

2. Amendment/Modification No.  0003	3. Effective Date	4. Requisition/Purchase Req No.  SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By  COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RT-K BARBARA HANSEN (732) 532-4179 FORT MONMOUTH, NJ 07703-5008  EMAIL: BARBARA.HANSEN@MAIL1.MONMOUTH.ARMY.MIL	Code	W15P7T	7. Administered By (If other than Item 6)	Code	
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No.  W15P7T-04-R-G201		9B. Dated (See Item 11)  2004FEB24		
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.		10B. Dated (See Item 13)		
Code		Facility Code				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print)		
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ (Signature of Contracting Officer)	16C. Date Signed

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

The purpose of Amendment 0003 to Solicitation W5P7T-04-R-G201 is to:

1) Add the following Intellectual property clauses:

- a. DFARS 252.227-7014 "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (JUNE 1995).
- b. DFARS 252.227-7019 "VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE" (JUNE 1995).

2) Add packaging clause DFARS 252.211-7003 (IA 6600) "ITEM IDENTIFICATION AND VALUATION."

3) Delete ALT. II of contract clause 52.219.9 (I-27) "SMALL BUSINESS SUBCONTRACTING" in original solicitation (Oct 01).

4) Complete Clause 52.XXX "CONTINUED PERFORMANCE DURING CRISIS SITUATIONS with the following:

Blanks -1- and -3- are replaced with the following:

- 1- "South West Asia area of responsibility"
- 3- "South West Asia area of responsibility"

Blank -2-: wording changed from: " ... by the United States (US) or -2- commencement ..." to  
" ... by the United States (US) upon commencement ..."

5) Revise Section L of the Solicitation "Proposal Submission Instructions" Technical Factor (Volume II), Section 4 "Test," bullet three (3): add the word "available" so that the revised instruction reads:

"the submittal of all available test results of any design changes from the last delivered version of this system."

6) Revise Section L "Proposal Submission Instructions" Price Factor (Volume III) Section 2:

## DELETE:

"If an Offeror's labor categories do not match the job description on a one to one basis, the Offeror may add the necessary categories and apportion the labor hours according to its anticipated usage."

## REPLACE WITH:

"Offeror shall complete the T&M spreadsheet utilizing the labor categories set forth by the Government."

7) Except for the above changes, all other terms and conditions of RFP W15P7T-04-R-G201 remain unchanged.

\*\*\* END OF NARRATIVE A 004 \*\*\*

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MOD/AMD 0003

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-2 CHANGED	52.XXX	CONTINUED PERFORMANCE DURING CRISES SITUATIONS	JUL/1988

IM6105

a. The requirements of this contract have been identified by the US Government as being essential to the mission and operational readiness of the US Army and allied forces operating within South West Asia area of responsibility; therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below.

b. The contractor shall be responsible for performing all requirements of this contract notwithstanding crises situations including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States (US) upon commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of US and allied forces in South West Asia area of responsibility. Failure by the contractor to perform may subject the contractor to a termination of this contract by default.

c. Crises situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) three (3) is declared for that area.

d. Continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during war or state of emergency. The contractor shall notify the contracting officer of any increase or decrease in costs within ninety (90) days after continued performance has been directed by the contracting officer, or within any additional period that the contracting officer may approve in writing, but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an adjustment and any data supporting the increase or decrease in the form prescribed by the contracting officer. As soon as practicable after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the disputes clause.

e. Contractor personnel and dependents will be integrated into Government Contingency Plans, and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The Government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 ADDED	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995

CHANGE AS PER PARAGRAPH 5 OF AMENDMENT 003 BELOW:

2. TECHNICAL FACTOR (VOLUME II).

The Offeror shall provide its Technical Proposal Volume II in separate files as identified below. The Offeror shall provide a detailed proposal that addresses the following:

a. Section 1 - System Design. The Offeror shall propose a FBCB2 V-4 Appliqu computer system design for FY 04 through 08 with operational capabilities that, as a minimum, meet the requirements of the solicitation's Statement of Work (SOW) and the FBCB2 System Performance Specification Number FBCB2-V4-0001, Version 3.1b, dated 2 October 2003. The technical capabilities shall be addressed as a system utilizing GFE FBCB2 software, but should also be described by major Line Replaceable Unit (LRU), e.g., the Processor Unit (PU), Display Unit (DU), Keyboard Unit (KU) and Removable Hard Disk Drive Cartridge (RHDDC). The Offeror shall provide details on its proposed design regarding human factors aspects to include the ease of use of the system, its modularity and its ability to be upgraded by the soldier in the field. The Offeror shall provide details to describe how its system design will be easily operational in a combat environment. All risks associated with achieving the required operational performance shall be addressed along with the methods to mitigate these risks. The Offeror shall identify the quality standards and procedures that will be used in performance of this contract and indicate its compliance with recognized industry quality standards and date of compliance/certification. The Offeror shall also provide details of a warranty of no less than twelve (12) months, commencing after Government acceptance of the equipment.

b. Section 2 - - Schedule. The proposed schedule shall be provided in two parts, a narrative discussion and a MS Project schedule. The Offeror is to assume a notional order for 2,500 systems, made on 1 May, and propose a delivery schedule (all deliveries must be completed within 12 months of order). The Offeror shall provide the narrative discussion that includes production leadtime (from order to first delivery, to include any required qualification and/or regression testing), minimum and maximum weekly production quantities, the proposed ramp up and complete delivery schedule, and weekly delivery quantities. The narrative shall discuss events and activities such as parts ordering, design integration, fabrication, data deliveries, test, training, hardware delivery, financing and any other schedule considerations that the Offeror believes are significant drivers in the performance of contract tasks.

In addition, the Offeror shall propose system delivery schedules for each of the ranges set forth in Section B. These delivery schedules shall be proposed in monthly delivery quantities in a Days After Contract (DAC) award format.

The proposed system delivery schedules, with the associated production leadtimes and monthly delivery quantities, shall become contractual requirements for all LRUs ordered.

c. Section 3 - Technology Insertion Plan for FY04 Design. The Offeror shall explain how its FY 04 computer system will be upgradeable to then current market technologies through FY 08. As a minimum, this section should address the Offeror's plan to achieve a Night Vision capability; ability to upgrade to a solid state hard drive/memory; processor migration plan to include stating the maximum processor for the proposed design; ability to electronically embed each LRU's Serial Number Identification and/or hardware identifiers within each LRU; making hardware configuration information easily accessible to specialized FBCB2 polling/tracking software applications for the purpose of electronically tracking, querying or ascertaining hardware configurations; and a plan to retrofit computer systems acquired under this contract with any upgrades. Include any additional, unique design upgrades that may be implemented.

d. Section 4 Test. The Offeror shall provide a summary of its test plans, describing how the requirements of the FBCB2 System Performance Specification will be met. Specifically, this shall include as a minimum:

The testing plan to verify backward compatibility with previous years' versions, by systems and by LRU and LRU Interoperability (between the two LRIP manufacturers, and by year produced); e. g., the proposed Interoperability Test Plan. Acceptance Test Procedure (ATP), battery installation and Software Loading Plan (a new in-plant requirement). The submittal of all available test results of any design changes from the last delivered version of the system. Internal Quality Assurance (QA) procedure. First Article Quality Test (FAQT) Plan summary to describe how the performance requirements will be met.

CHANGE AS PER PARAGRAPH 6 BELOW:

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**Name of Offeror or Contractor:**

3. PRICE FACTOR (VOLUME III).

The Offeror's price proposal shall reflect a Firm Fixed Price (FFP) for the FBCB2 V-4 Appliqu computer system, with separate range prices for each LRU and their related warranties. The price will be evaluated as a total system consisting of the four LRUs and related warranties. The optional support services (e.g. test support and repair services) shall be proposed on a Time and Materials (T&M) basis. This volume of the Offeror's proposal shall contain the following:

a. Section 1 - Price: The evaluated price, consists of a combination of Range Prices for the four LRUs and related warranties for FY 04 - FY 08 requirements, plus the Non Range Prices for non IDIQ items (First Article Requirements, Testing, priced data items, etc.). Offerors are required to submit prices for each range for each Government fiscal year (FY) as set forth in Section B. All line items shall be completed unless the Government has marked them as Not Separately Priced (NSP) as set forth in Section B.

b. Section 2 - T&M Labor Rates for FY 04-08. The Offeror shall propose labor categories and associated loaded labor rates to perform the services described in the SOW for all "Contractor Support Services", for each skill set contained in Attachment 1 to Section L. No composite rates for labor categories are allowed. The offeror shall complete the T&M spreadsheet utilizing the labor categories set forth by the Government. 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 will 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. Each Offeror must propose loaded labor rates that demonstrate a reasonable progression between the different skill levels, i.e. - senior engineer, engineer, junior engineer, or engineer I, engineer II, engineer III, etc.

\*\*\* END OF NARRATIVE L 003 \*\*\*