

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING Do-c9e	PAGE OF PAGES 1 75		
2. CONTRACT (Proc. Inst. Ident.) NO. W91CRB-04-D-0035		3. EFFECTIVE DATE 15 Jul 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY ROBERT MORRIS ACQ CTR - W91CRB UNIQUE MISSIONS DIVISION ATTN: AMSRD-ACC-U 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) PHOTOTELESIS CORPORATION (PHOTOTELESIS) 700 LINCOLN CENTER 7800 IH 10 WEST SAN ANTONIO TX 78230-4753				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN [] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM			
CODE 49838		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS ROCK ISLAND - HQ0303 BUILDING 68 ROCK ISLAND IL 61299			CODE HQ0303	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$44,993,885.02		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W91CRB-04-R-0020 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER KATHRYN J. BANKERD / CONTRACTING OFFICER TEL: 410-278-0864 EMAIL: Kathy.Bankerd@apg.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <u>Kathryn J Bankerd</u> (Signature of Contracting Officer)		14-Jul-2004	

Section B - Supplies or Services and Prices

TYPE OF CONTRACT

B.1 TYPE OF CONTRACT

- a. The basic contract is issued on an Indefinite Delivery/Indefinite Quantity Basis, in accordance with FAR 16.504
- b. Individual delivery orders issued under the basic contract will be on a Firm Fixed Priced basis, with possible Time and Materials costs associated with support services identified in the Performance Work Statement.
- c. The Contract Minimum will be \$2,000,000.00. The contract maximum will be \$49,856,201.00. The minimum amount of \$2,000,000.00 will be awarded under Delivery Order 0001 awarded at the same time as the basic contract.

PRICE REDETERMINATION CLAUSE

It is hereby mutually agreed that the cost of this contract was determined by using the contractor's proposed direct labor rates, indirect rates, and warranty rate, which were at the time unaudited. The cost for this contract shall be subject to downward adjustment only, to reflect rates that will be negotiated between the Contractor and the Government as a result of audit. This adjustment will occur only once, and shall reflect the total net effect of rate increases and decreases.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LVRS II Out Stations (OS)(DISCOUNTED) FFP LIGHTWEIGHT VIDEO RECONNAISSANCE SYSTEM II (LVRS II): OUTSTATIONS (DISCOUNTED QUANTITIES) Estimated for 1st 79 Each (b) (4), based on the total of the following components (See Sub-CLINS below) Additional LVRS purchased after discounted 79 each priced as follows per price range ordered at time of order: 10-25 each @ (b) (4) 26-49 each @ (b) (4) 50-100 each @ (b) (4) 100+ @ (b) (4)				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Origin					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	(b) (4)				

Discounted LVRS II Out Stations:MMR
FFP

MILITARY MICRO REMOTE IMAGING+ TERMINAL (MMR)

Months 1-12 of contract: 1st 79 Each@ (b) (4)

Additional MMR purchased after discounted 79 each priced as follows per price range ordered at time of order:

10-25 each@ (b) (4)

26-49 each @ (b) (4)

50-100 each @ (b) (4)

100+ @ (b) (4)

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB				(b) (4)	

Discounted Out Stations:MMR Warranty
FFP

Months 1-12 of contract

1st 79 each @ (b) (4)

Additional MMR Warranty purchased after discounted 79 each priced as follows
per price range ordered at time of order:

10-25 each@ (b) (4)

26-49 each @ (b) (4)

50-100 each @ (b) (4)

100+ @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC				(b) (4)	

U.S.

Discounted Out Stations MSA (mo 1-12)

FFP

LVR5 II MODULAR SENSOR ASSEMBLY (MSA)

1st 79 each @ (b) (4)

Additional MSA purchased after discounted 79 each priced as follows per price range ordered at time of order:

10-25 each @ (b) (4)

26-49 each @ (b) (4)

50-100 each @ (b) (4)

100+ @ (b) (4)

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD				(b) (4)	

U.S.
 Discounted Out Stations MSA Warranties
 FFP

1st 79 each @ (b) (4)

Additional MSA warranty prices after discounted 79 each priced as follows per price range ordered at time of order:

- 10-25 each @ (b) (4)
- 26-49 each @ (b) (4)
- 50-100 each @ (b) (4)
- 100+ @ (b) (4)

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE				(b) (4)	

Discounted LVRS II Out Stations:TRIPOD
 FFP

Months 1-12 of contract

79 each @ (b) (4)

Unit price remains unchanged for additional quantities.

MINIMUM ORDER QUANTITY: 100 each

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF				(b) (4)	

Discounted LVRS VIDEO IN-CA7018 CABLE
FFP

Months 1-12 of contract

79 each @ (b) (4)

Unit price remains unchanged for additional quantities

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG				(b) (4)	

Discounted LVRS CA7038 CABLE
FFP

Months 1-12 of contract

79 each @ (b) (4)

Unit price remains unchanged for additional quantities

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH				(b) (4)	
	Discounted CA7067 Cable (Mo. 1-12) FFP Special Mission Radio CA7067 Cable Months 1-12 of contract 79 each @ (b) (4)				

Unit price remains unchanged for additional quantities

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ				(b) (4)	
	Discounted LVRS CABLE WARRANTIES FFP Months 1-12 of contract 79 each @ (b) (4)				

Unit price remains unchanged for additional quantities

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

LVRS II Out Stations (MO. 13-24)
FFP

LVRS priced as follows per price range ordered at time of order:

10-25 ea.: (b) (4)
 26-49 ea.: (b) (4)
 50-100 ea.: (b) (4)
 100+ ea. (b) (4) (Estimated order amount 675 each = (b) (4) per
 subclin totals below)

Price based on the total of the following components (See Sub-CLINS below)

NET AMT \$0.00

Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA				(b) (4)	

LVRS II Out Stations:MMR (Mo. 13-24)
FFP

MMR priced as follows per price range ordered at time of order:

10-25 each@ (b) (4)
 26-49 each @ (b) (4)
 50-100 each @ (b) (4)
 100+ @ (b) (4) (Estimated order amount 675 each = (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB				(b) (4)	

Out Stations:MMR Warranty (Mo 13-24)
FFP

MMR Warranty priced as follows per price range ordered at time of order :

- 10-25 each@ (b) (4)
- 26-49 each (b) (4)
- 50-100 (b) (4)
- 100+ @ (b) (4) (Estimated order amount 675 each = (b) (4))

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC				(b) (4)	

LVRS II OutStations (OS):MSA (MO. 13-24)
FFP

MSA priced as follows per price range ordered at time of order:

- 10-25 each@ (b) (4)
- 26-49 each @ (b) (4)
- 50-100 each @ (b) (4)
- 100+ @ (b) (4) (Estimated order amount 675 each = (b) (4))

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD				(b) (4)	

U.S.

Out Stations MSA Warranties (Mo. 13-24)
FFP

MSA warranty priced as follows per price range ordered at time of order:

10-25 each @ (b) (4)

26-49 each @ (b) (4)

50-100 (b) (4)

100+ @ (b) (4) (Estimated order amount 675 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE				(b) (4)	

U.S.

LVRS II Out Stations:TRIPOD (MO. 13-24)
FFP

Tripod Unit price remains unchanged for additional quantities:

Estimated Amount: 675 each @ (b) (4)

MINIMUM ORDER QUANTITY: 100 EACH

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF				(b) (4)	

U.S.

LVR5 VIDEO IN-CA7018 CABLE (Mo. 13-24)

FFP

Price remains unchanged for additional quantities:

Estimated Amount: 675 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG				(b) (4)	

LVR5 CA7038 CABLE (Mo. 13-24)

FFP

MutiBan Inter/Intra Team Radio CA7038 Cable

Price remains unchanged for additional quantities:

Estimated Amount: 675 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH				(b) (4)	

LVRS CA7067 Cable (Mo. 13-24)
FFP

Price remains unchanged for additional quantities:

Estimated Amount: 675 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ				(b) (4)	

U.S.

LVRS CABLE WARRANTIES(Mo. 13-24)
FFP

Price remains unchanged for additional quantities:

Estimated Amount: 675 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

LVRS II Out Stations (MO. 25-36)
FFP

LVRS priced as follows per price range ordered at time of order:

10-25 ea.: (b) (4)
 26-49 ea.: (b) (4)
 50-100 ea.: (b) (4)
 100+ ea. (b) (4) (Estimated order amount 675 each = (b) (4))

Price based on the total of the following components (See Sub-CLINS below)

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003AA

(b) (4)

U.S.

LVRS II Out Stations:MMR (Mo. 25-36)
FFP

MMR priced as follows per price range ordered at time of order:

10-25 each@ (b) (4)
 26-49 each @ (b) (4)
 50-100 each @ (b) (4)
 100+ @ (b) (4) (Estimated order amount 363 each = (b) (4))

NET AMT	(b) (4)
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ACRN AA Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB				(b) (4)	

U.S.

Out Stations:MMR Warranty (Mo 25-36)
FFP

MMR Warranty priced as follows per price range ordered at time of order :

10-25 each@ (b) (4)

26-49 each (b) (4)

50-100 (b) (4)

100+ @ (b) (4) each (Estimated order amount 363 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC				(b) (4)	

U.S.

LVRS II OutStations (OS):MSA (MO. 25-36)

FFP

MSA priced as follows per price range ordered at time of order:

10-25 each@ (b) (4)

26-49 each @ (b) (4)

50-100 each @ (b) (4)

100+ @ (b) (4) each (Estimated order amount 363 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD				(b) (4)	

U.S.

Out Stations MSA Warranties (Mo. 25-36)
FFP

MSA warranty priced as follows per price range ordered at time of order:

10-25 each @ (b) (4)

26-49 each @ (b) (4)

50-100 each @ (b) (4)

100+ @ (b) (4) each (Estimated order amount 363 each = (b) (4)

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE				(b) (4)	

U.S.

LVRS II Out Stations:TRIPOD (MO. 25-36)

FFP

Tripod Unit price remains unchanged for additional quantities:

Estimated Amount: 363 each @ (b) (4)

MINIMUM ORDER QUANTITY: 100 EACH

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF				(b) (4)	

U.S.
LVRS VIDEO IN-CA7018 CABLE (Mo. 25-36)
FFP

Price remains unchanged for additional quantities:

Estimated Amount: 363 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG				(b) (4)	

U.S.
LVRS CA7038 CABLE (Mo. 25-36)
FFP

MutiBan Inter/Intra Team Radio CA7038 Cable

Price remains unchanged for additional quantities:

Estimated Amount: 363 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH				(b) (4)	

U.S.

LVRN CA7067 Cable (Mo. 25-36)
FFP

Price remains unchanged for additional quantities:

Estimated Amount: 363 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ				(b) (4)	

LVRN CABLE WARRANTIES(Mo. 25-36)
FFP

Price remains unchanged for additional quantities:

Estimated Amount: 363 each @ (b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					

LVRS II Base Stations (Mo. 1-12)

FFP

Base Stations priced as follows per price range ordered at time of order:

1-25 ea.: (b) (4)

26-49 ea.: (b) (4)

50-100 ea.: (b) (4)

100+ ea. (b) (4) (Estimated order amount 0 each = \$0, per subclin totals below)

Price based on the total of the following components (See Sub-CLINS below)

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA			Dollars, U.S.	\$0.00	\$0.00

Base Station Computers (Mo. 1-12)

FFP

Base Station Computers priced as follows per price range ordered at time of order:

1-25 each@ (b) (4)

26-49 each @ (b) (4)

50-100 each (b) (4)

100+ @ (b) (4) (Estimated order amount 0 each = \$0)

NET AMT	\$0.00
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ACRN AA Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB			Dollars, U.S.	\$0.00	\$0.00

Computer Warranties (Mo. 1-12)

FFP

Base Station Computer Warranties priced as follows per price range ordered at time of order:

1-25 each @ (b) (4)
 26-49 each @ (b) (4)
 50-100 each @ (b) (4)

100+ @ (b) (4) (Estimated order amount 0 each = \$0)

NET AMT \$0.00

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC			Dollars, U.S.	\$0.00	\$0.00

Base Station Printers (Mo. 1-12)

FFP

Base Station Printers priced at (b) (4) each for any quantity ordered.

(Estimated order amount 0 each = \$0)

NET AMT \$0.00

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD			Dollars, U.S.	\$0.00	\$0.00
	Printer Warranty (Mo. 1-12) FFP				
	Base Station Printer Warranties priced at (b) (4) each for any quantity ordered. (Estimated order amount 0 each = \$0)				

NET AMT \$0.00

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE			Dollars, U.S.	\$0.00	\$0.00
	Base Station Software (Mo. 1-12) FFP				
	Base Station Software priced at (b) (4) each for any quantity ordered. (Estimated order amount 0 each = \$0)				

NET AMT \$0.00

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005

LVRS II Base Stations (Mo. 13-24)

FFP

Base Stations priced as follows per price range ordered at time of order:

1-25 ea.: (b) (4)

26-49 ea.: (b) (4)

50-100 ea.: (b) (4)

100+ ea. (b) (4) (Estimated order amount 225 each = (b) (4), per subclin totals below)

Price based on the total of the following components (See Sub-CLINS below)

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0005AA

(b) (4)

U.S.

Base Station Computers (Mo. 13-24)

FFP

Base Station Computers priced as follows per price range ordered at time of order:

1-25 each @ (b) (4) each

26-49 each @ (b) (4) each

50-100 each @ (b) (4) each

100+ @ (b) (4) | (Estimated order amount 225 each = \$0)

NET AMT	(b) (4)
---------	---------

ACRN AA Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB				(b) (4)	

U.S.

Computer Warranties (Mo. 13-24)
FFP

Base Station Computer Warranties priced as follows per price range ordered at time of order:

1-25 each @ (b) (4) each

26-49 each @ (b) (4) each

50-100 each @ (b) (4) each

100+ @ (b) (4) (Estimated order amount 225 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC				(b) (4)	

U.S.

Base Station Printers (Mo. 13-24)
FFP

Base Station Printers priced at (b) (4) each for any quantity ordered.

(Estimated order amount 225 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD				(b) (4)	

Printer Warranty (Mo. 13-24)
FFP

Base Station Printer Warranties priced at (b) (4) each for quantity ordered.
(Estimated order amount 225 each = (b) (4))

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE				(b) (4)	

Base Station Software (Mo. 13-24)
FFP

Base Station Software priced at (b) (4) each for quantity ordered.
(Estimated order amount 225 each = (b) (4))

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006

LVRS II Base Stations (Mo. 25-36)

FFP

Base Stations priced as follows per price range ordered at time of order:

1-25 ea.: (b) (4)

26-49 ea.: (b) (4)

50-100 ea.: (b) (4)

100+ ea. (b) (4) (Estimated order amount 121 each = (b) (4)

subclin totals below)

Price based on the total of the following components (See Sub-CLINS below)

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006AA

				(b) (4)	
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U.S.

Base Station Computers (Mo. 25-36)

FFP

Base Station Computers priced as follows per price range ordered at time of order:

1-25 each @ (b) (4) each

26-49 each @ (b) (4) each

50-100 each @ (b) (4) each

100+ @ (b) (4) (Estimated order amount 121 each = (b) (4)

NET AMT	(b) (4)
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ACRN AA Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB				(b) (4)	

U.S.

Computer Warranties (Mo. 25-36)

FFP

Base Station Computer Warranties priced as follows per price range ordered at time of order:

1-25 each @ (b) (4)

26-49 each @ (b) (4)

50-100 each @ (b) (4)

100+ @ (b) (4) (Estimated order amount 121 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC				(b) (4)	

U.S.

Base Station Printers (Mo. 25-36)

FFP

Base Station Printers priced at (b) (4) each for any quantity ordered.

(Estimated order amount 121 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD				(b) (4)	

U.S.

Printer Warranty (Mo. 25-36)

FFP

Base Station Printer Warranties priced at (b) (4) each for quantity ordered.

(Estimated order amount 121 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE				(b) (4)	

U.S.

Base Station Software (Mo. 25-36)

FFP

Base Station Software priced at (b) (4) each for quantity ordered.

(Estimated order amount 121 each = (b) (4))

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007	MSA Upgrade FFP Non-Recurring Engineering: 1 Lot: Upgrade: 312 Each @ (b) (4)		(b) (4)		
	*Rate for Months 13-24: (b) (4) Rate for Months 25-36: (b) (4)				

NET AMT	\$0.00
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ACRN AA Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	Non-Recurring Engineering FFP	1	Lot	(b) (4)	

NET AMT	(b) (4)
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ACRN AA Funded Amount	\$0.00
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FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB				(b) (4)	

Upgrade
FFP
312 Each @ (b) (4)
U.S.

NET AMT (b) (4)

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008				(b) (4)	

Support Services
T&M
See Attachment for Breakdown of this T&M CLIN
U.S.

TOT ESTIMATED PRICE (b) (4)
CEILING PRICE

ACRN AA Funded Amount \$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009				(b) (4)	

Material

T&M

MATERIAL

ESTIMATED

APPLICABLE

TOTAL

MATERIAL

BURDEN

ESTIMATED

AMOUNT

PERCENT

AMOUNT

(b) (4)

Material Handling costs may include all appropriate indirect costs allocated to direct materials exclusive of profit/fee. Estimated Material Costs will be for the estimate for the entire 36 month effort.

TOT ESTIMATED PRICE

(b) (4)

CEILING PRICE

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010				(b) (4)	

Production Maintenance Start-Up Fee

FFP

Applicable should the Government places an order for LVRS MMRs or MSA's and has not received a minimum order for LVRS's MMRs or MSAs over a 12 month period prior to the order. When required, the cost will be amortized as part of the initial order in FY 2005 and/or FY 2006

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	DATA FFP				
					NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AA	Repair Status Report FFP	1	Each	(b) (4)	
					NET AMT
					(b) (4)
ACRN AA Funded Amount					\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AB	Software Prodeuct Specification FFP	1	Lot	(b) (4)	
					NET AMT
					(b) (4)
ACRN AA Funded Amount					\$0.00

FOB: Origin

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011AC	Commercial Drawings FFP	1	Lot	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Origin

CLIN 0008 BREAKDOWN

CLIN 0008: SUPPORT SERVICES BREAKDOWN

Support Services are estimated as follows, however, actual hours and Labor categories may vary, as approved by the Contracting Officer, so long as total costs for this CLIN do not exceed total amount funded.

<u>LABOR CATEGORY</u>	<u>MONTHS 1-12</u>		<u>ESTIMATED HOURS</u>	<u>ESTIMATED TOTAL</u>
	<u>LOADED LABOR RATE</u>			
Software Manager:	(b) (4)		47	(b) (4)
Software Engineer:			47	
Software Test:			47	
Hardware Engineer:			47	
Documentation:			47	
Technician:			47	
Program Manager:			47	
Training:			47	
Repair:			210	
TOTAL ESTIMATED SUPPORT SERVICES (TIME AND MATERIALS)				

<u>LABOR CATEGORY</u>	<u>MONTHS 13-24</u>	<u>MONTHS 25-36</u>
	<u>LOADED LABOR RATES</u>	<u>LOADED LABOR RATES</u>
Software Manager:	(b)	(4)
Software Engineer:		
Software Test:		
Hardware Engineer:		
Documentation:		
Technician:		
Program Manager:		
Training:		
Repair:		

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**STATEMENT OF WORK
FOR
LIGHTWEIGHT VIDEO RECONNAISSANCE SYSTEM II**

1.0 INTRODUCTION

1.1 Background

Scout platoons and LRSU currently only have the capability to transmit voice and/or digital information to their respective headquarters. Currently, the only capability that exists to provide near real time images to the commander is the Lightweight Video Reconnaissance System II. Conventional still photography cannot be used as commanders must often wait for units to return from their missions before making tactical decisions. Photographs also often reach the commander too late to be utilized during the decision making process. The Lightweight Video Reconnaissance System II (LVRS-II) provides the commander with near real-time images that can be used in conjunction with verbal and written reports from reconnaissance and surveillance elements. Moreover, the LVRSII will allow the commander to visualize the situation and make timely decisions.

1.2 Scope

This Statement of Work (SOW) specifies the tasks and efforts the Contractor shall perform during this production contract for the AN/PVH-1A & AN/PVH-2A, Lightweight Video Reconnaissance System II (LVRS-II). The intent is to acquire the following: LVRS-II Base Stations and Out Stations, associated spare parts for the above devices, and Contractor Logistics Support (CLS) for all aspects of technical support for supply and maintenance for the LVRS-II system.

This SOW provides the technical, program management, configuration management, quality assurance, Integrated Logistics Support (ILS), technical manual, provisioning, safety, and interchangeability requirements for the items being sought under this procurement. The Contractor shall ensure that the delivered LVRS-IIs comply with the requirements listed under paragraph 3. The Contractor is encouraged to use commercial/industrial processes and practices that will reduce design, production, and operational support costs while meeting the requirements of this contract.

2.0 APPLICABLE DOCUMENTS

The documents listed hereunder form a part of the SOW to the extent invoked by the specific SOW paragraph. If a document is referenced without indicating any specific SOW paragraph, the document is applicable in its entirety, except for MIL-STD-461E, MIL-STD-464A and MIL-STD-810F. The equipment to be delivered under this contract was qualified with respect to MIL-STD-461E, MIL-STD-464A, and MIL-STD-810F in accordance with the LVRS Performance Specification (MIL-PRF-49321). Only those sections of documents referenced by the Performance

Specifications are applicable. If a document is invoked by reference in SOW Sections 3.0 or 4.0, but is not listed in this Section 2.0, the document is applicable. In such cases where a document is listed in SOW Sections 3.0 or 4.0, but not referenced in this Section 2.0, the Contractor shall notify the Procurement Agent.

2.1 Government Documents

DOD 5220.22M	National Industrial Security Program Operating Manual
DOD 4500.9-R-Part 2	Defense Transportation Regulation (DTR), Cargo Movement, May 2003
MIL-STD-130L	DOD Standard Practice: Identification Marking of U.S. Military Property, 10 October 2003
MIL-STD-188-198A	Joint Photographic Experts Group (JPEG) Image Compression for the National Imagery Transmission Format Standard, NOTICE 3, 1 March 2001
MIL-STD-461E	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment, 20 August 1999
MIL-STD-464A	DOD Interface Standard: Electromagnetic Environmental Effects Requirements for Systems, 19 December 2002
MIL-STD-810F	DOD Test Method Standard for Environmental Engineering Considerations and Laboratory Tests, NOTICE 3, 5 May 2003
MIL-STD-882D	System Safety Program Management
MIL-STD-1472F	DOD Design Criteria Standard: Human Engineering, NOTICE 1, 5 December 2003
MIL-STD-2500B	National Imagery Transmission Format Version 2.1, With NOTICE 2, 1 March 2001
MIL-STD-2525B	Common Warfighting Symbology, 30 January 1999
JTA-Army	Joint Technical Architecture – Army, Version 6.5, 10 May 2002

2.2 Performance Specification

MIL-PRF-49321	Performance Specification - Light Weight Video Reconnaissance System II (LVRS-II), 14 February 2002
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2.3 Data Item Descriptions

DI-CMAN-80639C	Engineering Change Proposal (ECP)
DI-CMAN-80640C	Request for Deviation (RFD)
DI-CMAN-80641B	Request for Waiver (RFW)
DI-CMAN-80642C	Notice of Revision (NOR)
DI-CMAN-80643C	Specification Change Notice (SCN)
DI-ILSS-80620	Government Furnished Equipment Repair Status Report (GFERSR)
DI-ILSS-80872	Training Materials
DI-ILSS-81285	Provisioning Technical Documentation
DI-IPSC-81441A	Software Product Specification (SPS)
DI-MISC-80711A	Scientific and Technical Report (Depot Maintenance Plan)
DI-MISC-80711A	Scientific and Technical Report (Failed Item Analysis Report)
DI-MISC-80711A	Scientific and Technical Report (Logistic Maintenance Plan)
DI-MISC-80711A	Scientific and Technical Report (Logistics Maintenance Demonstration Report)
DI-NDTI-80603	Test Procedure
DI-NDTI-80809B	Test/Inspection Reports
DI-NDTI-80566	Quality System Plan

DI-RELI-81315	Failure Analysis and Corrective Action Report
DI-SAFT-80102B	Safety Assessment Report
DI-SESS-81003B	Commercial Drawings and Associated Lists
DI-TMSS-80527A	Commercial Off-the-Shelf (COTS) Manuals

2.4 Non-Government Documents

ANSI/NCSL Z540-1-1994	General Requirements for Calibration Lab and Measurement End Test Requirements
ASME Y14.5M	Dimensioning and Tolerance
ASME Y14.100M-2000	Engineering Drawing Practices
ASME Y14.35M	Engineering Drawings and Associated Documented
CMM/SEI-93-TR-024	Capability Maturity Model SM for Software, Version 1.1
CMU/SEI-93-TR-025	Key Practices of the Capability Maturity Model SM , Version 1.1
ISO 9001:2000	Quality Management Systems – Requirements
ISO 9004:2000	Quality Management Systems – Guidelines for Performance Improvements
ISO 10012-1:1992(E)	Quality Assurance Requirements Part 1: Meteorological Confirmation System for Measuring Equipment

3.0 REQUIREMENTS

3.1 General System Description

The LVRS-II consists of a man portable Out Station and a Base Station capable of exchanging still frame images using Military Communication systems and Crypto Equipment to enhance the reconnaissance capability of the front line ground combat units.

The Out Station shall be operated and carried by an individual dismounted scout equipped with military radios, Ruck Sack, and Load Bearing Equipment (LBE) and Kevlar helmet. The components to which the soldier must interface for operation shall be easily retrievable to provide quick operation from the carrying configuration. The movement of the soldier shall not be restricted with the Out Station in place during operation and non-operation. The Out Station shall provide the scout the capability of capturing/receiving, storing, compressing, transmitting and annotating still frame images as well as attaching text messages to the image file or transmitting only test messages.

The Base Station shall be located at the Tactical Operations Center (TOC) in a HMMWV, M577, S250 shelter, or other semi environmentally controlled area where the images transmitted from the Out Station will be analyzed, reproduced, and disseminated to other TOC's. The Base Station shall have the capability to receive, store, compress/decompress, process images, print, and retransmit still frame images in addition to editing and converting image formats. The computer module and the printer shall have the capability of being powered by either 24 VDC, 12VDC vehicle power, or 110 VAC power. The computer module shall also have an internal battery used as a secondary power supply.

3.1.1 Out Station Night Channel Enhancements

The Out Station shall be able to distinguish between the day and night channel sensors. When the night channel is being used, the controller will automatically detect the sensor and adjust the light level in the eyepiece. This adjustment will lower the brightness of the eyepiece display;

thereby, reducing night blindness in the user. In addition, during extremely low light level situations the controller shall allow the user to integrate out (average out) any spurious responses (scintillation) caused by dark noise in the I² tube. Finally, the controller will allow the operator to manually adjust the gain in the night channel. This feature will allow the user to look at scenes where the background illumination exceeds the light level in the scene of interest.

3.2 Classification

The classification for this contract is sensitive but unclassified; the Contractor will be working with restricted sensitive hardware and Classified Crypto Keys. Therefore, the Contractor must maintain a Top Secret Facility Security Clearance and all personnel working with classified materials must be cleared to level of the information they are working with. A DD254 outlining the details will be issued with this contract. The government shall provide the contractor access to associated Radios and Classified Crypto Keys to assure compatibility with changes to both the LVRS-II system and Government Radios and crypto keys.

3.2.1 System Security

The contractor shall participate in Information Assurance meetings, and Program Reviews when requested by the Government. LVRS-II is a CAT IV item and as such must be treated IAW DTR-Part 2, Chapter 205 when shipping.

3.2.2 Security Tasks

The Government intends to develop Certification and Accreditation (C&A) Plan(s). The government will request the contractor to provide inputs to the Government's C&A Plan that shall include, but not be limited, to the following tasks:

- Theory of Equipment Operation
- Engineering Drawings, Computer Software and Associated Lists
- Interface Control Documents

The Contractor shall ensure system security is integrated into the design and that the system/component is designed and/or selected on the basis of security features that protect personnel, information and/or system/component. This shall include analysis and trade studies to verify that the selected design approach meets the requirements of the applicable security requirements.

4.0 PROGRAM MANAGEMENT

4.1 Program Management Objective

The objective of program management under this contract is to provide both the Contractor and the Government with the management information needed to effectively manage the work performed, minimize system performance risk, and ensure adherence to the established program schedule. The Contractor shall establish a management organization, and management systems and processes to execute the technical, management, schedule and cost obligations set forth in this contract. The Contractor-designated Program Manager shall be responsible to plan, organize, staff, control and direct all work effort under this contract. The Contractor Program Manager shall be the responsible focal point for all work effort under this contract including the work effort performed under this contract by joint ventures with other companies.

4.2 Computerized Optimization Model Predicting/Analyzing Support/Structure (COMPASS) Data

The Contractor is required to utilize the Army Computerized Optimization Model Predicting/Analyzing Support/Structure (COMPASS) model (Government will run model) and utilize the data as part of the decision making process. The Government will supply the software, and the Contractor shall provide the data inputs for the software, to include the cost and reliability for each spare part. This tool will be used by the Government during the life of the contract to determine the impact to the operation and support system cost of ECPs and VECs submitted during the life of this contract. The Government Project Leader can concur upon the use of an alternative model, if the Contractor can demonstrate the alternate model provides similar results as the COMPASS model.

4.3 Program Reviews / Meetings

The Contractor and Government at the end of each review/meeting shall jointly prepare action items and review/meeting minutes. The Contractor shall schedule, with Government concurrence, prepare, and conduct the following reviews/meetings:

4.3.1 Post Award Conference

A post award orientation shall be conducted in conjunction with the first scheduled QPR after contract award at the Contractor's facility. The purpose of the post award orientation is to:

- a. Insure mutual understanding of the contract, of the proposed work, and of all objectives and responsibilities of the Contractor and of the Government.
- b. Surface problems and areas that need clarification.

4.3.2 Quarterly Program Reviews

The Contractor shall participate and support Quarterly Program Reviews (QPRs) at approximately 90-day intervals throughout the life of the contract, or as agreed to by the Government. The first QPR shall be conducted on or about 45 days after the post award. QPRs may be conducted as teleconferences or video-teleconferences (VTCs) if agreed upon by the Government, QPRs will be conducted at Contractor facilities, unless otherwise requested by the Government. QPRs shall provide a working level forum to identify, discuss, and resolve issues that, are or could, affect the system's performance, design, production, testing, logistics support, system deliveries, life cycle cost and program schedule. The in-process data shall include program plans, engineering data, specifications, drawings, manuals, schedules, design and test data, study results and analyses, and risk analysis results.

4.4 Correspondence Transmission

The Contractor shall submit, as a minimum, written program correspondence or documentation via electronic submittal. The preferred method of file submission is via e-mail, with copy furnished to the contract specialist. Deviations from this requirement are allowed on a case-by-case basis, with Government verbal concurrence (either Government Project Leader or Government contracting officer).

4.5 Data Submissions

4.5.1 Data Requirements

The DATA ITEM NUMBERS are integrated into the SOW utilizing the DD Form 1423-1 format dated June 1990. The data items shall be submitted, to the Government via electronic media. The electronic format shall be compliant with Microsoft Office 2000 for text documents, spreadsheets, graphics presentations, and Microsoft Project 2000 for integrated program master schedules.

4.5.2 Corporate Management System (CMS)

It is the intent of the Government to use CMS to gain on-line access to Contractor maintained data, configuration files, and information supporting the LVRS program. The type of information to be placed on CMS shall be concurred to by the Government and Contractor prior to its implementation. The most recent version of all data shall be made available within five working days of being updated. The CMS shall allow the Government and Government Representatives the capability of retrieving all current and last modified versions of documentation. If the Contractor determines this to be a restrictive cost driver, they can propose any alternative data submittal process (i.e. electronic data submittals, e-mail, etc.). Classified data shall be provided on magnetic or optical media. Classified data shall be handled in accordance with DOD 5220.22M "National Industrial Security Program Operating Manual" and DD Form 254 attached to the contract. Any restrictions on the use of the electronic data shall be as prescribed in the Data Rights Clause.

4.6 Copyright and Data Rights

All publications and publication materials delivered under this contract the Government is granted Government Purpose Rights. All LVRS-II top-level drawings being delivered under this contract the Government shall be granted Government Purpose Rights.

4.7 Training Requirements

The Contractor shall manage the training system and conduct an Operator (OP) Course. The Contractor shall deliver training materials IAW Data Item Number 0007, DHLSS-80872. The training material will be Contractor-formatted and contain sufficiently detailed information to teach Government-selected personnel (MOS 11B, 19D, 35C, 31U; NET and IKP trainers) to train field soldiers to operate and maintain the LVRS. The LVRS TMs shall be the primary training document.

4.7.1 Operator Course

The Operator (OP) Course shall teach Government-selected personnel the skills necessary to operate the LVRS-II and to fault isolate to a defective/faulty Line Replaceable Unit (LRU).

4.8 Engineering Support

The Contractor shall provide support and services on an as needed basis to support demonstrations, testing, and other field support services as outlined below and in addition to those defined by CLS support. This may require the shipment of systems and/or other hardware to and from the destination. These services may require Contractor personnel to travel to various CONUS/OCONUS locations as required by the Government.

4.8.1 Briefings

The Contractor shall provide briefing materials as requested/required by the Government in support of the program. These materials will not be limited to viewgraphs, slides, hardcopy handouts (BW and/or Color), Compact Disks (CDs) and other electronic presentations.

4.8.2 Demonstrations

The Contractor shall provide at Government request hardware, personnel, and all necessary materials required to support demonstrations. System demonstrations may require travel to various CONUS/OCONUS locations as required by the Government. Hardware may be actual production systems and/or Mockups for display purposes. Handouts covering system specifications, system performance may be required (no sensitive system parameters will be in the handouts), POCs, telephone numbers, and email addresses are all acceptable.

4.8.3 Trade Shows

The Contractor is encouraged to participate and at Government request may be asked to support trade shows that are deemed important or where visibility to the program is critical. These trade shows may require travel to various CONUS/OCONUS locations and shipment of hardware for display. The Contractor may provide promotional materials for these trade shows at Contractor expense. These promotional materials will be limited to the program. The Contractor must obtain Government approval on the type and cost of the promotional material prior to the start of the trade show. The Contractor may place contact information to include: Name, Address, Telephone Number, email address, and Internet URL.

4.8.4 New Technologies

As technologies evolve and older technologies will be phased out or become obsolete, it will necessary to evaluate newer technologies for possible use in the program. As technological enhancements are introduced, their relevance to the program needs to be evaluated. Upon request the Government may require the Contractor to procure prototype and/or production hardware. The Contractor will then evaluate the hardware and provide results to the Government for evaluation and possible inclusion in to the system.

4.8.4.1 Obsolescence Management

The Contractor shall maintain surveillance over the LVRS-II components and materials to assure availability of the parts and material during the course of the program. The Contractor shall notify the Government Procurement Officer in writing if a Diminishing Source of Component/Material Obsolescence issue will impact the ability to meet the delivery requirements of the contract within 5 days of the discovery of the impact.

4.8.5 Experiments

The Contractor at Government request may be required to support warfighting experiments. These warfighting experiments are Government evaluations of new technologies, or new methodologies of employing existing technology. These experiments/war games may be conducted at various CONUS/OCONUS military facilities and can last from one (1) week to several months in duration. The Government may require the Contractor to procure hardware and/or software to properly support the experiment.

4.8.6 Testing

The Contractor at Government request may be required to support testing/evaluation of the system. The testing/evaluation may require the Contractor to travel to the location where testing/evaluation will be conducted and may require the Contractor to supply material and/or hardware for testing.

4.8.7 General Support

The Contractor at Government request may require the contractor to evaluate new technologies and require the Contractor to provide technical and engineering support, procure limited quantities of material, supplies and other hardware. The scope of this support will be limited to the evaluation of possible new candidate technologies and/or approaches to enhance the system, testing and customer support. This support will not be used to repair/replace any hardware/software that is covered under the CLS portion of this contract.

5.0 QUALITY ASSURANCE

5.1 Quality System Requirements

The Contractor shall establish, maintain, and operate a quality system in accordance with ANSI/ASQC Q9001-1994, ISO 9001:2000, or equivalent. The Contractor shall provide an overview of their quality system plan at the post award conference IAW DATA ITEM NUMBER 0016, DI-NDTI-80566. All test and inspections required shall be implemented as part of the quality system plan for LVRS-II. The Contractor shall maintain a calibration system in accordance with ANSI/NCSL Z540-1-1994, ISO 10012-1:1992(E), or equivalent.

5.1.1 Use of Government Property / Material

The Contractor's quality program shall include procedures for the control, use, and maintenance of Government furnished material and property. The Contractor shall report to the procuring activity any Government furnished property or material that is found damaged, malfunctioning, or otherwise unsuitable for use.

5.1.2 Use of Contractor's Inspection Equipment

The Contractor's gages, measuring, and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If requested by the Government, the Contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

5.2 Quality Validation Plan

The Contractor's quality validation plan shall be provided as part of the proposal and shall provide the approach for assuring all systems meet specification requirements throughout the life of the contract. The Quality Validation Plan shall, as a minimum, consist of an overview/introduction, a master test list, test objectives, test equipment, data reduction and analysis, and validation procedure. The plan overview shall include objectives of the test plan, flow diagrams, milestones, personnel participation, locations, schedules, and security measures to be observed. The Quality Validation Plan shall identify frequency of testing by test type (IPT only, IPT and conformance inspection) and sample size for each type. The master test list shall list all tests, a brief description of the test, and the order they are to be performed with a separate listing for each location. The objectives of each test shall be identified including the success/failure criteria, baseline, duration, and number of times each test should be performed. A listing of test equipment, support equipment and special test equipments shall be provided that includes, as a minimum, description, nomenclature, calibration constraints, and date required to maintain schedule. The plan will describe the data to be recorded and data reduction and analysis techniques that will be used to interpret the data for each test. Finally, the test plan shall include an overview of the procedures that will be used to validate the test results.

5.3 Initial Production Test (IPT) / Conformance Inspection (CI) Procedures

The Contractor shall prepare and submit to the Government Project Leader an IPT/CI test procedure, for concurrence, with the quality validation plan, IAW DATA ITEM NUMBER 0014 , DI-NDTI-80603 (Test Procedure). The test procedure shall also address Reliability and EMI Testing. An IPT shall be required if the supplier makes substantial changes in the process used to produce a certified product, or if the supplier has not delivered the certified product to the Federal Government within 12 months of contract award. If an IPT is required due to substantial changes, the IPT shall be performed to the extent necessary to verify compliance to specification requirements for all characteristics of the product affected by the changes. Any modifications to the agreed to procedures shall be concurred with in writing by the Government Project Leader prior to being implemented. The preparation/concurrence cycle for the IPT/CI procedures shall be provided in the Integrated Program Master Schedule (IPMS). The final approval of the IPT/CI procedures shall occur prior to commencement of the IPT/CI testing.

5.4 Environmental Stress Screening (ESS)

A 10% sample of the LVRS-II System components shall be subjected to ESS with the objective being to eliminate workmanship/infant mortality type defects. The Contractor shall present a written ESS status at each IPPT review as required by the Government Project Leader.

5.5 Production Testing Initial Production Testing

An IPT shall be required if the supplier makes substantial changes in the process used to produce a certified product, or if the supplier has not delivered the certified product to the Federal Government within 12 months of contract award. The Contractor shall perform an IPT – for each system/subsystem to demonstrate conformance to all requirements of the LVRS-II performance specifications, quality validation plan and the IPT/CI procedures, IAW DATA ITEM NUMBER 0014 , DI-NDTI-80603 (Test Procedure). The IPMS shall show all IPT sequences of events/tests for each type of deliverable hardware.

5.6 Conformance Inspection (CI)

The Contractor shall conduct CI in accordance with the contract quality validation test plan and CI procedures, IAW DATA ITEM NUMBER 0014 , DI-NDTI-80603 (Test Procedure).

5.7 Disposition of Test / Evaluation Units

The Contractor shall refurbish all items exposed to environmental, user testing and/or reliability inspections as required, and subsequent to refurbishment, the items shall conform to all performance specification requirements.

5.8 IPT Reports / Production Reliability Acceptance Test (PRAT) Status

Upon completion of each IPT, the Contractor shall prepare and submit an IPT test/inspection report in accordance with IPT IAW DATA ITEM NUMBER 0015, DI-NDTI-80809B. The IPT report shall address all testing performed including reliability and EMI testing and all failures encountered. Government approval of system IPT is contingent upon also successfully completing IPT, and paragraph 6 (ILS & MANPRINT) sub-paragraph requirements for the system.

5.9 Failed Item Analysis Reports (FIARs)

FIARs shall be submitted to the Government Project Leader in the Contractor's format which has been previously concurred on, by the Government IAW DATA ITEM NUMBER 0011, DI-MISC-80711A and IAW DATA ITEM NUMBER 0017, DI-RELI-81315. During each IPT, the Contractor shall prepare and submit a failed item analysis report (FIAR) covering each failure as part of the IPT test report. During CI, the Contractor shall prepare and submit a FIAR to the IPPT for each occurrence of a failure (i.e. Group C). The failure of the same parameter on more than one sample during a test shall require a separate FIAR for each failed sample to the Government Project Leader for review and concurrence. All CI sampling FIARs shall be issued, forwarded to the Government Project Leader for concurrence of corrective actions to prevent recurrence of the failure, and concurrence by the Government Project Leader for closure prior to shipment of affected production units containing the discrepancy.

5.9.1 Failure Notification Process

For each failure occurrence, verbal notification shall be provided within three (3) working days of the incident. The FAX or e-mail method is recommended. Notification shall be provided to the cognizant Government QA representative (DCMA-QAR) and the Government Project Leader.

- An interim FIAR shall be submitted to the Government Project Leader within 10 calendar days of the occurrence of a failure unless superceded by a final FIAR.
- A final FIAR shall be submitted to the Government Project Leader within 10 calendar days of the occurrence of a failure or within 20 calendar days of submission of the interim FIAR.

5.9.2 FIAR Content Requirements

The general content of a FIAR, IAW DATA ITEM NUMBER 0017, DI-RELI-81315, shall be concurred on by the Government Project Leader.

5.10 Warranty of Equipment

The Contractor shall extend to the contract any commercial warranty normally offered for this equipment. Government acceptance of the commercial warranty does not limit the Government's rights under any other term or condition in this contract. The period of the purchased warranty for all systems shall be a minimum of three years.

5.10.1 Specific Warranties

Notwithstanding inspection and acceptance by the Government of supplies and/or services furnished under this contract or any provisions of this contract concerning the conclusiveness thereof, the Contractor shall warrant that for a period of 36 months following acceptance by the Government as evidenced by the signature on a DD Form 250 by an authorized Government representative for payment of the LVRS-II, supplies and item of supplies and equipments as listed in line items (ALL HARDWARE CLINS) and each component thereof:

Have been designed and manufactured to:

- a. Provide interchangeability of parts on a form, fit and function basis between and among like components delivered or to be delivered under this contract.
- b. Remain free from all evidence of corrosion.
- c. Meet the requirements of their intended use within the limits of the minimum performance requirements for the full warranty period.
- d. Are free from all defects in material and workmanship and will remain free from such defects for the full term of the warranty specified herein.
- e. Will meet all the performance requirements as specified in the LVRS Performance Specification.

5.10.2 Duration and Conditions

The warranty expiration date shall not differ from the Government acceptance date by more than 36 months minus 14 calendar days. The warranty period shall commence when all components/subcomponents are delivered to form a complete system (i.e. out station and/or base station).

5.10.3 Government Remedies

In the event of failure of any warranted item or supplies to meet the requirements of paragraphs above as determined by the Government, the contracting officer or his appointed designee may, at their sole discretion:

- a. Direct the Contractor to repair or replace (at the discretion of the Contractor) those items determined to be defective, at no additional cost to the Government and, in the case of a design or manufacturing defects, to have such corrective actions applied to all units previously delivered or to be delivered under the terms and conditions of this contract.
- b. If the Contractor refuses or is unable to perform pursuant to 5.10.3.a above, elect to have the repair, replacement or redesign performed by a third party or parties and set off costs reasonably incurred by the Government in taking such action against this contract.
- c. Elect to equitably adjust the contract price in lieu of the remedies set out above and to effectuate that adjustment by way of set-off against this contract.

The right and remedies of the Government provided in this clause are in addition to, and do not limit, any right afforded the Government by any other clause of this contract and shall survive final payment.

In no event shall the Government be responsible for any extension or delays in scheduled deliveries or periods of performance obligations to correct defects, nor shall there be any adjustment of their delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration to the Government for such adjustment (excluding GFE). This clause shall not be construed as obligating the Government to increase the contract price.

5.10.4 Procedures

For items not covered by the LVRS Contractor Logistics Support Plan the following procedures shall be applied if the contracting officer determines that a defect exists in any of the supplies accepted by the Government under this contract, the contracting officer or his designee shall record the defect and the date of the discovery, using the DA Form 2407, which action shall stop the warranty clock until such time as the repaired or replaced item is received at the designated depot. The contracting officer shall also promptly notify the Contractor of the defect, such notification may be wire message, electronic mail, or by letter, within 15 days following the discovery of the defect. Upon notification of the existence of a defect in accepted supplies or services and the return of the failed unit for analysis, the Contractor shall submit to the contracting officer within 30 days, a recommendation for corrective action together with supporting information and/or data in sufficient detail for the contracting officer to determine what corrective action, if any, shall be taken. Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the contracting officer or his designee, using sole discretion, shall give the Contractor written notice of the Government's election of remedy. The Contractor shall within 30 days, or sooner, after receipt of the defective item, correct such defect or defects at its facilities. In the event of a design or manufacturing defect the Contractor's proposed corrective action must address the correction of all supplies or services accepted by the Government under this contract which are susceptible to the same defects or deficiencies, up to and including 100 percent recall, to effect correction. The Contractor, notwithstanding any disagreement regarding the existence of, or responsibility for a defect shall promptly comply with written directions from the contracting officer or his designee to correct a defect, at no increase in contract price. If it is later determined that an alleged defect is not a defect subject to the terms and conditions of this warranty, the contract price shall be equitably adjusted. The Contractor shall be responsible for preparing the Bill of Lading, DD Form 1907 and coordinate with local DCMA Transportation Officer for expeditious shipment of equipment IAW DTR Part 2 Chapter 205 for CAT IV hardware. Warranted items furnished under this contract shall be marked by the Contractor, in accordance with marking and shipping instructions contained in this contract. In the event that the warranted item's size constrains the size of the label, the Contractor shall submit an alternate proposal for adequately identifying those deliverable items covered by warranty under this contract. Failure of the Contractor to comply with any requirements of the Government relative to its election under this SOW will be considered a breach of contract.

5.10.5 Exclusions / Limitations

The warranty provisions of this contract do not apply to combat damage, damage resulting from acts of God, abuse, or unauthorized maintenance; nor do they cover liability for loss, damage, or injury to third parties or consequential damages. Disputes arising under this clause will be resolved in accordance with the clause entitled Disputes, elsewhere herein.

5.11 Software Requirements

The Contractor shall provide all necessary personnel, supervision, management, materials, services, equipment, and facilities to produce and deliver all necessary Integrated Logistics Support for the production, testing, evaluation, provisioning, fielding, and maintenance support of the computer resources of the Lightweight Video Reconnaissance System II (LVRS-II). The contractor shall follow organizational software development practices that are compliant with at least Level 2 of the Software Engineering Institute's Capability Maturity Model for Software (CMM). The Contractor shall provide sufficient evidence that the LVRS-II software is compliant with CMM Level 2 or higher and shall be subject to validation of maturity.

5.11.1 Definitions

5.11.1.1 Software / Firmware

The term "software" in this section of the SOW refers to any and all software programs contained both on Random Access Memory or magnetic media, and programs contained on erasable and non-erasable PROMS. The term "firmware" shall be considered synonymous with the term "software".

5.11.1.2 Lifecycle Software Support Activity

The activity responsible for maintaining, controlling, managing and supporting the contractually deliverable software throughout the software's life cycle is the CECOM Software Engineering Directorate (SED) located at Fort Monmouth, NJ. SED is the Government's designated Life Cycle Software Support Activity for the software to be delivered under this contract.

5.11.1.3 Non-Developmental Software (NDS)

NDS is a generic term that covers software available from a variety of sources with little or no development effort by the Army. NDSs are normally selected from: 1) Commercial sources: Commercial-Off-the-Shelf (COTS); 2) Software developed and in use by other U.S. military services or Government agencies; 3) Software developed and in use by other countries. Post award modifications to NDS exceeding more than one-third (1/3) of the total NDS source lines of code shall be considered software that is to be developed. The Contractor shall acquire appropriate licenses for Government use of the NDS.

5.11.1.4 Defense Transportation Tracking System (DTTS)

A computer-based system developed and managed by the United States Navy. Uses satellite technology and twenty-four hour operations to execute its primary mission of in-transit Ordnance safety and security for all Department of Defense shipments of Arms, Ammunition and Explosives (AA&E) and Other Sensitive Materials (OSM) by commercial truck within the continental United States. Also supports a secondary mission of providing in-transit visibility of AA&E and OSM by hourly pushing its database to the United States Transportation Command's Global Transportation Network.

5.11.2 Software Product Specification

Upon contract award, the Contractor shall prepare and deliver a Software Product Specification (SPS), in accordance with IAW DATA ITEM NUMBER 0009, DI-IPSC-81441A. This SPS shall contain all the software to be used in the system, and all the available documentation relating to the software. The SPS shall include as an appendix a listing of all SPS files and procedures for SPS installation. ECPs shall be submitted for approval for any

modification to the SPS and the Contractor shall provide an updated SPS to the Government following each ECP approval.

5.11.3 Government Management and Technical Direct Visibility

The Contractor shall provide for Government management and technical insight to their process and product Documentation, where possible, is to reside in electronic form in the software development computer environment. This shall include access to software engineering tool representations and databases.

5.11.3.1 Software Engineering Environment

The Contractor shall establish a Software Engineering Environment consisting of LVRSII hardware and software, with appropriate hardware and software licenses to, test, install, and operate the baseline software.

6.0 INTEGRATED LOGISTICS SUPPORT (ILS) AND MANPRINT

6.1 ILS

The ILS concept for LVRS-II, as stated in the Operational Requirements Document (ORD) and approved by the Milestone Decision Authority (MDA), shall be Contractor Logistical Support (CLS) for full-maintenance and supply support for the life cycle of the system and components. CLS shall be responsible for all logistical support of the system to include repair of systems, failed LRUs, cables. The Contractor shall be responsible for transportation of repaired systems, LRUs, and cables to the Direct Support Unit (DSU) or Supply Support Activity (SSA) within a maximum turn-around time (TAT) of 48 hours upon unit notification IAW DATA ITEM NUMBER 0010, DI-MISC-80711A.

The Contractor shall plan, manage and execute an ILS program, which assures that all ILS documentation tracks for the AN/PVH-1A and AN/PVH-2A and shall dovetail and merge with existing Contractor CLS maintenance and supply support as required by the ORD and approved by LVRS-II maintenance concept. In the event the Contractor's proposal results in a change to the system that would affect the existing technical manual (TM), technical order (TO), repair parts and special tools list (RPSTL) or CLS support spares, the Contractor shall identify all such changes in his proposal IAW DATA ITEM NUMBER 0008, DI-ILSS-81285. Current TMs and CLS parts lists will be provided to the Contractor as Government furnished items (GFI), which will be used as guidance for content and format for recommended changes.

The Contractor shall submit all changes to the Government logistics baseline to include any changes that effect form, fit and function. Any changes after initial baseline submittal shall be submitted to the Government for approval. The Government, upon receipt of notification of proposed changes, will identify through the contracting officer the required contractual documentation for delivery and acceptance.

6.1.1 Special Tools, Test Measurement and Diagnostic Equipment (TMDE)

No special tools or test measurement and diagnostic equipment, excluding those presently in the maintenance concept for the AN/PVH-1A and the AN/PVH-2A shall be required to repair any system.

6.2 Maintenance Concept

The LVRS-II maintenance concept is 2-Level: Unit and Contractor under the CLS support concept. The LVRS-II Contractor Logistics Support Plan (CLSP) addresses both Warranty and Non-warranty repairs. The Contractor's CLS maintenance facility shall be in place to replace/repair any failed or damaged components of the Base and Out Station. Each LVRS-II System is under warranty from original delivery date and expires after three years. This warranty covers all assemblies and subassemblies of LVRS including the system cables. The successful execution of the warranty requires proper notification by the Government and rapid response by Contractor. The Contractor will conduct an incoming inspection to determine the LRU warranty status (non-abuse), and verification of the failure. The Contractor shall proceed IAW approved CLSP at Para. 6.2.1 below.

The Contractor's responsibilities shall include (but are not limited to) the following:

- Packing for shipment is to be done using Best Commercial Practice.
- Maintain Customer and Product Support to discuss LVRS-II failures. Collect information on material to be returned.
- Ship a replacement item (CONUS and U.S. port of entry) within 24 hours of notification with the goal of 48 hours for the replacement item to arrive at the DS or designated point. The government will return the failed unit within 10 days, if possible and conditions allow.
- Repair item and return it to stock.
- Maintain documentation on all Return Material Repair (RMR) items.
- Report LVRS-II RMR status to Government.
- Maintain and provide monthly reports on failures, repair actions, parts, cost, time to repair. Monthly report shall include at a minimum: part number, serial number, where item was received from, RMA#, type of spare sent whether warranty or non-warranty repair, shipment mode, shipment date, shipment destination, date when RMA was returned, date repair work was completed, brief description of repair, parts cost, and labor cost.

6.2.1 LVRS-II Contractor Logistics Support Plan (CLSP)

LVRS-II CLS support is defined in the CLS Support Plan. See Attachment (A). CLS Support shall be a separately priced CLIN. The Government shall procure spare and repair parts to be held in bonded storage by the Contractor to support the CLS support effort.

6.2.2 Inspection, Repair, Condemnation

It shall be considered uneconomical to repair any component if the total cost to repair exceeds 75% of the current acquisition cost. If there is no fault found, and item is out of warranty, the item will be returned to either the organizational unit or Government Bond Room Stock facility.

6.2.3 Inspection Charge

The Contractor shall be paid the applicable "Inspection Phase" rate for each item inspected regardless of whether the item is repaired, unless the item is determined to be covered under the warranty. The inspection phase charge shall be established for each repairable unit and the end item. Should the item(s) be considered uneconomical to repair, the Contractor shall notify the ACO in writing and request disposition instructions.

6.2.4 Acceptance Testing / Inspection

The Contractor shall accomplish acceptance testing/inspection IAW the contractual requirements set forth in this document.

6.2.5 DODAAC

The Contractor shall provide the Government its Department of Defense Activity Address Code (DODAAC) to facilitate the shipping of LVRS-II or components from the field to the Contractor.

6.2.6 Control and Accountability

The Contractor shall be accountable for the Government owned equipment returned to the Contractor for repair and shall be responsible for replacing or repairing any item which is lost, stolen, or damaged while in the Contractor's possession. The Contractor shall be responsible for record keeping relative to inventory and maintenance of Government furnished material and demand histories of all spares/repair parts used.

6.2.7 CLS Parts

The Contractor shall transfer, at the time of completion of the CLS contract, all Government owned systems, components, spares, repair parts, and supplies to the Government.

6.2.7.1 CLS Demos

The Contractor shall support demonstrations on an as needed basis and other field support services as required by the Government. This may require the shipment of systems and/or other hardware to and from the destination as well require Contractor personnel to travel to various CONUS/OCONUS locations.

6.2.8 Repaired Items List

The Contractor shall maintain a record of all items returned for repair, the faults found, the repairs made and the cost of the repair IAW this SOW, and DATA ITEM NUMBER 0006, DI-ILSS-80620.

6.3 Technical Manuals

The Contractor shall deliver change pages for technical manuals (TMs) that are IAW the approved maintenance concept.

6.3.1 Existing Manual Change Content

Change pages to the technical manuals shall be prepared maximizing utilization of Government provided documentation for the existing LVRS-II as guidelines to maximize common/equivalent content. The Contractor shall develop and incorporate all graphics, artwork (including RPSTL artwork), and new operating and/or maintenance procedures due to design changes. The Contractor shall submit proposed manual changes by ECPs that cover the subject matter of the change. The Government will maintain ownership of the manuals and will be responsible for their update and reproduction and the Contractor shall be responsible for distribution.

6.3.2 TM Verification and Validation (V&V)

The Contractor shall schedule and conduct TM V&V at the Contractor's facilities, if necessary. Contractor personnel performing operating and maintenance procedures on the equipment during validation shall be independent of the Contractor's TM preparation activity. The Contractor shall distribute proposed TMs per the DATA ITEM NUMBER.

The Government will perform 100 percent of the operating and maintenance procedures in each publication affected by the change pages. The Contractor shall provide the following support to the verification:

Schedule sufficient time and materials (i.e. special and common tools, consumables, etc.) as needed for the Government to successfully complete its verification effort.

Record and maintain records during the verification process.

Maintain a master copy of each publication that shall be corrected during the verification process.

Assist the contracting activity, as requested, during the verification process.

Provide the contracting activity with a report of the corrective actions taken.

The Contractor shall provide, as a minimum, at the verification site: ten copies of each validated TM to be verified; personnel necessary to document needed changes and resolve hardware issues; subject equipment in each TM to be verified; and all tools, expendables and test equipment required (equipment to be agreed to prior to verification), according to the Maintenance Allocation Chart (MAC) and maintenance procedures, to perform all procedures affected by change pages in each TM.

6.3.3 Delivery of Commercial Technical Manuals

The Contractor shall deliver TMs IAW this SOW and IAW DATA ITEM NUMBER 0020 , DI-TMSS-80527A. Final acceptance of the TM will not take place until after successful completion of the initial production testing and any resulting changes have been incorporated.

6.3.4 Digital Files

For change pages for TMs, the Contractor shall deliver the digital files in native (editable) format for on-screen display. The change pages shall be delivered in Microsoft Office 2000 compatible format.

6.3.5 Packing of Operators' Technical Manuals (TMs) with Equipment

The Contractor shall pack one paper copy of the Government furnished Technical Manual containing operators' instructions with each equipment package delivered under this contract.

6.4 Human Factors Engineering (HFE)

Human Factors Engineering (HFE) defines the integration of human characteristics into system definition, design, development, and evaluation to optimize human-machine performance under operational conditions. If the Contractor makes a design change to any procured system, that affects the user interface or maintenance procedures, the Contractor shall implement a human factors engineering program to assure that the LVRSII component/device conforms to the requirements of the performance specifications. The HFE program shall focus on soldier portability, soldier/system interface, system set-up, teardown, and maintenance operations. The HFE program progress and current findings shall be presented at each QPR review.

6.5 System Support Package (SSP)

The Contractor shall provide end items, and a system support package to designated sites to support Government testing. The SSP shall be provided to the test sites not later than 30 days prior to start of Government testing and/or training for test. The SSP for testing shall be a separately priced CLIN.

6.6 Logistics / Maintainability Demonstration (L/MD)

Within 45 days after contract award if deemed necessary by the Government, the Contractor shall conduct a L/MD, at the Contractor's facility utilizing an LVRS-II system and user target audience personnel. The L/MD will evaluate:

- a. The adequacy and suitability of tools, test equipment, technical publications, maintenance instructions, and personnel skill requirements.
- b. The selection and allocation of repair parts, other equipment, and tasks to appropriate maintenance levels.
- c. MANPRINT concerns, ease of operation, training, safety, and man and machine interface.

6.6.1 Logistics / Maintainability Demonstration Plan

The Contractor shall prepare and submit a L/MD plan if necessary, IAW DATA ITEM NUMBER 0012, DI-MISC-80711A which delineates the effort required to evaluate each of the areas outlined in paragraph 6.6.

6.6.2 Logistics / Maintainability Demonstration Report

The Contractor shall prepare and submit a L/MD report if necessary, IAW DATA ITEM NUMBER 0013 , DI-MISC-80711A detailing the results, recommendations, and lessons learned.

6.7 Configuration Management Requirements

This section delineates the configuration management (CM) monitoring and reporting requirements for the contract.

6.7.1 Engineering Drawings

The Contractor shall prepare and submit top-level drawings and associated lists as Interface Control Drawings at the LRU level that assure form, fit, and function interchangeability IAW DATA ITEM NUMBER 0019, DHDPR-81003A. The intent is to support spare parts procurement in line with the accepted CLS maintenance concept. Product drawings shall be prepared as interface control drawings (ICD) to the maximum extent possible. Dimensioning and tolerance shall be IAW ASME Y14.5-1994 or equivalent. Product drawings are not required below the spare level. The Government does not require the Contractor to provide a build-to-print Technical Data Package for any item to be procured. The product drawings shall be prepared for any item not currently controlled within the Government's baselined Technical Data Package. Drawing package shall include a set of Top Level drawings and Interconnection drawings.

6.7.2 Engineering and Configuration Control Documentation

For all requested configuration changes, the Contractor shall prepare and submit engineering change proposals (ECPs), value engineering-change proposals (VECPs), requests for deviation (RFD), and requests for waiver (RFW) to the Government for concurrence as necessary IAW DATA ITEM NUMBER 0002, DI-CMAN-80640C and DATA ITEM NUMBER 0003, DI-CMAN-80641B. Electronic submittal of ECPs, VECPs, RFDs, and RFWs shall be Microsoft Office 2000 compatible digital files. Delivery shall merge text and graphics IAW DATA ITEM NUMBER 0001, DI-CMAN-80639C, DATA ITEM NUMBER _____, DI-CMAN-80641B, and IAW DATA ITEM NUMBER 0004, DI-CMAN-80642C.

6.7.2.1 Engineering Change Proposals (ECPs)

The Contractor shall prepare a separate ECP for each engineering change that has its own distinct objective and is against a Government signed-off document IAW DATA ITEM NUMBER 0002 , DI-CMAN-80640C and DATA ITEM NUMBER 0003, DI-CMAN-80641B. The Contractor shall prepare and submit ECPs that shall include appropriate Notices of Revision (DATA ITEM NUMBER 0004, DDI-CMAN-80642C) or Specification Change Notices (DATA ITEM NUMBER 0006, DI-CMAN-80643C) IAW DATA ITEM NUMBER 0001 , DI-CMAN-80639C and IAW DATA ITEM NUMBER 0003 , DI-CMAN-80641B.

6.7.2.2 Value Engineering Change Proposals (VECPs)

The Contractor shall submit VECPs IAW the value-engineering clause of this contract.

6.8 System Safety / Health

The Contractor shall use MIL-STD-883D, as tailored by AR 385-16 and AR 40-10, in determining whether System Safety/Health engineering objectives are met.

6.8.1 Safety Assessment Report (SAR)

The Contractor shall prepare a safety assessment report IAW DATA ITEM NUMBER 0018 , DI-SAFT-80102B. The SAR shall document the safety risk being assumed during operation. The SAR shall identify all safety features of the system, specific controls or precautions to be followed during use, and shall provide verification of compliance to safety requirements identified in this specification. The Contractor shall provide the technical information required to complete Part II of the DRMS Form 1930, Hazardous Waste Profile Sheet, (sample attached) for each LVRS-II. The VISOR hazard-tracking log shall be attached to the SAR.

6.8.1.1 Toxic Substances

The SAR shall identify toxic and environmentally unacceptable materials used in the system, any possible alternative materials, and recommended actions to eliminate or reduce the use of hazardous materials. The SAR shall address any exposure concerns to personnel during operational or maintenance procedures to include fabrication, transportation, setup and tear down, or resulting from damage to the equipment. The Contractor shall identify any material used in the system design that requires disposal as a hazardous waste. Radioactive material may NOT be utilized in the system design without prior approval by the Government. Specifically describe control measures taken to ensure that the hardware is free of any radioactive materials, including optical glass and lens coatings.

6.8.1.3 Hazard Tracking

The Contractor shall enter and track hazards using a Government provided electronic hazard tracking system. This Government provided system (VISOR software) will be provided to the Contractor no later than 30 days after contract award. A hazard risk assessment code shall be assigned to each identified hazard using the matrix provided in the VISOR hazard tracking system.

6.9 Spares and Repair Parts

The Contractor shall recommend the necessary spares and repair parts required to provide supply support as defined by the CLS Support Plan. The Government shall procure spares and repair parts to be kept at the Contractor's facility in bonded storage to be used for supply support. The Contractor shall manage and report the spares and repair parts as described by the CLS Support Plan.

ENVIRONMENTAL IMPACT ANALYSIS WORKSHEET

A. TYPE DESIGNATION: _____ NSN: _____
 ITEM NAME: _____
 ITEM DESCRIPTION: _____

Part of/Used with:

This item is (check one):

____ Developmental ____ NDI ____ MACI

The item's life cycle phase is (check one):

____ Conceptual ____ Demo & Validation ____ Devel/Prod. Prove-Out
 ____ Development ____ Proof of Principle ____ Prod. & Deployment

B. Action Description

This evaluation covers the following (check all that apply):

____ Technical/User testing
 ____ Deployment, use, storage, handling, transportation and disposal
 ____ Special Project: ____ MM&T ____ PIP ____ Other
 Project Number _____ Contract No. _____

AMSEL-SF Form 07

December 1988 (Previous editions are obsolete)

B. Action Description (continued)

The next scheduled milestone event is:

- Test and Evaluation Date: _____
- Transition to Readiness Date: _____
- Materiel Release Date: _____
- Other (describe) Date: _____

C. General Instructions for Completing Worksheet

1. This form is designed to assist the preparer in evaluating potential or anticipated impacts on the human environment of the described item and action. This form will further serve the preparer in selecting and preparing an appropriate environmental document covering the item/action as required by the National Environmental Policy Act (NEPA), AR 200-2 and CECOM-R 385-15.

2. For the purpose of this form, the term "item" includes any commodity item or system under the purview of the U.S. Army Communications-Electronics Command (CECOM) or for which CECOM provides matrix support, and any CECOM project or program dealing with research and development, procurement, test and evaluation, production, deployment, use and disposal of the item or system.

3. All "Yes" answers in the checklist must be explained/described in the "Remarks" column, or if necessary, in the "Comment" section on the following page.

D. Comments

Checklist Question	Remarks

CHECKLIST

	YES	NO	N/A	Remarks
<p>1.0 <u>HAZARDOUS MATERIAL</u> (except batteries and radioactive material)</p> <p>1.1 Does the item or component part contain any hazardous materials as defined by Federal Standard 313, EPA (40 CFR), DOT (49 CFR), OSHA (29 CFR), ACGIH or other federal laws, regulations or standards?</p> <p>1.1.1 Hazardous or flammable chemicals, solvents, thinners, etc.</p> <p>1.1.2 Polychlorinated Biphenyl's.</p> <p>1.1.3 Elemental Mercury.</p> <p>1.1.4 Beryllium Oxide.</p> <p>1.1.5 Asbestos.</p> <p>1.1.6 Other (describe)</p> <p>1.2 Is there a potential that use of these materials can have a significant adverse effect on the human environment or violate a federal, state or local law or regulation? Describe applicable mitigating factors/control measures.</p>				
<p>2.0 <u>BATTERIES</u></p> <p>2.1 Does the item use batteries? If yes, are they a primary or backup power source? Identify battery.</p> <p>2.2 Is the battery in the Government inventory? If yes, what is the battery type number and NSN?</p> <p>2.3 Has battery assignment been approved by the USARL, Electronics & Power Sources Directorate, Power Sources Division, ATTN: AMSRL-EP-P, Fort Monmouth, NJ IAW AMC-R 700-83?</p> <p>2.4 Is the battery box/compartment designed to preclude major system damage or serious personnel injury, in the</p>				

	YES	NO	N/A	Remarks
event of a violent gas venting or rupture of the battery cells?				
2.5 Do the batteries require special use, handling, storage, labeling, packaging, transportation or labeling procedures?				
3.0 <u>RADIOACTIVE MATERIAL</u>				
3.1 Does the item or component part contain any radioactive material? If yes, identify.				
3.2 What Is the activity of the radioactive part/component?				
3.3 Is the radioactive part/component covered under an NRC license or DARA?				
3.4 Is the radioactive part/component exempt from an NRC License or DARA?				
3.5 Are radiation markings or labels affixed to all parts/components containing radioactive material?				
4.0 <u>SOLID WASTE/RESOURCE RECOVERY</u>				
4.1 Does the item contain any materials or components (except batteries which would routinely, periodically or occasionally be discarded or replaced?				
4.1.1 Printed Circuit Boards.				
4.1.2 Surge Arrestors.				
4.1.3 Optical Lenses				
4.1.4 Electronic Modules, Tubes, Relays, etc.				
4.1.5 Transistors, diodes, etc.				
4.1.6 Voltage Regulators.				
4.1.7 Solenoid Switches.				
4.1.8 Other (describe).				
4.2 Does the item or any component contain any material having significant economic recovery value or reclamation potential?				
4.2.1 Precious metals, i.e., silver, gold and platinum family.				
4.2.2 Base metals, i.e., lead, copper, bronze, brass, nickel, zinc, magnesium, aluminum.				
4.2.3 High Temperature alloys.				
4.2.4 Photographic film, patter or developing solution.				
4.2.5 Other (describe).				
4.3 Will the item or any components require special handling, storage, labeling, packaging, transportation or disposal procedures?				

		YES	NO	N/A	Remarks
5.0	<u>RADIATION</u>				
	5.1 Does the item generate electromagnetic energy, e.g., x-radiation, ultraviolet, infrared, high energy visible, microwave or radio frequency?				
	5.2 Is there a potential that the electromagnetic energy can adversely affect health and safety of humans or other forms of life or ecosystems?				
	5.3 Are protection devices and warning signs provided against all sources of potentially hazardous electromagnetic energy?				
	5.4 Is there a potential that the item can unintentionally disrupt or affect other devices which generate, detect or receive electromagnetic energy, or violate a federal, state or local law or standard?				
	5.5 Has an AEHA survey/study been conducted?				
6.0	<u>NOISE AND ENERGY</u>				
	6.1 Does the item produce occupational noise at a level greater or equal to 85 dbA at the operator's normal position, or at a level which may cause operator fatigue or discomfort or may in any way degrade overall system effectiveness?				
	6.2 Have appropriate controls been established to mitigate adverse effects of associated occupational noise?				
	6.3 Does the item produce environmental noise which can be considered excessive, considering the proximity of and the likely effects upon humans and wildlife?				
	6.4 Is there a potential to violate a federal, state or local noise standard?				
	6.5 Has a noise survey been conducted?				
	6.6 Does the item draw from a commercial electric power supply?				
	6.7 Will the item adversely affect commercial electric power supply and demand?				
7.0	<u>AIR QUALITY</u>				
	7.1 Will the item or components have the potential to evolve or release toxic, hazardous, explosive or irritating gases, vapors or fumes which may have a detrimental effect on the health of the operator or which may potentially violate a federal, state or local law or regulation designed to protect air quality?				
	7.2 Will the item release combustion products into the atmosphere, emit objectionable odors, create airborne particulate matter?				

	YES	NO	N/A	Remarks
<p>8.0 <u>WATER QUALITY</u></p>				
<p>8.1 Will the item or components have the potential for accidental release of toxic or hazardous substances into surface or subsurface water or in any way have the potential to violate a federal, state or law or regulation designed to protect water quality?</p>				
<p>8.2 Will the item release any chemicals, organic or liquid or solid wastes into a body of water?</p>				
<p>8.3 Will the item alter the temperature of a body of water or alter or contribute to sedimentation, siltation or eutrophication?</p>				
<p>9.0 <u>SOIL QUALITY AND LAND USE</u></p>				
<p>9.1 Will the item or components have the potential for accidental release of toxic or hazardous substances onto the soil?</p>				
<p>9.2 Will the item cause or contribute to soil erosion or in any way have an adverse effect on soil and soil quality?</p>				
<p>9.3 Will the item affect existing vegetation, wildlife, marine life, and protected or endangered species or their habitats?</p>				
<p>9.4 Will the item result in a modification of ground cover or wildlife habitats or movement?</p>				
<p>9.5 Will the item change or require a change in existing land use, or impact on recreational areas or agricultural land?</p>				
<p>9.6 Will the item affect sites having historic, architectural or archaeological interests?</p>				
<p>10.0 <u>CONCLUSION</u></p>				
<p>10.1 Does the item/action have a significant potential to adversely affect the quality of the human environment?</p>				
<p>10.2 Is the item/action executed to be environmentally controversial or to provoke litigation?</p>				

	YES	NO	N/A	Remarks
<p>10.3 Is the item/action adequately covered in an existing environmental document? If yes, a Record of Consideration (REC) will be prepared.</p>				
<p>10.4 Is the item/action (including peripheral equipment, e.g., generators and vehicles) supported by an existing document? If yes, this document will be referenced in the environmental document selected Section 11.0.</p>				
<p>10.5 Do any of the extraordinary circumstances defined in paragraph 4-2 of AR 200-2 apply to the item/action which would preclude use of a REC?</p>				
<p>10.6 Does the item/action qualify for a Categorical Exclusion (CX) as provided for in AR 200-2? If yes, and no extraordinary circumstances apply, a REC will be prepared.</p>				

11.0 DETERMINATION

11.1 Based on this evaluation, the following environmental document has been selected for this item/action and will be prepared by the proponent identified below, with guidance and support provided by the Environmental Engineering Branch of the CECOM Safety Office.

11.1.1 _____ Record of Environmental Consideration (REC).

11.1.2 _____ Environmental Assessment (EA).

11.1.3 _____ Life Cycle Environmental Document (LCED).

11.2 This evaluation has been conducted, and choice of environmental document made, consistent with the spirit and intent of the National Environmental Policy Act (NEPA) and the requirements of AR 2002 and CECOM-R 385-15.

11.3 The information contained in this worksheet has been reviewed in full consideration of the requirements of Operation Security (OPSEC) and has been determined to be acceptable for public release.

Prepared by: _____ Title: _____
(Type or Print)

_____ Date: _____
(Signature)

Proponent Organization: _____

Office Symbol: _____ Telephone: _____

Reviewed by: _____ Title: _____
(CECOM Safety Office)

_____ Date: _____
(Signature)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government
0001AH	N/A	N/A	N/A	Government
0001AJ	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0002AD	N/A	N/A	N/A	Government
0002AE	N/A	N/A	N/A	Government
0002AF	N/A	N/A	N/A	Government
0002AG	N/A	N/A	N/A	Government
0002AH	N/A	N/A	N/A	Government
0002AJ	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
0003AD	N/A	N/A	N/A	Government
0003AE	N/A	N/A	N/A	Government
0003AF	N/A	N/A	N/A	Government
0003AG	N/A	N/A	N/A	Government
0003AH	N/A	N/A	N/A	Government
0003AJ	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0004AA	N/A	N/A	N/A	Government
0004AB	N/A	N/A	N/A	Government
0004AC	N/A	N/A	N/A	Government
0004AD	N/A	N/A	N/A	Government
0004AE	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0005AA	N/A	N/A	N/A	Government
0005AB	N/A	N/A	N/A	Government
0005AC	N/A	N/A	N/A	Government
0005AD	N/A	N/A	N/A	Government
0005AE	N/A	N/A	N/A	Government

0006	N/A	N/A	N/A	Government
0006AA	N/A	N/A	N/A	Government
0006AB	N/A	N/A	N/A	Government
0006AC	N/A	N/A	N/A	Government
0006AD	N/A	N/A	N/A	Government
0006AE	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0007AA	N/A	N/A	N/A	Government
0007AB	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0011AA	N/A	N/A	N/A	Government
0011AB	N/A	N/A	N/A	Government
0011AC	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001

Section F - Deliveries or Performance

SECURITY ISSUES

1. **UNCLASSIFIED CONTRACTS:** Unless otherwise identified, the Contractor's address on the face page of the contract will be considered as the location of manufacturing, packaging and packing, shipping point, production facilities and operator. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacturing, packaging and packing, shipping point and/or reducing 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.
2. **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 this contract.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A
0001AH	N/A	N/A	N/A	N/A
0001AJ	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A

0002AC N/A	N/A	N/A	N/A
0002AD N/A	N/A	N/A	N/A
0002AE N/A	N/A	N/A	N/A
0002AF N/A	N/A	N/A	N/A
0002AG N/A	N/A	N/A	N/A
0002AH N/A	N/A	N/A	N/A
0002AJ N/A	N/A	N/A	N/A
0003 N/A	N/A	N/A	N/A
0003AA N/A	N/A	N/A	N/A
0003AB N/A	N/A	N/A	N/A
0003AC N/A	N/A	N/A	N/A
0003AD N/A	N/A	N/A	N/A
0003AE N/A	N/A	N/A	N/A
0003AF N/A	N/A	N/A	N/A
0003AG N/A	N/A	N/A	N/A
0003AH N/A	N/A	N/A	N/A
0003AJ N/A	N/A	N/A	N/A
0004 N/A	N/A	N/A	N/A
0004AA N/A	N/A	N/A	N/A
0004AB N/A	N/A	N/A	N/A
0004AC N/A	N/A	N/A	N/A
0004AD N/A	N/A	N/A	N/A
0004AE N/A	N/A	N/A	N/A
0005 N/A	N/A	N/A	N/A
0005AA N/A	N/A	N/A	N/A
0005AB N/A	N/A	N/A	N/A
0005AC N/A	N/A	N/A	N/A

0005AD	N/A	N/A	N/A	N/A
0005AE	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0006AA	N/A	N/A	N/A	N/A
0006AB	N/A	N/A	N/A	N/A
0006AC	N/A	N/A	N/A	N/A
0006AD	N/A	N/A	N/A	N/A
0006AE	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0007AA	N/A	N/A	N/A	N/A
0007AB	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0011AA	N/A	N/A	N/A	N/A
0011AB	N/A	N/A	N/A	N/A
0011AC	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

IMPORTANT INFORMATION

PERIOD OF PERFORMANCE: 36 Months from date of ward (but see Option of Extend Services Clause)

SHIPPING ADDRESS:

DODAAC: W912H7
PM Soldier Equipment Staging/NET Facility
7142 Lineweaver Road
Building 2400
Warrenton, VA 20187-5000
ATTN: Doug Hanger (VH Facility Manager)
Phone: 840-428-2912

EXTERIOR OF ALL SHIPPING CONTAINERS ARE TO BE MARKED "RIF" IN LARGE RED LETTERS.

INVOICE INSTRUCTIONS:

The contractor shall fax all invoices to the Government Technical Point of Contact (TPOC) as listed below. Upon receipt, the TPOC will review invoices for accuracy, certify for payment and forward to the appropriate DFAS office.

INVOICES MUST INCLUDE SHIPPING COMPANY AND TRACKING NUMBER.

TECHNICAL POINT OF CONTACT:

PM Soldier Equipment
ATTN: SFAE-SDR-SEQ (b) (6)
10170 Beach Road
Fort Belvoir, VA 22060
Phone: 703-704-2803
FAX: 703-704-0037
Email: (b) (6)

ACQUISITION POINT OF CONTACT:

Jeff Pierce
U.S. Army Robert Morris Acquisition Center
Building 4118
Susquehanna Boulevard
Aberdeen Proving Ground, MD 21005-5001
Phone: 410-278-0861
Fax: 410-278-0904
Email: Jeff.Pierce@us.army.mil

DFAS ADDRESS IS AS FOLLOWS:

Defense Finance & Accounting Service
Rock Island Operating Location

Building 68, ATTN: DFAS-RI-IOV
Rock Island, IL 61299
ATTN: (b) (6)
Phone: 309-782-9962 x 114
Email: (b) (6)

ACCOUNTING AND APPROPRIATION DATA

AA: To be Determined Under Each Delivery Order
AMOUNT: \$0.00

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND AMINISTRATIVE CONTRACTING OFFICE (AUG 1999)

a. The Contracting Office representative is:

Name: Mr. Jeff Pierce
Organization Code: AMSRD-ACC-U

Telephone Area Code and Number: 410-278-0861
DSN: 298-0861

FAX: 410-278-0904

Email: jeff.pierce@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information:

Telephone Inquiries: _____

FAX: _____

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0216-4008, PREPARATION OF COST PROPOSALS FOR TASK ORDERS (JAN 2000):

The Contractor shall submit his written cost proposal based upon the task to be performed. He shall provide the following, as appropriate:

- a. Number of hours by category of labor.
- b. Hourly rate of each labor category.
- c. List of materials/equipment with copy of supplier quotes.
- d. Travel requirements to include number of trips, locations, means of transportation, per diem, etc.

AMCAC 52.0242-4003, GOVERNMENT-CONTRACTOR RELATIONSHIPS (SEP 1999)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.225-1	Buy American Act--Supplies	JUN 2003

52.225-9	Buy American Act--Construction Materials	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JAN 2004
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.227-7011	Assignments	AUG 1984
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000

252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Chief of the Contracting Office and shall not be binding until so approved.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

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

(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)

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 \$50,000.00, 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 \$49,856,201.00);

(2) Any order for a combination of items in excess of (\$49,856.201); or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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 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 one month of contract completion.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DATA ITEM DESCRIPTIONS (12 May 04)		
Attachment 2	DD 254 Page 1		
Attachment 3	LVRS 254 page 2		
Attachment 4	LVRS 254 Block 13		
Attachment 5	Security Classification Code LVRS		
Attachment 6	Security Classification Guide I2		