FAR 52.216-18 and "Indefinite Quantity" FAR 52.216-22. Range quantities shall be weighted for evaluation purposes, see Section M - Evaluation Factors for Award.

- 7) Accelerated delivery at no additional cost to the Government may be requested.

- 8) The value of this acquisition shall not exceed \$_____.

*** END OF NARRATIVE A 001 ***

Regulatory Cite	Title	Date
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A-1	52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
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(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Michael Doelling, 732-532-3973. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
 CECOM Acquisition Center
 Solicitation Ombudsman
 Attn: Ms. Diane L. Meickle
 AMSEL-ACCS-B
 Fort Monmouth, NJ 07703-5008

A-2	52.6307	EXECUTIVE SUMMARY	AUG/1996
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1. Description of the Item(s)/Service(s) being Procured. MSD-V2 System

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 114
	PIIN/SIIN W15P7T-04-R-A801	MOD/AMD

Name of Offeror or Contractor:

2. Program Objectives/Needs. This is a 100% Small Business Set-aside. Contractor production capability to allow for the delivery of a minimum of 300 and a maximum of 1050 each quantity of MSD V-2 Kits and accessories per month.
3. Delivery Schedule. Delivery of production units commences in third year of contract.
4. Government Testing Requirements. First Article Test on 55 MSD-V2 Kits and 5 ICE Test Adapter Kits
5. Type of Contract. Firm-Fixed-Price for CLINS 0001 through 0024, 0027, 0028, 0029, 0030 Time & Material for CLINs 0025 and 0026
6. Format of the Contract. Indefinite Delivery Indefinite Quantity; 5 Years
7. Nature of the Work. Supplies and Time & Material
8. Unusual/Specific Aspects of the Acquisition. Production starts in third year of contract
9. Source Selection Methodology. Basis of Award - Best overall value. Three evaluation factors in order of importance: Technical, Performance Risk and Price. Technical subfactors are Engineering Approach, MSD-V2 Weight, First Article Test Plan, Warranty and Management Approach.
10. Negotiated Procurements. Offerors shall submit their best proposal initially.

11. Disclaimer. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.

A-3 52.7225 NOTICE TO CONTRACTORS--ELIMINATION OF MILITARY SPECIFICATIONS AND STANDARDS NOV/1996

This solicitation contains military specifications and standards. Any suggested alternatives to these (e.g. industry standards, performance specifications or commercial items) should be identified in writing to the contract specialist as soon as possible prior to bid opening or solicitation closing date.

A-4 52.7651 PARTNERING CLAUSE OCT/2001

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor and its major subcontractors engage in the AMC Partnering for Success process.

Participation in the Partnering process is entirely voluntary and it based upon a mutual commitment between Government and industry to work cooperatively as a team to identify and resolve problems and facilitate contract performance. The primary objective of the process is to acquire the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, effective conflict management and the creation of a shared vision for success.

After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop.) If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of the Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of this Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering for Success Guide.

(End of clause)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. CLINS 0001 through 0024 are Firm Fixed Price (FFP) hardware CLINS. CLINS 0025 and 0026 are Time and Materials CLINS. CLIN 0026 is for two (2) one (1) year options for CLIN 0025. CLINS 0027 through 0030 are for Data Items. CLIN 0031 through 0032 are Warranty CLINS. The effort shall be performed in accordance with Section J, Attachment 001 Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003 Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>(End of narrative A001)</p>				
0001AA	<p><u>FIRST YEAR OF CONTRACT - FABRICATION OF FA</u></p> <p>NOUN: MSD-V2 KIT</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>First Article (FA) consists of 55 units of MSD-V2 Kits manufactured IAW requirements cited in CLIN 0005. See Section J, Attachment 001 Performance Specification, Paragraph 4.2 and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>The First Article effort is broken down into three categories: Fabrication, Test Plan and Testing/Test Report as set in SLINS 0001AA, 0001AB, 0001AC and 0001AD.</p> <p>Fabrication of FA: include under these SLINS all charges for labor and materials and all</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	<p>other cost allocable to the fabrication of First Article Units. At the completion of FA all FA units will be returned to production quality at no additional cost to the Government.</p> <p>FA units shall be delivered during the first year of the contract.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging - See Section D and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6 Special Contract Requirements.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Return Condition of First Article Units:</u></p> <p>The cost of First Articles shall include a return-to "Like New" condition after completion of First Article testing.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>1</td> <td>UNDEFINITIZED</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Disposition /delivery of tested units shall be set forth in subsequent delivery order.</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						DEL REL CD	QUANTITY	DEL DATE				001	1	UNDEFINITIZED							
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
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DEL REL CD	QUANTITY	DEL DATE																											
001	1	UNDEFINITIZED																											

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>(End of narrative F001)</p> <p><u>DATA ITEM B001 - FIRST ARTICLE TEST PLAN</u></p> <p>NOUN: MSD-V2 First Article Test Plan</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>First Article Test Plan IAW Section J, Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements and Exhibit C, DD Form 1423, DI-QCIC-81110, Data Item No. B001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____
0001AC	<p><u>DATA ITEM A001 - FAT INTERIM TEST REPORT</u></p> <p>NOUN: MSD-V2 KIT FIRST ARTICLE INTERIM TEST REPORT</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>In accordance with Section J, Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements and Exhibit A, DD Form 1423, DI-NDTI-80809B, Data Item No. A001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>		LO	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-A801 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p><u>DATA ITEM A002 - FIRST ARTICLE TEST REPORT</u></p> <p>NOUN: MDS-V2</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>First Article Test Report IAW Section J, Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements and Exhibit B, DD Form 1423 DI-NDTI-80809B, Data Item No. A002.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
0002	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p>				
0002AA	<p>SECURITY CLASS: Unclassified</p> <p><u>FIRST YEAR OF CONTRACT - FABRICATION OF FA</u></p> <p>NOUN: ICE TEST ADAPTER KIT</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>First Article (FA) consists of 5 units of ICE</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	<p>Test Adapter Kits manufactured IAW requirements cited in CLIN 0015. See Section J, Attachment 001 Performance Specification, Paragraph 4.2, Attachment 002 Drawings CD-ROM, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>The FA effort is broken down into three categories: Fabrication, Test Plan and Testing/Test Report as set in SLINS 0002AA, 0002AB, 0002AC and 0002AD.</p> <p>Fabrication of FA: include under these SLINS all charges for labor and materials and all other cost allocable to the fabrication of First Article Units. At the completion of FA all FA units will be returned to production quality at no additional cost to the Government.</p> <p>First Article units shall be delivered during the first year of the contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging - See Section D and Section J, Attachment 001 Performance Specification, Paragraph 5.0.</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Return Condition of First Article Units:</u></p> <p>The cost of First Articles shall include a return-to "Like New" condition after completion of First Article testing.</p> <p style="text-align: center;">(End of narrative E001)</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="3"><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">1</td> <td colspan="3">UNDEFINITIZED</td> <td></td> </tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	UNDEFINITIZED							
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001	1	UNDEFINITIZED																																	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-A801 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. Disposition/delivery of tested units shall be set forth in subsequent delivery order. (End of narrative F001)				
0002AB	<u>DATA ITEM B001 - FIRST ARTICLE TEST PLAN</u> NOUN: ICE TEST ADAPTER KIT CLIN CONTRACT TYPE: Firm Fixed Price First Article Test Plan IAW Section J, Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements and Exhibit C, DD Form 1423, DI-QCIC-81110, Data Item No. B001. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Destination		LO	\$ _____	\$ _____
0002AC	<u>DATA ITEM A001 - FA INTERIM TEST REPORT</u> NOUN: ICE TEST ADAPTER KIT CLIN CONTRACT TYPE: Firm Fixed Price		LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																				
0003	SECURITY CLASS: Unclassified																								
0003AA	<p><u>MSD-V2 U.S. CONFIGURATION</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001 Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B001)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="0" data-bbox="272 1633 634 1787"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>each</td> <td>\$</td> </tr> <tr> <td>101</td> <td>500</td> <td>each</td> <td>\$</td> </tr> <tr> <td>501</td> <td>1000</td> <td>each</td> <td>\$</td> </tr> <tr> <td>1001</td> <td>4,800</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p>	FROM	TO	UNIT	UNIT PRICE	1	100	each	\$	101	500	each	\$	501	1000	each	\$	1001	4,800	each	\$				
FROM	TO	UNIT	UNIT PRICE																						
1	100	each	\$																						
101	500	each	\$																						
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1001	4,800	each	\$																						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FROM	TO	UNIT	UNIT PRICE				
	1	100	each	\$				
	101	500	each	\$				
	501	1000	each	\$				
	1001	4,800	each	\$				
	YEAR FIVE (5)							
	RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.							
	FROM	TO	UNIT	UNIT PRICE				
	1	100	each	\$				
	101	500	each	\$				
	501	1000	each	\$				
	1001	4,800	each	\$				
	(End of narrative C001)							
	<u>Packaging and Marking</u>							
	Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.							
	(End of narrative D001)							
	<u>Inspection and Acceptance</u>							
	INSPECTION: ORIGIN ACCEPTANCE: ORIGIN							
	FOB POINT: ORIGIN							
	Delivery will be ninety (90) days after date of order.							
	(End of narrative F001)							
0004	SECURITY CLASS: Unclassified							
0004AA	<u>MSD-V2 - FMS CONFIGURATION</u>							
	CLIN CONTRACT TYPE: Firm Fixed Price							
	This is a five (5) year Indefinite							

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
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0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>MSD-V2 KIT - U.S. CONFIGURATION</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>Delivery will be ninety (90) days after date of order.</p> <p>(End of narrative F001)</p>				
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>MSD-V2 KIT - FMS CONFIGURATION</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p>				

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0007	<p>SECURITY CLASS: Unclassified</p>				
0007AA	<p><u>REMOVABLE HARD DISK DRIVE</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) Hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B001)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p>				

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0008	SECURITY CLASS: Unclassified																								
0008AA	<u>BOOTABLE DVD/CD ROM - U.S. CONFIGURATION</u>																								
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0009	<p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p> <p>FROM TO UNIT UNIT PRICE</p> <p>1 500 each \$</p> <p>501 1,000 each \$</p> <p>1,001 5,000 each \$</p> <p>5,001 33,250 each \$</p> <p>YEAR FIVE (5)</p> <p>RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.</p> <p>FROM TO UNIT UNIT PRICE</p> <p>1 500 each \$</p> <p>501 1,000 each \$</p> <p>1,001 5,000 each \$</p> <p>5,001 33,250 each \$</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>Delivery will be ninety (90) days after date of order.</p> <p>(End of narrative F001)</p> <p>SECURITY CLASS: Unclassified</p>				

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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-A801 MOD/AMD

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	INSPECTION: ORIGIN ACCEPTANCE: ORIGIN				
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	Delivery will be ninety (90) days after date of order.				
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0010	SECURITY CLASS: Unclassified				
0010AA	<u>BATTERY</u>				
	CLIN CONTRACT TYPE:				

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	<p>RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.</p> <p>FROM TO UNIT UNIT PRICE</p> <p>1 100 each \$</p> <p>101 500 each \$</p> <p>501 1,000 each \$</p> <p>1,001 2,000 each \$</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>Delivery will be ninety (90) days after date of order.</p> <p>(End of narrative F001)</p>				
0011	SECURITY CLASS: Unclassified				
0011AA	<p><u>BATTERY CHARGER</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003,</p>				

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	<p>Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The cost of the previous order shall not change.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="0"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>each</td> <td>\$</td> </tr> <tr> <td>101</td> <td>500</td> <td>each</td> <td>\$</td> </tr> <tr> <td>501</td> <td>1,000</td> <td>each</td> <td>\$</td> </tr> <tr> <td>1,001</td> <td>2,000</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p> <table border="0"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>each</td> <td>\$</td> </tr> <tr> <td>101</td> <td>500</td> <td>each</td> <td>\$</td> </tr> <tr> <td>501</td> <td>1,000</td> <td>each</td> <td>\$</td> </tr> <tr> <td>1,001</td> <td>2,000</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FIVE (5)</p> <p>RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.</p> <table border="0"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>each</td> <td>\$</td> </tr> <tr> <td>101</td> <td>500</td> <td>each</td> <td>\$</td> </tr> <tr> <td>501</td> <td>1,000</td> <td>each</td> <td>\$</td> </tr> <tr> <td>1,001</td> <td>2,000</td> <td>each</td> <td>\$</td> </tr> </tbody> </table>	FROM	TO	UNIT	UNIT PRICE	1	100	each	\$	101	500	each	\$	501	1,000	each	\$	1,001	2,000	each	\$	FROM	TO	UNIT	UNIT PRICE	1	100	each	\$	101	500	each	\$	501	1,000	each	\$	1,001	2,000	each	\$	FROM	TO	UNIT	UNIT PRICE	1	100	each	\$	101	500	each	\$	501	1,000	each	\$	1,001	2,000	each	\$				
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0012	SECURITY CLASS: Unclassified				
0012AA	<p><u>NATO POWER CABLE</u></p> <p>NSN: 6150-01-476-0520</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2), Attachment 002, Drawings, and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p>				

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0015AA	<p><u>ICE TEST ADAPTER KIT - US CONFIGURATION</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2), Attachment 002, Drawings, and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B001)</p>				

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	<p>Delivery will be ninety (90) days after date of order.</p> <p>(End of narrative F001)</p>				
0016	SECURITY CLASS: Unclassified				
0016AA	<p><u>ICE INTERCONNECTING BOX</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2), Attachment 002, Drawings, and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B001)</p> <p>YEAR THREE (3) - BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).				
	FROM TO UNIT UNIT PRICE				
	1 200 each \$				
	201 500 each \$				
	501 1,000 each \$				
	1,001 6,952 each \$				
	YEAR FOUR (4)				
	RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.				
	FROM TO UNIT UNIT PRICE				
	1 200 each \$				
	201 500 each \$				
	501 1,000 each \$				
	1,001 6,952 each \$				
	YEAR FIVE (5)				
	RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.				
	FROM TO UNIT UNIT PRICE				
	1 200 each \$				
	201 500 each \$				
	501 1,000 each \$				
	1,001 6,952 each \$				
	(End of narrative C001)				
	<u>Packaging and Marking</u>				
	Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.				
	(End of narrative D001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: ORIGIN ACCEPTANCE: ORIGIN				
	FOB POINT: ORIGIN				
	Delivery will be ninety (90) days after date of order.				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	(End of narrative F001)																
0017	SECURITY CLASS: Unclassified																
0017AA	<p><u>MSD ICE CABLE ASSEMBLY</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2), Attachment 002, Drawings, and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>200</td> <td>each</td> <td>\$</td> </tr> <tr> <td>201</td> <td>500</td> <td>each</td> <td>\$</td> </tr> </tbody> </table>	FROM	TO	UNIT	UNIT PRICE	1	200	each	\$	201	500	each	\$				
FROM	TO	UNIT	UNIT PRICE														
1	200	each	\$														
201	500	each	\$														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
501	1,000	each	\$					
1,001	6,952	each	\$					
YEAR FOUR (4)								
RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.								
FROM	TO	UNIT	UNIT PRICE					
1	200	each	\$					
201	500	each	\$					
501	1,000	each	\$					
1,001	6,952	each	\$					
YEAR FIVE (5)								
RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.								
FROM	TO	UNIT	UNIT PRICE					
1	200	each	\$					
201	500	each	\$					
501	1,000	each	\$					
1,001	6,952	each	\$					
(End of narrative C001)								
<u>Packaging and Marking</u>								
Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.								
(End of narrative D001)								
<u>Inspection and Acceptance</u>								
INSPECTION: ORIGIN ACCEPTANCE: ORIGIN								
FOB POINT: ORIGIN								
Delivery will be ninety (90) days after date of order.								
(End of narrative F001)								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																				
0018	SECURITY CLASS: Unclassified																								
0018AA	<p><u>DEARBORN PROTOCOL ADAPTER</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B001)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="0" data-bbox="272 1654 657 1816"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>each</td> <td>\$</td> </tr> <tr> <td>101</td> <td>500</td> <td>each</td> <td>\$</td> </tr> <tr> <td>501</td> <td>1,000</td> <td>each</td> <td>\$</td> </tr> <tr> <td>1,001</td> <td>2,000</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC</p>	FROM	TO	UNIT	UNIT PRICE	1	100	each	\$	101	500	each	\$	501	1,000	each	\$	1,001	2,000	each	\$				
FROM	TO	UNIT	UNIT PRICE																						
1	100	each	\$																						
101	500	each	\$																						
501	1,000	each	\$																						
1,001	2,000	each	\$																						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THROUGH 1,460 DAC.</p> <p>FROM TO UNIT UNIT PRICE</p> <p>1 100 each \$</p> <p>101 500 each \$</p> <p>501 1,000 each \$</p> <p>1,001 2,000 each \$</p> <p>YEAR FIVE (5)</p> <p>RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.</p> <p>FROM TO UNIT UNIT PRICE</p> <p>1 100 each \$</p> <p>101 500 each \$</p> <p>501 1,000 each \$</p> <p>1,001 2,000 each \$</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>Delivery will be ninety (90) days after date of order.</p> <p>(End of narrative F001)</p> <p>IEEE 488 USB</p> <p>SECURITY CLASS: Unclassified</p>				
0019					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	<p>NSN: 5995-01-504-6384</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>Warranty in accordance with the manufacturer's standard warranty for a minimum of one year. See Section J, Attachment 007 Special Contract Requirements, Paragraph 22 Warranty.</p> <p>(End of narrative B001)</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B002)</p> <p>YEAR THREE (3) - BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="1" data-bbox="272 1738 646 1871"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNITPRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>each</td> <td>\$</td> </tr> <tr> <td>51</td> <td>200</td> <td>each</td> <td>\$</td> </tr> <tr> <td>201</td> <td>948</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p>	FROM	TO	UNIT	UNITPRICE	1	50	each	\$	51	200	each	\$	201	948	each	\$				
FROM	TO	UNIT	UNITPRICE																		
1	50	each	\$																		
51	200	each	\$																		
201	948	each	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																
0020	<p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p> <table border="0"> <tr> <td>FROM</td> <td>TO</td> <td>UNIT</td> <td>UNITPRICE</td> </tr> <tr> <td>1</td> <td>50</td> <td>each</td> <td>\$</td> </tr> <tr> <td>51</td> <td>200</td> <td>each</td> <td>\$</td> </tr> <tr> <td>201</td> <td>948</td> <td>each</td> <td>\$</td> </tr> </table> <p>YEAR FIVE (5)</p> <p>RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.</p> <table border="0"> <tr> <td>FROM</td> <td>TO</td> <td>UNIT</td> <td>UNITPRICE</td> </tr> <tr> <td>1</td> <td>50</td> <td>each</td> <td>\$</td> </tr> <tr> <td>51</td> <td>200</td> <td>each</td> <td>\$</td> </tr> <tr> <td>201</td> <td>948</td> <td>each</td> <td>\$</td> </tr> </table> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>DELIVERY WILL BE NINETY (90) DAYS AFTER DATE OF ORDER.</p> <p>(End of narrative F001)</p> <p><u>DIGITAL MULTIMETER PCMCIA CARD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 6625-01-452-5944</p>	FROM	TO	UNIT	UNITPRICE	1	50	each	\$	51	200	each	\$	201	948	each	\$	FROM	TO	UNIT	UNITPRICE	1	50	each	\$	51	200	each	\$	201	948	each	\$				
FROM	TO	UNIT	UNITPRICE																																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>Warranty in accordance with the manufacturer's standard warranty for a minimum of one year. See Section J, Attachment 007 Special Contract Requirements, Paragraph 22 Warranty.</p> <p>(End of narrative B001)</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B002)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="1" data-bbox="272 1654 646 1787"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>each</td> <td>\$</td> </tr> <tr> <td>51</td> <td>200</td> <td>each</td> <td>\$</td> </tr> <tr> <td>201</td> <td>453</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p>	FROM	TO	UNIT	UNIT PRICE	1	50	each	\$	51	200	each	\$	201	453	each	\$				
FROM	TO	UNIT	UNIT PRICE																		
1	50	each	\$																		
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-A801 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FROM TO UNIT UNIT PRICE</p> <p>1 50 each \$</p> <p>51 200 each \$</p> <p>201 453 each \$</p>				
	<p>YEAR FIVE (5)</p> <p>RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.</p>				
	<p>FROM TO UNIT UNIT PRICE</p> <p>1 50 each \$</p> <p>51 200 each \$</p> <p>201 453 each \$</p>				
	<p>(End of narrative C001)</p>				
	<p><u>Packaging and Marking</u></p> <p>Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p>				
	<p>(End of narrative D001)</p>				
	<p><u>Inspection and Acceptance</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>DELIVERY WILL BE NINETY (90) DAYS AFTER DATE OF ORDER.</p>				
	<p>(End of narrative F001)</p>				
<p>0021</p>	<p><u>MIL STD - 1553B PCMCIA CARD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 5998-01-452-3559</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>Warranty in accordance with the manufacturer's standard warranty for a minimum of one year. See Section J, Attachment 007 Special Contract Requirements, Paragraph 22 Warranty.</p> <p>(End of narrative B001)</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p>(End of narrative B002)</p> <p>YEAR THREE (3) - BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="0" data-bbox="272 1711 657 1843"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>500</td> <td>each</td> <td>\$</td> </tr> <tr> <td>501</td> <td>1,000</td> <td>each</td> <td>\$</td> </tr> <tr> <td>1,001</td> <td>5,030</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p>	FROM	TO	UNIT	UNIT PRICE	1	500	each	\$	501	1,000	each	\$	1,001	5,030	each	\$				
FROM	TO	UNIT	UNIT PRICE																		
1	500	each	\$																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p> <p>FROM TO UNIT UNIT PRICE</p> <p>1 500 each \$</p> <p>501 1,000 each \$</p> <p>1,001 5,030 each \$</p> <p>YEAR FIVE (5)</p> <p>RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.</p> <p>FROM TO UNIT UNIT PRICE</p> <p>1 500 each \$</p> <p>501 1,000 each \$</p> <p>1,001 5,030 each \$</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN</p> <p>FOB POINT: ORIGIN</p> <p>DELIVERY WILL BE NINETY (90) DAYS AFTER DATE OF ORDER.</p> <p>(End of narrative F001)</p>				
0022	<p><u>SCSI CONTROLLER PCMCIA CARD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NSN: 7025-01-505-7077</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	<p>CLIN CONTRACT TYPE: Firm Fixed Price This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001 Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>Warranty in accordance with the manufacturer's standard warranty for a minimum of one year. See Section J, Attachment 007 Special Contract Requirements, Paragraph 22 Warranty.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p style="text-align: center;">(End of narrative B002)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>each</td> <td>\$</td> </tr> <tr> <td>51</td> <td>200</td> <td>each</td> <td>\$</td> </tr> <tr> <td>201</td> <td>650</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p>	FROM	TO	UNIT	UNIT PRICE	1	50	each	\$	51	200	each	\$	201	650	each	\$				
FROM	TO	UNIT	UNIT PRICE																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FROM	TO	UNIT	UNIT PRICE				
	1	50	each	\$				
	51	200	each	\$				
	201	650	each	\$				
	YEAR FIVE (5)							
	RANGES FOR ORDERS PLACED FROM 1,097 DAC THROUGH 1,825 DAC.							
	FROM	TO	UNIT	UNIT PRICE				
	1	50	each	\$				
	51	200	each	\$				
	201	650	each	\$				
	(End of narrative C001)							
	<u>Packaging and Marking</u>							
	Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.							
	(End of narrative D001)							
	<u>Inspection and Acceptance</u>							
	INSPECTION: ORIGIN		ACCEPTANCE: ORIGIN					
	FOB POINT: ORIGIN							
	DELIVERY WILL BE NINETY (90) DAYS AFTER DATE OF ORDER.							
	(End of narrative F001)							
0023	<u>PCIDM-V2 PLUS PC2C-ASIP-SDM PCMCIA CARD</u>							
	SECURITY CLASS: Unclassified							
	CLIN CONTRACT TYPE: Firm Fixed Price							

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																												
	<p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This is a Firm Fixed Price (FFP) hardware CLIN. The effort shall be performed in accordance with Section J, Attachment 001 Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2), and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>Warranty in accordance with the manufacturer's standard warranty for a minimum of one year. See Section J, Attachment 007 Special Contract Requirements, Paragraph 22 Warranty.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p style="text-align: center;">(End of narrative B002)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>each</td> <td>\$</td> </tr> <tr> <td>101</td> <td>500</td> <td>each</td> <td>\$</td> </tr> <tr> <td>501</td> <td>1,000</td> <td>each</td> <td>\$</td> </tr> <tr> <td>1,001</td> <td>2,959</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>each</td> <td>\$</td> </tr> </tbody> </table>	FROM	TO	UNIT	UNIT PRICE	1	100	each	\$	101	500	each	\$	501	1,000	each	\$	1,001	2,959	each	\$	FROM	TO	UNIT	UNIT PRICE	1	100	each	\$				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	101 500 each \$				
	501 1,000 each \$				
	1,001 2,959 each \$				
	YEAR FIVE (5)				
	RANGES FOR ORDERS PLACED FROM 1,461 DAC THROUGH 1,825 DAC.				
	FROM TO UNIT UNIT PRICE				
	1 100 each \$				
	101 500 each \$				
	501 1,000 each \$				
	1,001 2,959 each \$				
	(End of narrative C001)				
	<u>Packaging and Marking</u>				
	Packaging - See Section D; and Section J, Attachment 001 Performance Specification, Paragraph 5.0, and Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.				
	(End of narrative D001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: ORIGIN ACCEPTANCE: ORIGIN				
	FOB POINT: ORIGIN				
	DELIVERY WILL BE NINETY (90) DAYS AFTER DATE OF ORDER.				
	(End of narrative F001)				
0024	<u>OSCILLOSCOPE PCMCIA CARD</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	CLIN CONTRACT TYPE: Firm Fixed Price				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																
	<p>This is a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract. This CLIN is Firm Fixed Price (FFP). The effort shall be performed in accordance with Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>All production orders under the proposed contract will occur during the third, fourth and fifth years of the contract.</p> <p>The line item quantities are divided into ranges to allow pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for the third, fourth and fifth years of the contract.</p> <p>Warranty in accordance with the manufacturer's standard warranty for a minimum of one year. See Section J, Attachment 007 Special Contract Requirements, Paragraph 22 Warranty.</p> <p style="text-align: center;">(End of narrative B001)</p> <p>For any order of this item placed within 90 days of issuance of a previous order, the price for the new order quantity shall be derived by adding the quantity of the previous order to the quantity of the new order. The price of the previous order shall not change.</p> <p style="text-align: center;">(End of narrative B002)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <p>RANGE FOR ORDERS PLACED FROM 730 DAYS AFTER CONTRACT AWARD THROUGH 1,095 DAYS AFTER CONTRACT (DAC).</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>each</td> <td>\$</td> </tr> <tr> <td>51</td> <td>150</td> <td>each</td> <td>\$</td> </tr> <tr> <td>151</td> <td>339</td> <td>each</td> <td>\$</td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <p>RANGES FOR ORDERS PLACED FROM 1,096 DAC THROUGH 1,460 DAC.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>each</td> <td>\$</td> </tr> <tr> <td>51</td> <td>150</td> <td>each</td> <td>\$</td> </tr> <tr> <td>151</td> <td>339</td> <td>each</td> <td>\$</td> </tr> </tbody> </table>	FROM	TO	UNIT	UNIT PRICE	1	50	each	\$	51	150	each	\$	151	339	each	\$	FROM	TO	UNIT	UNIT PRICE	1	50	each	\$	51	150	each	\$	151	339	each	\$				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
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FROM	TO	UNIT	UNIT PRICE																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	<p><u>LABOR CATEGORIES:</u></p> <p>Project Engineering, Program Management, Inspection and Test Engineering services during year three (3), four (4) and five (5) of the contract, IAW Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>Note: Delivery of hardware/software requirements is not dependent upon acquisition of Project Engineering, Program Management, Inspection or Test Engineering service hours.</p> <p><u>OTHER DIRECT COSTS(ODCs):</u></p> <p>The Government has estimated ODCs at \$2,113,850; this amount is for budgetary purposes only and not to be construed as required under contract to be paid by the Government.</p> <p><u>TRAVEL:</u></p> <p>The Government has estimated Travel at \$600,000; this amount is for budgetary purposes only and not be be construed as required under contract to be paid by the Government.</p> <p>(End of narrative B001)</p> <p>YEAR THREE (3) - PRODUCTION BASE YEAR</p> <table border="0"> <thead> <tr> <th></th> <th><u>Hours</u></th> <th><u>Rate</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>Project Engineering</td> <td>2,334</td> <td></td> <td></td> </tr> <tr> <td>Program Management</td> <td>2,000</td> <td></td> <td></td> </tr> <tr> <td>Inspection</td> <td>5,143</td> <td></td> <td></td> </tr> <tr> <td>Test Engineering</td> <td>3,000</td> <td></td> <td></td> </tr> </tbody> </table> <p>YEAR FOUR (4)</p> <table border="0"> <thead> <tr> <th></th> <th><u>Hours</u></th> <th><u>Rate</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> </tbody> </table>		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	Project Engineering	2,334			Program Management	2,000			Inspection	5,143			Test Engineering	3,000				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>				
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W15P7T-04-R-A801 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Project Engineering 2,500				
	Program Management 2,000				
	Inspection 6,000				
	Test Engineering 4,000				
	YEAR FIVE (5)				
	<u>Hours</u> <u>Rate</u> <u>Amount</u>				
	Project Engineering 1,833				
	Program Management 1,714				
	Inspection 6,000				
	Test Engineering 3,000				
	(End of narrative C001)				
	<u>OTHER DIRECT COSTS:</u>				
	YEAR THREE (3) BASE YEAR				
	Price				
	YEAR FOUR (4)				
	Price				
	YEAR FIVE (5)				
	Price				
	<u>TRAVEL:</u>				
	YEAR THREE (3) BASE YEAR				
	Price				
	YEAR FOUR (4)				
	Price				
	YEAR FIVE (5)				
	Price				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C002)</p>				
0026	SECURITY CLASS: Unclassified				
0026AA	<p><u>OPTION YR 1- SERVICES (TIME & MATERIALS)</u></p> <p>This CLIN is the OPTION for year one (1). It is Time & Materials, covering four (4) labor categories, Other Direct Costs (ODC) and Travel.</p> <p>Labor categories are: Project Engineering, Program Management, Inspection and Test Engineering. Services shall be provided IAW Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>Option may be exercised anytime after the time the First Article Test Report has been approved by the Government up to 365 Days After Contract Award.</p> <p>Note: Delivery of hardware/software requirements is not dependent upon acquisition of Project Engineering, Program Management, Inspection or Test Engineering service hours.</p> <p><u>OTHER DIRECT COSTS (ODCs):</u></p> <p>The Government has estimated ODCs at \$350,000.00; this amount is for budgetary purposes only and not to be construed as required under contract to be paid by the Government.</p> <p><u>TRAVEL:</u></p> <p>The Government has estimated Travel at \$100,000.00; this amount is for budgetary purposes only and not be be construed as required under contract to be paid by the Government.</p> <p><u>OPTION YEAR ONE (1)</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;">Hours Rate Amount</p> <p>Project Engineering 1,000</p> <p>Program Management 1,000</p> <p>Inspection 2,829</p> <p>Test Engineering 1,650</p> <p><u>OTHER DIRECT COSTS:</u></p> <p>OPTION YEAR ONE (1)</p> <p style="padding-left: 40px;">Price</p> <p><u>TRAVEL:</u></p> <p>OPTION YEAR ONE (1)</p> <p style="padding-left: 40px;">Price</p> <p style="text-align: center;">(End of narrative B001)</p>				
0026AB	<p><u>OPTION YR 2- SERVICES (TIME & MATERIALS)</u></p> <p>This CLIN is the OPTION for year two (2). It is Time & Materials, covering four (4) labor categories, Other Direct Costs (ODC) and Travel.</p> <p>Labor categories are: Project Engineering, Program Management, Inspection and Test Engineering. Services shall be provided IAW Section J, Attachment 001, Performance Specification System Specification for the Maintenance Support Device-Version 2 (MSD-V2) and Attachment 003, Statement of Objectives.</p> <p>Option may be exercised anytime after 365 Days After Contract Award, up to 730 Days After Contract Award.</p> <p>Note: Delivery of hardware/software requirements is not dependent upon acquisition of Project Engineer, Program Manager, Inspection or Test Engineer service hours.</p> <p><u>OTHER DIRECT COSTS (ODCs):</u></p> <p>The Government has estimated ODCs at</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																				
	<p>\$350,000.00; this amount is for budgetary purposes only and not to be construed as required under contract to be paid by the Government.</p> <p><u>TRAVEL:</u></p> <p>The Government has estimated Travel at \$100,000.00; this amount is for budgetary purposes only and not be be construed as required under contract to be paid by the Government.</p> <p><u>OPTION YEAR TWO (2)</u></p> <table border="0" data-bbox="272 787 714 1071"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Hours</u></th> <th style="text-align: center;"><u>Rate</u></th> <th style="text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>Project Engineering</td> <td style="text-align: center;">1,000</td> <td></td> <td></td> </tr> <tr> <td>Program Management</td> <td style="text-align: center;">1,000</td> <td></td> <td></td> </tr> <tr> <td>Inspection</td> <td style="text-align: center;">2,828</td> <td></td> <td></td> </tr> <tr> <td>Test Engineering</td> <td style="text-align: center;">1,650</td> <td></td> <td></td> </tr> </tbody> </table> <p><u>OTHER DIRECT COSTS:</u></p> <p><u>OPTION YEAR TWO (2)</u></p> <p style="padding-left: 40px;">Price</p> <p><u>TRAVEL:</u></p> <p><u>OPTION YEAR TWO (2)</u></p> <p style="padding-left: 40px;">Price</p> <p style="text-align: center;">(End of narrative B001)</p>		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	Project Engineering	1,000			Program Management	1,000			Inspection	2,828			Test Engineering	1,650						
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Project Engineering	1,000																								
Program Management	1,000																								
Inspection	2,828																								
Test Engineering	1,650																								
0027	<p><u>DATA ITEM C001 - ENGINEERING CHANGE PROPOSAL</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: ENGINEERING CHANGE PROPOSAL (ECP)</p> <p>CONFIGURATION CONTROL DOCUMENT</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p>																								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	<p>Engineering Change Proposals shall be submitted when components are replaced due to obsolescence (at no additional cost to the Government) and when changes directed by the Government (i.e. upgrade the MSD-V2) will require additional funding. IAW Section J, Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements, and Exhibit D, DD FORM 1423, DI-CMAN-80639C, Data Item No. C001.</p> <p>(End of narrative B001)</p> <p><u>DATA ITEM E001 - NOTICE OF REVISION (NOR)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: NOTICE OF REVISION (NOR)</p> <p>CONFIGURATION CONTROL DOCUMENT</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>A Notice of Revision shall be submitted with an Engineering Change Proposal to describe a proposed change to a technical document. IAW Section J, Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements, and Exhibit F, DD FORM 1423, DI-CMAN-80642C, Data Item No. E001.</p> <p>(End of narrative B001)</p>				
0029	<p><u>DATA ITEM D001 - REQUEST FOR DEVIATION (RFD)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: REQUEST FOR DEVIATION (RFD)</p> <p>CONFIGURATION CONTROL DOCUMENT</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>A Request for Deviation shall be submitted when a proposed departure (non-conformance) from the contractually-specified configuration documentation for a specific number of units or for a specified period of time. IAW Section J, Attachment 003</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Statement of Objectives, Paragraph 2.6, Special Contract Requirements, and Exhibit E, DD FORM 1423, DI-CMAN-80640C, Data Item No. D001.</p> <p>(End of narrative B001)</p>				
0030	<p><u>DATA ITEM F001 - SPEC. CHANGE NOTICE (SCN)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: SPECIFICATION CHANGE NOTICE (SCN)</p> <p>CONFIGURATION CONTROL DOCUMENT</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>A Specification Change Notice shall be used to provide official notice to holders of the specification that changes as a result of an Engineering Change Proposal (ECP) can be incorporated into their copy(ies) of the specification. IAW Section J, Attachment 003, Statement of Objectives, Paragraph 2.6, Special Contract Requirements, and Exhibit G, DD FORM 1423, DI-CMAN-80643C, Data Item No. F001.</p> <p>(End of narrative B001)</p>				
0031	<p>SECURITY CLASS: Unclassified</p>				
0031AA	<p><u>WARRANTY - MSD-V2 KIT</u></p> <p>NOUN: FIVE YEAR WARRANTY</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty IAW Section J, Attachment 003 Statement of Objectives, Paragraph 2.6, Special Contract Requirements.</p> <p>Warranty is on a per unit basis.</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p>				
0031AB	<p><u>DATA ITEM G001 - WARRANTY PERFORMANCE REPORT</u></p> <p>NOUN: MSD-V2 KIT</p> <p>Warranty Quarterly Status Report. IAW Section J, Attachment 003, Statement of Objectives, Paragraph 2.6, Special Contract Requirements, and Exhibit H, DD Form 1423, DI-SESS-81639, Data Item No. G001.</p>		LO	\$ ** NSP **	\$ ** NSP **
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3</p> <p>FOB POINT: Destination</p>				
0032	<p>SECURITY CLASS: Unclassified</p>				
0032AA	<p><u>WARRANTY - ICE TEST ADAPTER KIT</u></p> <p>NOUN: ONE YEAR WARRANTY</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032AB	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Warranty IAW Section J, Attachment 003, Statement of Objectives, Paragrapgh 2.6, Special Contract Requirements.</p> <p>Warranty is on a per unit basis.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <p><u>DATA ITEM G001 - WARRANTY PERFORMANCE REPORT</u></p> <p>NOUN: ICE TEST ADAPTER KIT</p> <p>Warranty Quarterly Status Report. IAW Section J, Attachment 003, Statement of Objectives, Paragrapgh 2.6, Special Contract Requirements, and Exhibit H, DD Form 1423, DI- SESS-81639, Data Item No. G001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3</p> <p>FOB POINT: Destination</p>		DA	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 62 of 114****PIIN/SIIN** W15P7T-04-R-A801**MOD/AMD**

Name of Offeror or Contractor:

B-1. Performance increases, not directed by the Government, resulting from replacement of components due to obsolescence shall not result in any hardware price increase.

*** END OF NARRATIVE B 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 63 of 114
	PIIN/SIIN W15P7T-04-R-A801 MOD/AMD	

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-1	52.6905 DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999

1. The Document Summary List (DSL) (Attachment Nr 007) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

3. The Document Summary List is presented in the following format:

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME (CONTRACT REFERENCE)	DOCUMENT TITLE	DOCUMENT DATE	DOCUMENT CATEGORY
APPLICABLE TAILORING			

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 01 July 2004 and DODISS Supplement dated N/A or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated 01 April 2004. When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

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

b. 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. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

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

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMSDL. Obtain these documents from:

Name of Offeror or Contractor:

DODSSP
Building 4/Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

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- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

(X) date of contract award.

(End of clause)

C-2 52.6930 POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK) SEP/1992

Within -1- days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

C-3 52.7910 INSURANCE SEP/1992

Pursuant to the contract clause in Section I entitled 'Insurance - Work on a Government Installation', FAR 52.228-05, the contractor shall carry insurance of the types and in the minimum amounts set forth in FAR 28.307-2.

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- Maximum of 100 unit packs per intermediate container.
- Maximum net load of 40 pounds.
- Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-2 52.7047	BAR CODE MARKING	OCT/2001
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Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

D-3 52.7048	INSECT INFESTION PREVENTION	SEP/2002
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For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

"Nonmanufactured soft and hard wood materials identified as intended for use in the construction of wooden pallets, wood containers, and blocking and bracing shall be Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified, and marked by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001."

For all contracts that require materiel to be packaged by the manufacturer the following applies:

"All wooden pallets, container interior blocking and bracing, and wood containers produced entirely or in part of nonmanufactured species shall be constructed of wood Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified and marked accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001"

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-06	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-6	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENTS POINTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-
(City, County, State)

Packaging and Packing: -2-
(City, County, State)

Shipping Point (at or near): -3-
(Street Address, City, State, Zip Code)

Producing facilities: -4-
(Owner, Street Address, City, State, Zip Code)

Operator: -5-
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-3	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: MSD-V2 Systems

Initiating Activity: Test, Measurement and Diagnostic Equipment Program Executive Office_

Controlled Item Report Requirements: -3-Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Suzanne Tilton

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Organization Code: AMSEL-AC-CA-RT-H_

Telephone Area Code and No.: (732)-532-5537

DSN/Autovon No.: 992-532-5537

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-Address: -10-
(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-4 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer
Instructions to Administrative Contracting Officer*
Instructions to other Defense Contract Management Command personnel*
Instructions to Defense Finance Administration Services
Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: MICROSOFT WINDOWS 2000

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Routine Letters
- Requests for Proposals under the contract
- Price Issues (except contractor pricing data)
- Contract Data Requirements List Submittals
- Contract Data Requirements List Comments
- Approvals/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 megabyte)
- Revised Shipping Instructions
- Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: michael.doelling@mail1.monmouth.army.mil
The Contract Specialist's e-mail address is: suzanne.tilton@mail1.monmouth.army.mil
The Technical Point of Contact's e-mail address is: kenneth.van@us.army.mil

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

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request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph(h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract and that, under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon the vendor's delivery of such property. Title to all other property, the cost of which is to be reimbursed to the Contractor under this contract and that under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon --

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or its use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) Title to equipment (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; provided, that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with funds available for research and having an acquisition

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cost of \$5,000 or more shall vest as set forth in the contract. If title to equipment vests in the Contractor under this subparagraph c)(4), the Contractor agrees that no charge will be made to the Government for any depreciation, amortization, or use under any existing or future Government contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all equipment to which title is vested in the Contractor under this subparagraph (c)(4) within 10 days following the end of the calendar quarter during which it was received.

(5) Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C.2000d. Before title is vested and by signing this contract, the Contractor accepts and agrees that --

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment).

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish

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and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) [The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, [with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. T]he Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

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(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government"

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and "United States Government-furnished," respectively.

(End of clause)

H-5 52.7420 STATEMENT OF SERVICES RENDERED AND ACCEPTED NOV/1997

(a) For purposes of obtaining government certification as to the contractor's performance, upon completion of the services called for herein, the contractor shall submit to the Contracting Officer's Representative (COR) (who in Table 1 of Appendix F, "Material Inspection and Receiving Report" (DFARS 252.246-7000) is the consignee) a Statement of Services Rendered and Accepted (AMSEL AC Form 5124) along with a Material Inspection and Receiving Report (DD Form 250). If performance is found to be satisfactory, the COR will so accept the services on the DD Form 250.

(b) The contractor shall submit either invoices or vouchers which shall be supported by the executed DD Form 250. If Standard Form 1034, Public Voucher for Purchases and Services other than Personal is used, submission through the cognizant DCAA to the cognizant payment office is required. Standard Form 1034 shall be used for Cost Reimbursement as well as Time and Materials and Labor Hour type contracts.

(c) A copy of each payment request shall be submitted to the Contracting Officer.

PROCEDURAL NOTE: In accordance with FAR 32.905(c), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date that the designated Government official accepted the supplies or services.

(6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-6 52.7630 YEAR 2000 COMPLIANCE APR/2001

The contractor shall ensure that products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are year 2000 compliant as defined at FAR Part 39.

1. Government Furnished Property

a. The following software will be available six (6) months prior to the start of the first production unit.

- (1) ICE Software
- (2) Norton AntiVirus Software
- (3) MSD-V2 System Interactive Electronic Technical Manual Software
- (4) Home Page Dial-up
- (5) MSD-V2 System Operator Training Software

b. Responsibility for Government Furnished Property - The Contractor shall be responsible for preventing damage to all Government Furnished Property/Equipment (GFP/GFE)

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while being moved, handled, disassembled, inspected, repaired, updated/modified, reassembled, stored, and shall repair all such damages at no cost to the Government. After each item has been repaired, inspected and accepted, it must then be repackaged prior to shipment.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT/1997
I-22	52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	JAN/1999
I-23	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERN	JAN/1999
I-24	52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-25	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-26	52.222-03	CONVICT LABOR	JUN/2003
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/1995
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-8	DUTY- FREE ENTRY	FEB/2000
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-37	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.227-03	PATENT INDEMNITY	APR/1984
I-40	52.227-09	REFUND OF ROYALTIES	APR/1984
I-41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-42	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-44	52.232-01	PAYMENTS	APR/1984
I-45	52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	DEC/2002
I-46	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-47	52.232-11	EXTRAS	APR/1984
I-48	52.232-16	PROGRESS PAYMENTS (APR 03) AND ALTERNATE I (MAR 2000)	APR/2003
I-49	52.232-17	INTEREST	JUN/1996
I-50	52.232-22	LIMITATION OF FUNDS	APR/1984
I-51	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-52	52.232-25	PROMPT PAYMENT	OCT/2003
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES	JUL/2002

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I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.233-3	PROTEST AFTER AWARD (AUG 1996) AND ALTERNATE I (JUN 1985)	AUG/1996
I-57	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-60	52.243-03	CHANGES - TIME-AND-MATERIAL OR LABOR-HOURS	SEP/2000
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-64	52.248-1	VALUE ENGINEERING	FEB/2000
I-65	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-66	52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) AND ALTERNATE IV (SEP 1996)	MAY/2004
I-67	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-69	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-70	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-71	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-72	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-73	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-74	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-75	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-77	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) AND ALTERNATE I (APR 2003)	APR/2003
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-79	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-80	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-81	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-82	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-83	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-84	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-87	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-88	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-89	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-90	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-91	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-92	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-93	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-94	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) AND ALTERNATE I (JAN 1997)	SEP/1989

(a) The Contractor shall test 55 unit(s) of SLIN 0005AA MSD-V2 Kit, and 5 unit(s) of SLIN 0015AA Ice Test Adapter Kit as specified in this contract. At least 30 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 210 calendar days from the date of this contract to SFAE-CSS-ME-T-APA 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 further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(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

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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 acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for convenience of the Government.

(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-95 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from -1- through -2-.

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

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

(End of clause)

I-96 52.216-19 ORDER LIMITATIONS OCT/1995

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

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

(1) Any order for a single item in excess of a quantity of 12,500;

(2) Any order for a combination of items in excess of a quantity of 24,500; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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(End of clause)

I-97 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

(End of clause)

I-98 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within -1-.

I-99 252.211-7003 UNIQUE ITEM IDENTIFICATION AND VALUATION JAN/2004

[252.211-7003 Item Identification and Valuation.

As prescribed in 211.274-3, use the following clause:

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(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.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

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 number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

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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/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., 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 a registration (or controlling) authority. 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; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority. Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

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

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

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

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/uid>.

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

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification

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equivalent, for-

- (i) All items for which the Governments unit acquisition cost is \$5,000 or more:

<u>Contract Line</u>	<u>Item Description</u>
0005	MSD-V2 Kit US Requirements
0015	ICE Test Adapter Kit US Required_____

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

Contract Line, Subline, Item Description

- (iii) Subassemblies, components, and parts embedded within items as specified:

<u>Contract Line</u>	<u>Item Description</u>
	European Power Adapter if a fuse is required
	Cable, Volt-Ohm Extnesion
0011	External Battery Charger if a fuse is required
0016	Ice Box
0018	Dearborn Protocol Adapter
0021	MIL-STD-1553B PCMCIA Card

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

- (3) Data syntax and semantics. The Contractor shall-

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

- (4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with 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) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.*

- (2) Unique identifier,** consisting of-

Name of Offeror or Contractor:

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Governments unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractors CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

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

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Name of Offeror or Contractor:

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)]

I-100 52.243-07 NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ____ calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ____ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

Name of Offeror or Contractor:

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I-101 52.245-2 ALT I GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (JUN 2003) AND ALTERNATE JUN/2003
(DEV) I (APR 1984) (DEVIATION DAR TRACKING No. 99-00008 (JUL 99))

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract, or

Name of Offeror or Contractor:

(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract.

The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph(h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph(b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph(collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon --

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance,

Name of Offeror or Contractor:

repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.

(3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

Name of Offeror or Contractor:

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

Para (6) for DoD:

(6) [The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, [with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. T]he Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the

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Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government --

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 92 of 114****PIIN/SIIN** W15P7T-04-R-A801**MOD/AMD****Name of Offeror or Contractor:**

this/these address(es):

<http://www.arnet.gov/far><http://farsite.hill.af.mil>

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL DATA ITEM A001	02-JAN-2004	001	EMAIL
Exhibit B	CDRL DATA ITEM A002	02-JAN-2004	001	EMAIL
Exhibit C	CDRL DATA ITEM B001	02-JAN-2004	001	EMAIL
Exhibit D	CDRL DATA ITEM C001	02-JAN-2004	001	EMAIL
Exhibit E	CDRL DATA ITEM D001	02-JAN-2004	001	EMAIL
Exhibit F	CDRL DATA ITEM E001	02-JAN-2004	001	EMAIL
Exhibit G	CDRL DATA ITEM F001	02-JAN-2004	001	EMAIL
Exhibit H	CDRL DATA ITEM G001	02-JAN-2004	001	EMAIL
Attachment 001	PERFORMANCE SPECIFICATION SYSTEM SPECIFICATION FOR MSD-V2	18-FEB-2004	028	EMAIL
Attachment 002	DRAWINGS - ICE TEST ADAPTER KIT PROVIDED ON CD-ROM			MAIL
Attachment 003	STATEMENT OF OBJECTIVES	18-FEB-2004	003	EMAIL
Attachment 004	PRICING WORKSHEET	05-FEB-2004	013	EMAIL
Attachment 005	PERFORMANCE RISK ASSESSMENT QUESTIONNAIRE	01-FEB-2004	004	
Attachment 006	STATEMENT OF SERVICES	19-JUL-1999	002	DATA
Attachment 007	DOCUMENT SUMMARY LIST (DSL)	05-MAY-2004	002	EMAIL

Drawings are available on CD-ROM. Additional changes are not anticipated; be advised that the Government reserves the right to alter these drawings at any time. Please submit all requests for a CD-ROM via email, clearly indicating the Point-of-Contact name and mailing address. Send email to:

George Borowski: george.borowski@mail1.monmouth.army.mil

OR

Diane Torry: diane.torry@mail1.monmouth.army.mil

*** END OF NARRATIVE J 001 ***

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
K-3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
K-4	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-6	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-7	252.225-7021	TRADE AGREEMENTS	JAN/2004
K-8	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-9	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-10	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334111.

(2) The small business size standard is 100% Small Business Set-Aside.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It ___is, ___is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___is, ___is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Name of Offeror or Contractor:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

Name of Offeror or Contractor:

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-11 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985
(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-12 52.204-3 TAXPAYER IDENTIFICATION OCT/1998
(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

Name of Offeror or Contractor:

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN:_____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal Government;

() Other. State basis._____

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt):

() Corporate entity (tax-exempt):

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

Name of Offeror or Contractor:

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-13 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES AUG/1987
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K-14 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS
(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
(i) The Offeror and/or any of its Principals-
(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-15 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street
Address, City, State, County,
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror
or respondent

(End of provision)

K-16 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that-

(a) it () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, -filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-17 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-18 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires

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submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-19

52.227-06

ROYALTY INFORMATION

APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

Name of Offeror or Contractor:

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-20 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003
(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____

(End of provision)

K-21 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003
(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

- (i) Exceeds \$500,000 in value; and
- (ii) Could be performed inside the United States or Canada.

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(b) Information to be reported includes that for-

- (1) Subcontracts;
- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using-

- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)]

K-22 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-23 52.7130 INSURANCE STATEMENT OF OFFEROR APR/1991

The contractor represents that it will comply with all federal and state laws pertaining to workers' compensation and employer's liability coverage, and any other insurance coverage required by law. The contractor further agrees to continue such coverage in effect during the performance of this contract and to notify the Contracting Officer of any change in such coverage.

K-24 52.7251 ELECTION OF QUALITY SYSTEM STANDARD (MATURE DESIGN) NOV/1996

1. Scope. This provision prescribes the requirements for election of a Quality System Standard by bidders/offerors in the clause entitled 'Higher Level Contract Quality Requirement.' The intent is to have an ISO 9000 standard (ANSI/ASQC Q9002) or an equivalent commercial standard.

2. Election of Standard. The bidder/offeror shall insert an 'X' below to indicate which quality standard will be elected for this contract, fill in the information in the blanks and return the completed election with the bid/proposal.

a. _____ The bidder/offeror elects to use an ISO 9000 standard (ANSI/ASQC Q9002)

b. _____ The bidder/offeror elects to use an equivalent commercial standard for the Higher Level Contract Quality Requirements.

Number _____ Title _____ Date _____

3. Government Verification. A quality system orientation conference may be scheduled within 90 days of contract award at the contractor's facility. This conference may be held concurrently with the Post-Award Conference, is required. The quality system described will be discussed in relation to the contract requirements, and the contractor's quality system documentation shall be made available for government review. The government has the right to review the contractor's quality system and require correction whenever it, or any portion thereof, fails to meet the quality requirements set forth in the contract.

4. Terminology. Terminology shall be defined by ANSI/ASQC A3, Quality Systems Terminology.

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5. Third Party Certifications. Certification of compliance to ANSI/ASQC Q9002 by an independent third party is not required. If certification has been obtained by the contractor, it may be offered to the government as proof of system compliance. However, the government will retain the right to review the system as described in paragraph 3 above.

6. Selection. Selection of either ANSI/ASQC Q9002 or equivalent does not provide a bidder/offeror with an advantage in the evaluation process. The purpose of this option is to allow each bidder/offeror the opportunity to use their normal quality system in the event that the system in place complies with ANSI/ASQC Q9002.

7. ANSI/ASQC Q9001. In the event that a bidder/offeror has a quality system complying with ANSI/ASQC Q9001, with or without third party certification, then that system will be considered as compliant with ANSI/ASQC Q9002. Any contract awarded as a result of this solicitation will not require government surveillance or audit of those elements of ANSI/ASQC Q9001 that are not a part of ANSI/ASQC Q9002.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) AND ALTERNATE I (OCTOBER 1997)	MAY/2001
L-2	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-5	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
L-6	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates awarding from this solicitation:

1. a Firm-Fixed-Price Contract on SLINS 0001 thru 0024, 0027 thru 0032.
2. a Time & Material on SLIN 0025, 0026AA and 0026AB.

(End of Provision)

L-7 52.233-2 SERVICE OF PROTEST AUG/1996
 (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Michael C. Doelling, CECOM Acquisition Center, AMSEL-AC-CA-RT-H, 1208 Rittko Avenue, Fort Monmouth, NJ 07703-5008.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-8 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
 This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

L-9 52.XXXX AMC-LEVEL PROTEST PROGRAM FEB/2004
 LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004
 52.7251

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command
 Office of Command Counsel

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ATTN: AMCCC-PL
9301 Chapek Road
Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775
Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC).

The CC website address is:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

L-10 52.7395 COST OF MONEY FOR FACILITIES CAPITAL SEP/1997
Defense contractors will calculate the cost of money for facilities capital employed in accordance with FAR Part 31. This is an overhead cost that is separately identified for pricing purposes. The contractor will include information regarding existing facilities and new facility investments for evaluation (see FAR 31.205-10(a)(1)). In addition, contractors shall prepare and submit to the Administrative Contracting Officer, Form CASB-CMF (Facilities Capital Cost of Money Factors Computation).

PROPOSAL SUBMISSION.

1. Proposals shall remain valid for a minimum of 180 days from the closing date for receipt of proposals.
2. Proposals shall be submitted electronically via the Army Single Face to Industry Interactive Business Opportunities Page (IBOP). The Uniform Resource Locator (URL) for the IBOP is [<https://abop.monmouth.army.mil/>](https://abop.monmouth.army.mil/). During the transmission, the proposal will be encrypted with the IBOP's commercial 128-bit Secure Socket Layer (SSL) security feature. Also note that each document posted to the IBOP has a time stamp on it. This stamp identifies to the Contracting Officer and the Offeror the date and time the proposal was received. This feature also identifies the time and date every time a solicitation or message is posted. The server clock is based on Eastern Standard Time (EST).
3. Offerors will need to be registered users in the IBOP in order to submit proposals. Please contact the 1-888-414-2677 IBOP toll-free help desk for assistance in the use of the IBOP. WARNING: PLEASE DO NOT WAIT UNTIL THE LAST MINUTE TO SUBMIT YOUR PROPOSALS. TO AVOID SUBMISSION OF LATE PROPOSALS, WE RECOMMEND THE TRANSMISSION OF YOUR PROPOSAL FILE 24 HOURS PRIOR TO THE REQUIRED PROPOSAL DUE DATE AND TIME. Offerors are encouraged to practice submitting proposals in the DEMO section of the IBOP in order to gauge the length of transmission via the Internet.
4. The Offerors submission shall consist of five (5) volumes as follows: I) Executive Summary; II) Technical; III) Performance Risk; IV) Price; and V) Solicitation, Offer and Award Documents and Certifications/Representations. The electronic proposal shall consist of separate files as set forth below. Microsoft Office 2000 software shall be used to complete the required .xls files and to create the .doc files. Adobe Acrobat version 5.0 or less shall be used to create .pdf files. The proposal submission files shall be compressed (zipped) into one self-extracting file titled Proposal.exe using WinZip or Pkware software. The titles for each file are shown in the following table:

Table-1 Proposal Files		
VOLUME	TITLE	FILE NAME
I	EXECUTIVE SUMMARY [Para 7a]	XXX-EXECL.doc
II	Engineering Approach [Para 7b(1)]	XXX-ENGINAPP.doc
	MSD-V2 Weight [Para 7b(2)]	XXX-MSDV2WT.doc
	First Article Test Plan [Para 7b(3)]	XXX-FATPLAN.doc
	Warranty [Para 7b(4)]	XXX-WARRANTY.doc
	Management Approach [Para 7b(5)]	XXX-MNGMT.doc
III	Summary of Relevant Contract Experience [Para 7c(1)]	XXX-EXPER.xls
	Contract Descriptions [Para 7c(2)]	XXX-DESC.doc
	-if Cure Notice or Show Cause applicable	XXX-CURESHOW.pdf
	Subcontracts [Para 7c(3)]	XXX-SUBCONTRACTS.doc
	Performance Risk Assessment Questionnaire [Para 7c(5)]	XXX-PRAG.doc

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IV PRICE PROPOSAL [Para 7d] W15P7T-04-R-A801.pdf
XXX-A801PRICE1.xls
XXX-A801PRICE1.doc

V SOLICITATION, OFFER AND AWARD DOCUMENTS AND REPRESENTATIONS/ CERTIFICATIONS [Para 7e] XXX-OFRREP.pdf

NOTE: "XXX" is a three (3) letter abbreviation of the Offeror's company name. For example: ABC Inc. would use ABC-TECH1.doc, ABC-PERF1.doc, ABC-A801PRICE1.xls, ABC-A801PRICE1.doc, ABC-OFRREP.pdf. and any subsequent submissions of the proposal would change the number in the file name (e.g.- XXX-A801PRICE2.xls, XXX-A801PRICE3.xls, and so on).

5. All information shall be confined to the appropriate volume/file. The Offeror shall confine its submissions to essential matters sufficient to define the proposal and to provide an adequate basis for evaluation. No price information shall be presented in any part of the proposal except Volumes IV and V, PRICE PROPOSAL and SOLICITATION, OFFER AND AWARD DOCUMENTS AND REPRESENTATIONS/ CERTIFICATIONS. Files shall not contain classified data. The files shall only contain internal file hyperlinks and/or proposal hyperlinks; external hyperlinks to other documents shall not be permitted.

6. FORMAT - The submission shall be clearly indexed and logically assembled. Each section described below shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Contents feature in MS Word. The required spreadsheets and documents (PRICE.xls, EXPER.xls) shall be created using the templates provided. MS Word files (.doc) shall use the following Page Setup parameters:

Margins - Top, Bottom, Left, Right - 1
Gutter - 0
From Edge - Header, Footer - 0.5
Page Size, Width - 8.5
Page Size, Height - 11
Line Spacing - Single

The following additional restrictions apply:

Each paragraph shall be separated by at least one blank line. Times New Roman font is required. A standard, 12-point minimum font size applies (font sizes 10, 9, and 8 will be considered acceptable for graphics, figures, and tables). Letter-size (8 1/2" x 11" with no fold-outs) paper shall be used; however, Volume II will permit 11 x 17 pages for use with Gantt charts. All information (including text, graphics, figures and tables) shall be submitted in black; no color shall be used in preparation.

7. CONTENT - Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section and Narrative discussion. The Summary Section shall contain a brief abstract of the file.

The Statement of Objectives (SOO) provides the Governments overall objectives for this solicitation. The Offeror shall use the SOO, together with the other applicable portions of this RFP, as the basis for preparing its proposal, which includes a Statement of Work (SOW) and Contract Data Requirements Lists (CDRLs), DD Form 1423. The Offeror shall ensure all aspects of the SOO are addressed. The SOW should be clear and understandable in terms of the work to be done in developing or producing the goods to be delivered or services to be performed by the contractor. Preparation of an effective SOW requires both an understanding of the goods or services that are needed to satisfy a particular requirement and an ability to define what is required in specific, performance based, quantitative terms. The Offerors understanding of both required goods/services and the work effort required to accomplish shall be fully demonstrated in the Offerors proposed SOW and CDRLs. The Offeror shall use its proposed SOW to prepare any CDRLs including appropriately tailored data item description references. The requirements listed below are known Government data requirements. The Offeror may include additional data requirements. All additional data requirements shall be traceable to specific tasks defined in the SOW. Each specific data requirement shall be selected from DoD 5010.12-L and specified on DD Form 1423.

Engineering Change Proposal (DI-CMAN-80639C)
Test/Inspection Reports (DI-NDTI-80809B)
Interim Test Report
First Article Test Report
Inspection and Test Plan (DI-QCIC-81110)
Request for Deviation (DI-CMAN-80640C)
Notice of Revision (DI-CMAN-80642C)

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Specification Change Notice (DI-CMAN-80643C)
Warranty Performance Report (DI-SESS-81639)

Proposals shall be sectioned as follows:

a. VOLUME I - EXECUTIVE SUMMARY.

The Executive Summary shall summarize the contents and discuss the highlights of Volumes II and III only. Offerors are reminded that the Executive Summary is an introductory summation of the proposal. No information shall be in the Executive Summary that does not appear elsewhere in the proposal. The Executive Summary is for information only and will not be evaluated.

b. VOLUME II - TECHNICAL PROPOSAL.

Narrative discussions shall be related to the applicable MSD-V2 System Performance Specification and SOO. The technical proposal shall consist of the following sections and shall specifically address:

1. SECTION 1 - Engineering Approach.

This Section shall present detailed information adequate to demonstrate:

(a) That the Offerors proposed solution meets or exceeds all technical requirements, as defined in the MSD-V2 System Performance Specification and the SOO.

(b) That the Offerors proposed solution is ergonomically suitable, i.e., lends itself to ease of use and effective interaction with the soldier user.

(c) That the Offerors quality system is thorough and adequate to ensure that a consistently high-quality product is delivered.

2. SECTION 2 - MSD-V2 Weight.

The Offeror shall demonstrate that the Offerors proposed solution meets or exceeds the MSD-V2 weight requirement as specified in paragraph 3.2.1.3.2 of the MSD-V2 System Performance Specification, to include a detailed weight analysis of the components (i.e., motherboard, keyboard, display, hard drive, etc.) which comprise the MSD-V2.

3. SECTION 3 - First Article Test Plan.

The Offeror shall describe the manner in which the Offerors first article test plan will include all elements required to prove conformance to the technical, functional, physical, environmental, and reliability requirements of the MSD-V2 System Performance Specification and the SOO, and the Offerors ability to meet the contractually required schedule for delivery of the final report on the contractor-conducted first article test 210 days after contract award.

4. SECTION 4 - Warranty.

The Offeror shall describe the manner in which the Offerors proposed warranty program meets or exceeds the MSD-V2 System warranty requirements specified in the MSD-V2 System SOO.

5. SECTION 5 - Management Approach.

The Offeror shall describe the roles of the team members, if any, and subcontractors, if any. Additionally, the Offeror shall describe its efforts and successes in implementing innovative business practices and how these practices will provide the Government the best possible managerial and technical support while working toward continuous process and performance improvement.

c. VOLUME III - PERFORMANCE RISK.

The Offeror shall submit a list of all Government contracts (prime and major subcontracts in performance or awarded on or after 01 January 2001), which are relevant to the efforts required by this solicitation. Relevant is defined as those development and/or production contracts for equipment similar in complexity and technology to the MSD-V2 System. Major subcontractors are subcontractors who will perform at least 20% of the MSD-V2 System estimated dollar amount or who will provide any of the following critical hardware: Motherboard, hard disk drive, DVD+RW/CD-RW drive, display, external battery charger, transit case, and ICE Interconnecting Box. Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order.

The Performance Risk Volume shall be organized into the following sections:

1. SECTION 1- Summary of Relevant Contract Experience. The Offeror shall complete the file named XXX-EXPER.xls located in Section J. The following information is required for each contract that meets the criteria of paragraph 7c above:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS number.

Name of Offeror or Contractor:

- (b) Government contracting activity, address, telephone and fax numbers.
- (c) Procuring Contracting Officers (PCO) name, e-mail address, telephone and fax numbers.
- (d) Government's technical representative/Contracting Officers Representative (COR) name, e-mail address, telephone and fax numbers.
- (e) Government contract administration activity and the Administrative Contracting Officers (ACOs) name, e-mail address, telephone and fax numbers.
- (f) Government contract administration activitys Pre-Award Monitors name, e-mail address, telephone and fax numbers.
- (g) Contract Number and, in the case of Indefinite Delivery Type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.
- (h) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc. In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc).
- (i) Awarded price/cost.
- (j) Final or projected final price/cost.
- (k) Original delivery schedule, including dates of start and completion of work.
- (l) Final or projected final delivery schedule, including dates of start and completion of work.

2. SECTION 2 - Contract Descriptions. The Offeror shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is similar to the requirements of this solicitation. For any contracts which did not/do not meet original cost, schedule or performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective actions taken to avoid recurrence. The Offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offeror shall also provide a copy of any Cure Notices or Show Cause letters received on each contract listed and a description of any corrective action taken (XXX-CURESHOW.pdf). The Offeror shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

3. SECTION 3 - Subcontracts. The Offeror shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractors corporate entity and among the proposed subcontractors. The Offeror shall provide a list of major subcontractors and the dollar value of the work they will perform. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government Specification and SOO.

4. SECTION 4 - New Corporate Entities. New corporate entities may submit data on prior relevant contracts (in performance or awarded on or after 01 January 2001) involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

5. SECTION 5 - Performance Risk Assessment Questionnaire. For all contracts identified in Section 1, Performance Risk Assessment Questionnaires (See Section J of the RFP) must be completed and submitted. The Offeror shall complete Part I of the Performance Risk Assessment Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract (One (1) Point of Contact (POC) and one (1) contract per questionnaire.) The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Officer, Michael C. Doelling at Michael.doelling@mail1.monmouth.army.mil <<mailto:Michael.doelling@mail1.monmouth.army.mil>> within three (3) days of receipt. The Offerors shall also e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list within 15 calendar days of the release of the RFP. The POC List shall be submitted in MS Word for Windows Table Format to include the following fields: Solicitation Number; Offeror Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address; Date E-Mailed to the POC (month/day).

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d. VOLUME IV - PRICE PROPOSAL SUBMISSION.

The Offeror's Price Proposal shall reflect a Firm Fixed Price (FFP)/Time and Materials (T&M) type contractual effort.

For the FFP requirements, a breakdown of cost data is not required under this solicitation because the Contracting Officer anticipates adequate price competition. However, in the event that the Contracting Officer subsequently determines that price competition is inadequate for this acquisition, detailed cost data may then be requested in compliance with law and regulations. The Offerors price proposal submission shall consist of at least two but no more than three files. The first file is named W15P7T-04-R-A801.pdf. This is the solicitation file. Each Offeror is to insert all proposed prices into Section B of this file. If the Offeror determines that additional CDRLs are necessary in its proposal, the Offeror should add these CDRLs to Section B, starting with CLIN/SLIN 0033. The second file is the Microsoft 2000 Excel spreadsheet file named XXX-A801PRICE1.xls. This file is provided to compute the Total Evaluated Price in accordance with (IAW) Section M of the RFP. This file contains three worksheets. In the first worksheet named Section B, the Offeror shall insert the same proposed prices as in the W15P7T-04-R-A801.pdf file. The second and third worksheets named SLIN Price Eval and Summary Price Eval contain all the formulas needed to compute the Total Evaluated Price IAW Section M. The formulas are based upon the CLIN/SLIN structure and quantity ranges contained in Section B and labor categories contained in Table 2. If any narrative is needed to explain the Offerors price proposal that cannot be included in the Microsoft 2000 Excel spreadsheet file, then the Offeror will submit a third Microsoft 2000 Word file named XXX-A801PRICE1.doc.

The Offeror shall not attempt to change or delete any CLINs/SLINs or propose different quantity ranges than those provided in Section B or change any formulas in any of the worksheets.

Section B in the solicitation PDF file should only be changed by the Offeror to incorporate unit prices or add additional CLINs/SLINs and respective pricing for additional CDRLs. The Government will incorporate any necessary changes in the ultimate award document. Once these changes are made, a total evaluated price will automatically be computed. This must be done for each area explained below (e.g.- Firm-Fixed Price Spares and Time & Materials). If there are any discrepancies between the prices shown in the electronic copy of Section B in the file W15P7T-04-R-A801.pdf and the prices shown in the MS Excel price file XXX-A801PRICE1.xls, Section B will take precedence.

(a) Firm Fixed Price. The Offeror shall complete all prices for CLINs/SLINs 0001 through 0024 and 0027 through 0032 in Section B of the solicitation file W15P7T-04-R-A801.pdf and Section B pricing worksheet in the MS Excel pricing file XXX-A801PRICE1.xls for all years. The prices in both files should be identical. For the range quantity CLINs/SLINs, the Offeror will insert unit prices for all quantity ranges and all years. The quantity ranges shall not be changed. The Offeror must explain any item not priced (e.g.- our proposed configuration has only one spare LRU priced in SLIN 0021).

(b) Not Separately Priced (NSP) Line Items. For all items under which the Government/Offeror indicates, not separately priced (NSP), the Offeror will advise under what line item that cost is included. The Government has the right to withhold payment under the line item with the embedded cost until the Government accepts the NSP line item. The Offeror shall explain in detail any other notation such as N/A and shall not enter \$0.00.

(c) Time and Materials. Each Offeror shall propose loaded hourly labor rates for each of the two (2) option years and the three (3) production years for the categories and hours listed in Table 2 below. When subcontracting or teaming is proposed, rates must be clearly distinguished as either the Offeror's rate or the proposed subcontractor's rate. In accordance with FAR 52.232-7(b), prime Offeror profit shall not be allowed on proposed subcontractor loaded labor rates, other direct costs and materials. Proposed subcontractors will be held to the same requirements with regard to lower tiered proposed subcontractors. Listed below are the labor category job descriptions that the Government believes will be necessary to accomplish the work anticipated under the T&M CLINs/SLINs. Offerors shall refer to CLIN 0025 for the production years and CLIN 0026 for the option years. For evaluation purposes, the Government has included \$2,113,850.00 for Other Direct Costs and \$600,000.00 for travel in the production years, and \$700,000 for Other Direct Costs and \$200,000 for travel in the option years. Offerors shall propose these values. Refer to the table below for the yearly estimate. No composite rates shall be proposed. The hours set forth in the solicitation will be allocated between the Offeror and its proposed subcontractors. The table below depicts the estimated labor hours by labor category that will be used in the evaluation:

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Table-2 Time & Materials Effort

<u>Labor Category</u>	<u>Estimated Labor Hours</u>				
	<u>Option</u>		<u>Production</u>		
	05	06	07	08	09
Project Engineering	1000	1000	2334	2500	1833
Program Management	1000	1000	2000	2000	1714
Inspection	2829	2828	5143	6000	6000
Test Engineering	1650	1650	3000	4000	3000
Total hours =	6479	6478	12,477	14,500	12,547

<u>Travel/ODCs</u>	<u>FY in dollars</u>				
	<u>Option</u>		<u>Production</u>		
	05	06	07	08	09
ODCs	350,000	350,000	798,500	704,950	610,400
Travel	100,000	100,000	200,000	200,000	200,000
Option ODCs -	\$ 700,000.00				
Option Travel -	\$ 200,000.00				
Production ODCs -	\$ 2,113,850.00				
Production Travel -	\$ 600,000.00				

Labor Category Job Descriptions

PROJECT ENGINEERING

Interacts with system users to translate their requirements into systems, hardware, and software requirements and design. Participates in the development of test strategies. Leads a team of at least two engineer/analyst professionals.

A minimum of five (5) years experience solving engineering problems (or managing the solution of engineering problems) in the functional area to which assigned is required.

A Bachelors Degree (or a Masters Degree) in computer science, electronics engineering or other engineering or technical discipline is required. An advanced degree in computer science, electronics engineering or other engineering or technical discipline is desirable.

PROGRAM MANAGEMENT

Plans, coordinates, and directs the activities of administrative, program control, and technical personnel involved in providing services in fulfillment of the contract. Must have a thorough understanding and experience in the complete life-cycle of military systems similar to the MSD-V2 System. Must have knowledge and experience with Department of Defense (DoD)/Army plans, policies, standards, and methods aimed at the acquisition and support of software and computer resources for Army systems. Manages and controls schedules and cost to provide on time, within budget, performance of all aspects of the contractual effort. Provides direction for operations and ensures compliance with all technical problems. Provides recommendations for resolution of computer engineering, or software development.

The Program Manager must at all times be a role model to subordinate employees, be a workforce motivator, and be a provider of constructive criticism.

A minimum of ten (10) years management experience in computer systems development, management policies, plans, and procedures is required.

A Bachelors Degree in any discipline is required. An advanced degree in management, business administration, computer science, or any engineering discipline is desirable.

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INSPECTION

Defines, documents, analyzes, performs, and interprets developmental tests for new and/or modified products or product components. Investigates and resolves operational problems in conjunction with other engineering and technical personnel. Provides technical support and advice to other engineering groups. Guides and directs lower level personnel on the set-up and performance of tests. Acts as liaison with outside suppliers in establishing or modifying specifications for purchased items. Devises and applies testing procedures for parts or sub-assemblies received from outside vendors. Participates in the development, maintenance and refinement of internal quality control and reliability programs.

A minimum of seven (7) years experience as a test analyst (or similar job title) in the functional area to which assigned is required.

TEST ENGINEERING

Defines, documents, analyzes, performs, and interprets developmental tests for new and/or modified products or product components. Investigates and resolves operational problems in conjunction with other engineering and technical personnel. Provides technical support and advice to other engineering groups. Guides and directs lower level personnel on the set-up and performance of tests. Acts as liaison with outside suppliers in establishing or modifying specifications for purchased items. Devises and applies testing procedures for parts or sub-assemblies received from outside vendors. Participates in the development, maintenance and refinement of internal quality control and reliability programs. Leads a team of at least two engineer/analyst professionals.

A minimum of five (5) years experience as a test engineer (or similar job title) in the functional area to which assigned is required.

A Bachelors Degree (or a Masters Degree) in electronics engineering or any other scientific or technical discipline is required.

e. VOLUME V - SOLICITATION, OFFER AND AWARD DOCUMENTS AND REPRESENTATIONS/CERTIFICATIONS.

Each Offeror shall complete (fill-ins and signatures) the solicitation sections indicated below using the file (without modification to the file(s)) provided with the solicitation. An authorized official of the firm shall sign the SF 33 and all representations/ certifications requiring original signature. An Acrobat file, .pdf, shall be created to capture the signatures for submission. Rename the provided Adobe document XXX-OFREP.pdf.

Section A. Standard Form 33 (SF 33), Solicitation, Offer and Award

Section G. Contract Administration Data

Section K. Representations, Certification and Other Statements of Offerors

*** END OF NARRATIVE L 002 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION - F.O.B. ORIGIN	JUN/2003

M-2	52.7150	EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING)	SEP/1997
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(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.

(b) If the government waives the requirement for First Article Unit(s), test plan(s), testing and test report(s) for eligible offerors, the prices set forth in the SLIN(s) under the First Article CLIN will not be included in the evaluation of their offer, and will not be included in the total contract price of any resultant contract. In addition, all provisions relating to First Article will be deleted from the resulting contract.

(c) Earlier delivery, if required in case of waiver of First Article requirements, shall not be a factor in evaluation for award.

M-3	52.7300	TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
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a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.

A. BASIS FOR AWARD.

An award will be based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three evaluation factors: Technical, Performance Risk and Price. The Technical Factor is more important than the Performance Risk Factor and the Price Factor combined. The Technical Factor is also significantly more important than either the Performance Risk Factor or the Price Factor individually. The Performance Risk Factor is more important than the Price Factor. To receive consideration for award, a rating of no less than Acceptable must be achieved for the Technical Factor and each of its subfactors.

Offerors are cautioned that the award may not necessarily be made to the lowest price Offeror. The Government reserves the right to make a contract award based on the initial evaluation of proposals without conducting discussions. The Government intends to award one contract for the entire effort described in the solicitation.

B. FACTORS AND SUBFACTORS TO BE EVALUATED.

1. FACTOR I - TECHNICAL. Subfactor a is significantly more important than subfactors b, c, d or e individually. Subfactors b, c, d and e are of equal importance.

- a. Engineering Approach
- b. MSD-V2 Weight
- c. First Article Test Plan
- d. Warranty
- e. Management Approach

2. FACTOR II - PERFORMANCE RISK.

3. FACTOR III - PRICE.

C. EVALUATION APPROACH.

All proposals will be subject to evaluation by a team of Government personnel. Proposals will be evaluated to determine the degree and extent to which the requirements and objectives set forth in this solicitation are understood and satisfied.

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1. TECHNICAL EVALUATION APPROACH.

The technical evaluation approach will consider the following aspects of the Offerors proposal:

- a. Understanding of Requirements. The extent to which the proposal demonstrates a clear understanding based on the depth and breath of knowledge relative to technical and programmatic requirements and concerns involved in solving the problem and meeting the requirement(s). The extent to which issues, background data, technical and programmatic considerations and solutions are communicated. The proposal will be evaluated based on the clarity with which a logical path from problem to solution is presented.
- b. Feasibility of Approach. The extent to which the Offerors methods and approach in meeting the requirements provides the Government with a high level of confidence of successful completion. The extent to which the Offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule. In the event that enhancements are proposed, the enhancements will be evaluated to determine whether the approach taken is feasible and will result in an end product that fully meets or exceeds the Request for Proposal (RFP) requirements.
- c. Completeness. The extent to which the requirements have been considered, defined and satisfied, rating each proposal strictly in accordance with its written content only.

2. PERFORMANCE RISK EVALUATION APPROACH.

The Performance Risk evaluation will assess the relative performance risks associated with an Offerors likelihood of success in performing the solicitations requirements as indicated by that Offerors previous and current record of contractual performance.

- a. The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offerors past performance, as well as that of its major subcontractors as it relates to the probability of successful accomplishment of the required effort. In this context, Offeror refers to the proposed prime contractor and all proposed major subcontractors or all of the members of a contractor team arrangement (as defined by FAR 9.601). Major subcontractors are defined as subcontractors who will perform at least 20% of the MSD-V2 System estimated dollar amount or who will provide any of the following critical hardware: Motherboard, hard disk drive, DVD+RW/CD-RW drive, display, external battery charger, transit case, and ICE Interconnecting Box. The prime contractor and proposed major subcontractors will be assessed individually, results will be consolidated, and an overall assessment will be made to derive the Offerors Performance Risk rating. Performance Risk will be reflected in the adjectival ratings assigned to the Performance Risk Factor. A lack of performance records will result in an Unknown Performance Risk rating. The Offerors record of satisfying customer requirements in the following areas will be considered: 1) conforming to specifications and standards of good workmanship; 2) adherence to contract schedules, including the administrative aspects of performance; 3) project management; 4) the ability to resolve technical and manufacturing problems quickly and effectively; 5) business-like concern for the interest of its customers; 6) establishing and maintaining adequate management of subcontractors.
- b. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, Offerors should provide an explanation of the reason for shortcomings and any corrective actions taken to avoid recurrence.
- c. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the Offerors proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low Performance Risk rests with each Offeror.

3. PRICE FACTOR EVALUATION APPROACH.

The Offerors proposal will be evaluated on the basis of the Total Evaluated Price. The Total Evaluated Price will be the sum of: a) the Total Evaluated Firm Fixed Price and b) the Total Evaluated Time & Materials Price, as defined below.

- a. Total Evaluated Firm Fixed Price. The evaluated dollars for the Firm Fixed Price part will be the total of the Firm Fixed Price CLINs/SLINs, not including data deliverables not separately priced (NSP).

(1) For range quantity prices offered, the total evaluated CLIN/SLIN price will be calculated by computing a weighted average unit price and multiplying the weighted average unit price by the maximum quantity that can be ordered under

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the CLIN/SLIN (as specified in the solicitation). A weighted average unit price will be calculated as follows:

Step 1. Each range price will be multiplied by the maximum quantity in that respective range. This amount will then be multiplied by the probability that the quantity of sets purchased will be within that range.

Step 2. The extended amounts will be summed and divided by the sum of the maximum quantity in each range. The result will be the weighted average unit price.

Step 3. The weighted average unit price will be multiplied by the maximum quantity required in the contract. The result will be the total evaluated CLIN/SLIN price.

Example:

<u>Quantity Range</u>	<u>Probability</u>	<u>Price</u>
1 - 25	(10%)	\$100.00
26 - 100	(40%)	\$ 80.00
101 - 250	(40%)	\$ 70.00
251 - 500	(10%)	\$ 65.00

Calculation:

Step 1. Multiply range price by the maximum range quantity and the expected probability of purchasing sets within that quantity range.

<u>Price</u>	<u>Max Qty</u>	<u>Probability</u>	<u>Amount</u>
\$ 100.00	25	0.10	\$ 250.00
\$ 80.00	100	0.40	\$ 3,200.00
\$ 70.00	250	0.40	\$ 7,000.00
\$ 65.00	500	0.10	\$ 3,250.00
	875		\$ 13,700.00

Step 2. Divide the extended amounts (\$13,700.00) by the sum of the maximum quantity in each range (875).

$$\frac{\$13,700.00}{875} = \$15.66 \text{ Weighted Average Unit Price}$$

Step 3. Multiply the weighted average unit price by the maximum required quantity.

$$\$15.66 \times 500 = \$7,830.00 = \text{Total Evaluated Firm Fixed Price}$$

(2) Warranty SLINs. The evaluated price for the warranty SLINs will be calculated as follows. The unit price offered will be multiplied by the most probable occurrence of returns for repair for that CLIN/SLIN (as specified in the solicitation).

b. Total Evaluated Time & Materials Price. The evaluated price for the T&M CLINs/SLINs will be the hours shown by labor category, per year, multiplied by the corresponding loaded direct labor rate. The loaded direct labor rates are to include all overheads, burdens, fees and profit applicable to the labor categories shown. The proposed direct labor rates will be included in the successful Offerors resulting contract, and used to purchase T&M efforts. The budgetary estimates for Other Direct Costs (ODC) and travel are subject to all loadings except profit. No profit is allowable for travel, material or ODCs under a T&M contract. The amounts shown for ODC and travel are for evaluation purposes only, and shall not commit the Government to providing the amounts shown. The total evaluated price for the T&M CLINs/SLINs will be the sum of the price for labor plus the price for ODC plus the price for travel.

c. Unbalanced Pricing. The Government may determine IAW FAR 15.404-1(g) that a proposal is unacceptable if the prices proposed are materially unbalanced between line items, subline items or years, and this lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when the price of one or more contract line items are significantly overstated or understated as indicated by the application of cost or price analysis techniques. The Government reserves the right to request whatever cost and pricing data is necessary for analysis when unbalanced bidding is suspected.