

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 51	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-01-D-0004		3. Award/Effective Date 2000NOV08		4. Order Number		5. Solicitation Number DAAE20-98-R-0215	
7. For Solicitation Information Call:		A. Name KIM JONES		B. Telephone Number (No Collect Calls) (309)782-0571		6. Solicitation Issue Date 1998OCT08	
9. Issued By TACOM-ROCK ISLAND AMSTA-AC-PCH-A ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: JONESK@RIA.ARMY.MIL				<input checked="" type="checkbox"/> Unrestricted		<input checked="" type="checkbox"/> See Schedule	
				<input type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input type="checkbox"/> Small Business		13b. Rating DOA5	
				<input type="checkbox"/> Small Disadv Business		14. Method Of Solicitation	
<input type="checkbox"/> 8(A)		SIC:		<input type="checkbox"/> RFQ		<input type="checkbox"/> IFB	
<input type="checkbox"/> Size Standard:				<input checked="" type="checkbox"/> RFQ		<input checked="" type="checkbox"/> RFQ	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMC BIRMINGHAM BURGER PHILLIPS CENTER 1910 3RD AVE NORTH ROOM 201 BIRMINGHAM AL 35203-2376		Code S0101A	
Telephone No.							
17. Contractor/Offeror LOCKHEED MARTIN INFORMATION SYSTEMS 4000 SOUTH MEMORIAL PARKWAY HUNTSVILLE AL 35802-1326		Code 24900		Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	
Telephone No. (205)880-5550						Code HQ0338	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked		<input type="checkbox"/> See Addendum	
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE Contract Expiration Date: 2005DEC31 (Attach Additional Sheets As Necessary)				23. Unit Price	
						24. Amount	
25. Accounting And Appropriation Data				26. Total Award Amount (For Govt. Use Only) \$0.00			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference DAAE2098R0215 Offer <input checked="" type="checkbox"/> Dated 2000OCT18 Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) BRIAN W. SCHMIDT /SIGNED/ SCHMIDTB@RIA.ARMY.MIL (309)782-3811		31c. Date Signed	
32a. Quantity In Column 21 Has Been				33. Ship Number		34. Voucher Number	
<input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment		37. Check Number	
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
				38. S/R Account Number		39. S/R Voucher Number	
				40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS DOCUMENT IS TO MAKE THE AWARD OF THE INTERMEDIATE NEW GENERATION ARMY TARGETRY SYSTEMS (INGATS) CONTRACT TO LOCKHEED MARTIN INFORMATION SYSTEMS, HUNTSVILLE, AL. THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT WITH A GUARANTEED MINIMUM QUANTITY IDENTIFIED UNDER CLINS 0014 THROUGH 0024. CLINS 0014 THROUGH 0024 WILL BE AWARDED UNDER DELIVERY ORDER 0001 FOR A DOLLAR VALUE OF \$7,670,629.00. PRICING SHEETS FOR THE FIVE PRICING PERIODS ARE PROVIDED AT ATTACHMENT 001 TO THIS DOCUMENT.
2. DELIVERY ORDERS SHALL BE ISSUED ON A UNILATERAL BASIS. THE DELIVERY PERIOD SHALL BE IN ACCORDANCE WITH SCHEDULE B OF ANY DELIVERY ORDER ISSUED.
3. THE BASIS OF THIS AWARD FOR THE INGATS CONTRACT SHALL BE SOLICITATION DAAE20-98-R-0215, INCLUDING AMENDMENTS 0001-0013 WHICH ARE HEREBY INCORPORATED. LOCKHEED MARTIN INFORMATION SYSTEM'S TECHNICAL PROPOSALS DATED 23 FEBRUARY 2000, 20 MARCH 2000 AND FINAL TECHNICAL PROPOSAL REVISIONS DATED 19 SEPTEMBER 2000, AS AMENDED THROUGHOUT THE DISCUSSION PERIOD, SMALL BUSINESS UTILIZATION PLAN DATED 22 FEBRUARY AND COST PROPOSAL DATED 17 OCTOBER 2000 ARE HEREBY INCORPORATED.
4. THE AWARD OF THIS CONTRACT IS MADE IN ACCORDANCE WITH THE FAR PART 15 REQUIREMENTS PER AMENDMENT 0012 TO INCLUDE ALL CLAUSES AS INCORPORATED IN AMENDMENT 0012.

*** END OF NARRATIVE A 017 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-D-0004

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Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3	52.210-4516	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
	TACOM-RI		

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4	52.211-4506	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	TACOM-RI		

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

Name of Offeror or Contractor: LOCKHEED MARTIN INFORMATION SYSTEMS

intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

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

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

(END OF CLAUSE)

(AS7010)

7	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

8	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

SUPPLEMENTAL INFORMATION

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1. The purpose of the INGATS program is to issue and award a long term, firm fixed price requirements contract, to a successful offeror to manufacture and install various types of Targetry mechanisms (to include training and complete range installation) on various Army Traing ranges throughout the world. On these ranges, it is the intent of the US Government to conduct LIVE Fire training by US Forces and or its allies, for the purpose of developing and improving their combat skills in the event they are called upon to conduct military exercises and or participate in actual combat actions against opposing forces. This traing will be conducted in various geographical locations through out the world and in all extremes of environment. Examples of the type of range(s) that the U S Government is contemplating installing in the future are, Armor, Infantry, Small Arms, and or a combination of these. This list is to provide examples only, and is not meant to be all encompassing. Since the intent of the U S Government is to have complete ranges installed in the FUTURE, and since those specific requirements are unknown to us at this time we can only, request prices based on the individual components, parts, systems hardware and software. Once an award is made to a successful offeror and the U S Government is in a position to award additional components it will be for a complete, installed functional range.
2. The basis for this award shall be the Best Overall Value to the Government. We may choose not to award to the lowest priced offeror even if they are technically acceptable. We may choose not to award to the offeror rated the highest in the non-cost elements, if their perceived advantages are not considered worth the cost premium. In selecting which offer represents the Best Value, the Source Selection Authority (SSA) will consider the evaluation elements and their relative importance as stated in paragraph 7 below. Using this as a guide, the SSA will determine which offer represents the Best Overall Value to the Government comparing the cost and non-cost advantages and disadvantages.
3. Although cost is not the most important consideration, it could be controlling. Where an otherwise superior proposal is not affordable or is unreasonably priced, where two proposals are not worth the cost premium, cost could be the deciding element.
4. Proposals which merely offer to perform the work in accordance with the Request for Proposal (RFP), or which are so lacking in content and detail that the Government cannot conduct a meaningful evaluation without significant supplemental information are unacceptable and will not be considered for award.
5. Any proposal which is considered unrealistic in terms of technical capability, unrealistically high or low in cost, or contains significant inconsistency between proposed performance and cost may be judged as lacking competence or failing to understand the requirements or the work required. In such cases, the proposal may be rejected.
6. This solicitation, DAAE20-98-R-0215, will result in the competitive award of a long-term, FIRM-Fixed Price, Best Value, Indefinite Delivery Indefinite Quantity (IDIQ) type contract (See FAR 16.504), for the Intermediate New Generation Army Targetry System (INGATS).
7. As stated in 52.212-2, Evaluation - Commercial Items Clause of this solicitation. The Government will award a contract resulting from this solicitation to the responsible offeror who's offer conforms to the solicitation that will be the most advantageous to the Government, price and other factors considered. There are four evaluation elements: 1) Technical, 2) Performance Risk, 3) Small Business Utilization, and 4) Price. Price will be evaluated as an independent variable and is less important than all other elements combined within the non-price area. Technical is significantly more important than Performance Risk and Small Business Utilization combined. Performance Risk is slightly more important than Small Business Utilization. Award will be made to the successful offeror who has demonstrated that they have the most advantageous proposal to the Government.
8. Based on the complexity of the program structure and the amount of technical detail that the Government is requiring to be submitted under this solicitation, the Government has established the following separate submission dates for each portion of their proposal:
 - a. Technical, Performance Risk, and Small Business Utilization Proposal submission date is due 9 Nov 98.
 - b. Cost proposal submission date is due 24 Nov 98.
9. This additional time will ensure that each offeror has the maximum amount of time available to prepare the proposal, while ensuring the Government ample time to maintain the program schedule. During this interim period of fifteen days between the closing date for technical, performance risk, and small business utilization proposal submission and the closing date for cost submission; the Government will begin their evaluation of the technical proposals, however, we will not conduct ANY discussions with any offeror until after receipt of the cost proposal portion, and the solicitation is offically closed. An offeror who fails to meet the closing date for submission of the technical portion of this solicitation, will be considered late in accordance with the late proposal submissions of FAR 52.212-1(f).
10. This solicitation contains the following:
 - a. THE GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS CONTRACT. The guaranteed minimum quantity will form the funded basis of the minimum portion of the IDIQ. The guaranteed minimum quantity is shown in CLINS 0001AA through 0007AA in the Schedule B found on pages 6 through 12 of the solicitation. The nomenclature of each line item gives the range type and location. This minimum quantity will be obligated at time of award. The guaranteed minimum quantity specifically represents the "minimum

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Quantity", as defined by and referenced in FAR and DFARS clauses contained within this solicitation document, either in full text or by reference.

b. MAXIMUM QUANTITY OF COMPONENTS SPECIFIED FOR PRICING PERIODS 1 THROUGH 5 AS CALLED OUT BELOW. Pricing for these indefinite quantities should be provided on the price evaluation sheets provided in the solicitation. The stated Indefinite quantities are estimates only and are subject to the limitations contained in the Order Limitation Clause on page 18 of the solicitation. The charts as shown in the solicitation, carry the same force and effect as if listed in the Schedule in Section B.

- (1) Pricing Period 1: Award Date - 30 Sep 1999
- (2) Pricing Period 2: 1 Oct 1999 - 30 Sep 2000
- (3) Pricing Period 3: 1 Oct 2000 - 30 Sep 2001
- (4) Pricing Period 4: 1 Oct 2001 - 30 Sep 2002
- (5) Pricing Period 5: 1 Oct 2002 - 30 Sep 2003

11. The component quantities as shown in the charts provided in the solicitation are provided solely for the purpose of establishing reasonable minimum and maximum quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum quantity are executed. See Order Limitations, FAR 52.216-19. These requirements are not guaranteed buy quantities. The prices quoted shall include the 3-D target, training, and installation of the range.

12. During each pricing period the Government may issue multiple delivery orders for targetry equipment as required IAW the pricing schedules contained herein. For the purposes of bidding, each offeror should NOT consider the quantity breakdowns on the evaluation sheets as cumulative. The component quantities listed on each pricing evaluation sheet represents the most likely quantity breaks that the Government will install that type of equipment on any specific ranges. The weights associated are an indicator of the most probable order quantity and will be used for the evaluation of prices offered by each company.

13. For Informational Purposes Only the history on the 3-D targets list the following companies:

C R Daniels
Lockheed Martin
Riddle
Defense Electronic System Inc.
Eagle Plastic Company
Technical Sales Inc.

14. Each order stands on its own insofar as it obligates the Government. If additional orders are placed, the stated maximum ordering quantities are established as specific limitations on the ordering authority of the Government.

15. Pricing for the Indefinite Quantities shall be provided on price evaluation sheets referenced in the solicitation for each pricing period, for the different components. Each proposal submitted shall be considered as a single price for each component that will be used to complete a range as stated in the Performance Description. Under no circumstance will the Government order more than 24 ranges in a pricing period. These ranges can be ordered in any combination of components with the location to be specified upon placement of the order. The OCONUS ranges will be at Army locations throughout the free world, such as in Europe, Korea, Hawaii, or Alaska. All the targetry/components referred to in this solicitation includes installation by the contractor.

16. The delivery period for range installation of the guaranteed minimum quantity shall be in accordance with the Section B of this solicitation for CLINS 0001 through 0007. Delivery periods for the Indefinite quantities will be 120 days after order is issued or as stipulated by the Government. At least 30 days prior to the delivery/installation date the Government will establish any revised dates and begin coordination with the local range personnel. In the event the site is not ready, the contractor may have to store the items for up to 60 days at no additional cost to the Government.

17. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in exclusion of the proposal from further consideration.

18. All Delivery Orders will be issued unilaterally by the Government with Firm Delivery Dates.

19. All Delivery Orders will be issued utilizing the Unit Price Proposed for the applicable quantity by Pricing Period.

*** END OF NARRATIVE A 001 ***

THE FUNCTIONAL DEMONSTRATION SHALL BE PERFORMED 90 DAYS AFTER AWARD OF CONTRACT. (SEE PAGE 14, ENTITLED INSPECTION AND ACCEPTANCE)

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*** END OF NARRATIVE A 002 ***

The purpose of this amendment is to hereby change the following:

1. Page 1 of 40, block 6 of the solicitation, the date of 1998Oct 08 is hereby added.
2. Page 1 of 40, block 8 delete 1998NOV09, and add See Page 3, Paragraph 8a and b.
3. The submission dates for each portion of the proposal is changed as follows:
 - a. Technical, Performance Risk, and Small Business Utilization Proposal submission date on page 3, paragraph 8(a) is changed from 9 Nov 1998, to 30 Nov 1998.
 - b. Cost proposal submission date on page 4, paragraph 8(b) is changed from 24 Nov 1998, to 14 Dec 1998.
4. CLIN 0008AA is hereby incorporated. FT. A.P. Hill will be the government range used for the Functional Demonstration as described on page 14 of the solicitation.
5. Please note that the Price Evaluation Sheets have been revised. The last version is dated 3 Nov 98 can be obtained on the INTERNET under the PDF column.
6. Page 21 of 40 of the solicitation, Paragraph (o) Warranty:

The following paragraph is deleted: Any software license agreement available shall be provided to the Government during the solicitation phase and the contractor is required to identify any proprietary software or technical data. The U.S. Government shall be bound by any licensing agreements required by the contractor under the solicitation and agrees to protect any said proprietary information. The offeror guarantees that the software will perform as required to meet the performance description.

The following paragraph is added: Any software license agreement available shall be provided to the Government during the solicitation phase and the contractor is required to identify any proprietary software or technical data. These agreements are subject to legal review. After a legal determination has been made, the U.S. Government may be bound by any licensing agreements required by the contractor under the solicitation and agrees to protect any said proprietary information. The offeror guarantees that the software will perform as required to meet the performance description.

7. The Performance Description has been revised as follows:
 - a. The Performance Description dated 31 Aug 1998 is hereby deleted.
 - b. The New Performance Description dated 30 Oct 1998 is hereby added and can be found at the following INTERNET address:

<http://www-acala.ria.army.mil/ACALA/AAIS/SOLINFO/SOW/ingats.rtf>

Description of the web link is INGATS.
 - c. As a result of the changes to the Performance Description the following changes were made:

Page	Change
3	Added ATKS to list and changed GUPS to loop back to ATKS
18	Made changes to paragraph 3.2.1.6.t.
18	Corrected paragraph number from 3.2.1 to 3.2.2.
21	Added round identification to paragraph 3.2.3.2.
40	Made changes to definitions on Figure 1.
48	Added ATKS to title page of Appendix C.

8. All other terms and conditions remain unchanged.
9. FAILURE TO ACKNOWLEDGE THIS AMENDMENT AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

*** END OF NARRATIVE A 003 ***

The purpose of this amendment is to hereby change the following:

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1. On amendment 0001 CLIN 0001AA, 0004AA, and 0006AA quantity should read (1) one.
2. On amendment 0001 CLIN 0008AA delete RFMIT and add RFSIT.
3. The submission dates for each portion of the proposal is changed as follows:
 - a. Technical, Performance Risk, and Small Business Utilization Proposal submission date is changed from 30 Nov 98 to 15 Dec 98.
 - b. Cost Proposal submission date is changed from 14 Dec 98 to 29 Dec 98.
4. All other terms and conditions remain unchanged.
5. FAILURE TO ACKNOWLEDGED THIS AMENDMENT AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

*** END OF NARRATIVE A 004 ***

The purpose of this amendment is to hereby change the following:

1. The submission dates for each portion of the proposal is changed as follows:
 - a. Technical, Performance Risk, and Small Business Utilization Proposal submission date is changed from 15 Dec 98 to 30 Dec 98.
 - b. Cost Proposal submission date is changed from 29 Dec 98 to 15 Jan 99.
2. All other terms and conditions remain unchanged.
3. FAILURE TO ACKNOWLEDGED THIS AMENDMENT AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

*** END OF NARRATIVE A 005 ***

The purpose of this amendment is to hereby change the following:

1. The submission dates for each portion of the proposal is changed as follows:
 - a. Technical, Performance Risk, and Small Business Utilization Proposal submission date is changed from 30 Dec 1998 to 19 Jan 1999.
 - b. Cost Proposal submission date is changed from 15 Jan 1999 to 29 Jan 1999.
2. Please note that the Price Evaluations sheets have been revised. The latest version is dated 12/28/98 can be obtained on the INTERNET under the PDF column.
3. CLINS 0001AA through 0008AA have been revised to change FOB Destination to Origin, change to type of components, and add delivery schedule days.
4. CLIN 0008AA the RFMAT-V is changed to RFMAT, quantities remain unchanged. RFMIT changed to RFSIT. The acceptance test for A.P. Hill will consist of the following components and quantities: HHC - QTY 1, RFSAT - QTY 35, RFSIT - QTY 40, RFMAT - QTY 2, RFCCS - QTY 1, AND ATKS - 37. The functional demonstration will consist of the following components and quantities: RFMIT - QTY 3, SES - 3, AND BES 3. The BES will remain at Ft. A.P. Hill and will be invoiced with the range acceptance. The RFMIT and SES will be used on the range for CLIN 0001AA.
5. The Performance Description has been revised as follows:
 - a. Paragraph 3.2.1.3. The last sentence. Change
FROM: The MIT shall have the characteristics of the SIT plus the following.
TO: The MIT shall have the characteristics of the SIT, except that the weight in paragraph 3.2.1.3.d shall apply only to the SIT and not the MIT. In addition the MIT shall have the following characteristics.
 - b. Paragraph 3.2.3.2. The second sentence. Change

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FROM: The round identification shall have the capability to identify projectile types to include 7.62mm, 25-30mm, 120mm subcaliber (38mm penetrator with 78mm tail cone), and 105mm - 120mm tank projectiles plus anti-armor missiles and report the type of round fired.

TO: The round identification shall have the capability to identify projectile types to include as a minimum 7.62mm, 9mm, 25-30mm, 120mm subcaliber (38mm penetrator with 78mm tail cone), and 105mm-120mm tank projectiles plus anti-armor missiles and report the type of round fired.

c. Paragraph 3.2.3.1. The third sentence. Change

FROM: The SAT, MAT, and MAT-V shall minimally detect projectiles from 7.62mm to 120mm plus anti-armor missiles.

TO: The SAT, MAT, and MAT-V shall minimally detect both supersonic and subsonic projectiles from 7.62mm to 120mm plus anti-armor missiles.

d. Paragraph 3.2a. The first three sentences. Change

FROM: All RF controlled equipment shall be capable of operating in either the 138 to 160 MHz or the 406 to 420 MHz bands, as determined by the frequency availability of each range. Operating band and channel frequency shall be selectable in accordance with (IAW) determination of available frequencies at the range being installed. The HHC device and all transmitted receivers/transceivers shall be tunable over the whole band by range support personnel without changing out of components.

TO: All RF controlled equipment shall be capable of operating in both the 138 to 160 MHz and 406 to 420 MHz bands. The channel frequency shall be such that the tuners are selectable. The HHC, RFCCS and all RF down range receivers/transceivers shall be tunable through each band by range support personnel without changing internal components to select tunable frequency ranges.

e. Paragraph 3.2.a. The last sentence. Change

FROM: All radio transmitters shall utilize narrow bandwidth technology, whenever possible, and have a bandwidth of 12.5 kHz or less IAW the National Telecommunications and Information Administration (NTIA) requirements, or present a plan on how the 1 January 2008 deadline for transition will be met.

TO: All radio transmitters and receivers shall utilize narrow bandwidth technology, and have a bandwidth of 12.5 kHz or less for all transceivers, IAW the National Telecommunications and Information Administration (NTIA) requirements to be met by 1 January 2008.

6. Page 15 of 40, Clause F.O.B. Destination-Evidence of shipment is hereby deleted. Clause FF0031, F.O.B. Origin, FAR 52.247-29 is hereby added.

The change to F.O.B. Origin will be applied to all locations both CONUS and OCONUS, and to all pricing periods, including the instant procurement and all out-years.

The offerors are advised to include in their technical proposal, a description of the commercial pack/packaging, shipment manifest and tracking, and methods that will be employed to ensure that all components required for the installation of an entire range site will be delivered to the Government in a manner conducive to safe handling and GBL transshipment to the installation site. This packaging portion of the technical proposal will be subject to Government determination of acceptability. Proposals found lacking will require correction by the offeror during discussions and/or negotiations, and will not affect the evaluation of the technical proposal, once they are determined acceptable.

A conditional acceptance, based on count and condition (no payment will be granted until range is accepted), will be granted upon delivery of the complete manifest of hardware for a single site to the Government staging area, prior to transshipment.

This conditional acceptance will not confer the status of Government Furnished Property to the materials shipped under GBL, and the Contractor will retain the responsibility for final transportation of the materials from the destination to the installation sites on the range. Final acceptance continues to follow the successful demonstration of the installed range to meet the full requirements of the INGATS performance description.

7. Page 21 of 40, Paragraph (O) Warranty:

The following paragraph is deleted: The contractor shall provide a 5 year warranty to repair or replace any part which does not function IAW the Performance Description contained within this solicitation and resulting contract. The warranty period shall start from day that the range is accepted.

The following paragraph is added: The contractor shall provide a 3 year warranty to repair or replace any part which does not function IAW the Performance Description contained within this solicitation and resulting contract. The warranty period shall start from day that the range is accepted.

8. The following clause is hereby incorporated into the solicitation:

FAR 52.232-29, Terms for Financing of Purchases of Commercial Items (OCT 1995)

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(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights. (1) No payment or other action by the Government under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.

(g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-21) and the terms in this clause, the terms of this clause shall govern.

(end of clause)

The policy stated in FAR 32.202-4, paragraph (a) requires the Government to obtain adequate security for Government financing. The offeror is required to specify the form of security that will be provide. The offeror can reference FAR 32.202-4, 28.203-2, 28.203-3, and 28.204 to determine which types of assets may be acceptable as security.

9. Page 33 of 40, Paragraph (d) Product Samples is hereby added. Product Sample can be proposed by the offerors to allow the evaluation team to better assess the maturity and availability of products during the technical proposal evaluation, prior to contract award. All other factors being equal, an offeror who can demonstrate existing, fielded equipment will receive a better technical rating and commensurate lower performance risk rating with regard to overall design and stability of design than one who does not. A time and date will be specified after receipt of offers put prior to award.

10. Page 33 of 40, Paragraph (k) is hereby deleted in its entirety, and replaced with the following:

1. Small Business offerors must provide the following information in their proposal:

(a) Current plans/policies for subcontracting with Small Business(SB), Small Disadvantaged Business(SDB), Woman Owned Small Business(WOSB), and Historically Black Colleges and Universities/Minority institutions(HBCU/MI). For evaluation purposes HBCU/MI will be evaluated under the SDBs.

(b) The names of SBs, SDBs, or WOSB that would participate in the instant contract including the offeror efforts as a prime

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contractor, the extent of the commitment to use such firms, the identification of the specific components/efforts to be performed by those firms and the estimated total dollar value of such work. The Target Small Business Participation goals are: (1) 23% to SB, (2) 5% to SDB, and (3) 5% to WOSB. These goals shall be based on the total contract value.

(c) A description of your past performance over the last three calendar years in complying with the requirements of FAR 52.219-8, to include describing and providing documentation of the methods to promote SB, SDB, WOSB, and HBCU/MI utilization, and the internal methods used to monitor such utilization.

2. Large Business offerors must provide the following in their proposal:

(a) A Small, Small Disadvantaged and Woman Owned Small Business Subcontracting Plan in accordance with FAR 52.219-9, which requires the submission of information requested for subcontracts issued to small businesses IAW the target small business participation goals stated in (a) and (b) above.

(b) A description of your past performance over the last three calendar year in complying with the requirements of FAR 52.219-8 and 52.219-9, including documentation of the achievement of the goals established under subcontracting plans submitted pursuant to FAR 52.219-9. Large businesses which have not held a contract that included FAR 52.219-9 shall so state, and provide the data requested in (c) above.

11. Page 37 and 38 of 40, the following changes are being made to the Technical Adjective Rating for the Radio Frequency Bandwidth:

EXCELLENT:

DELETE: The offeror will provide a radio that incorporate the narrow bandwidth capability with the range.

ADD: The offeror will provide a single radio that incorporates both frequency bands automatically, not requiring manual switching between bands, and is continuously tunable through each band.

GOOD:

DELETE: The offeror will provide a radio that can be converted to narrow bandwidth by changing out minor components.

ADD: The offeror will provide a single radio that incorporates both frequency bands that may require manual switching between bands and is continuously tunable through each band.

ADEQUATE:

DELETE: The offeror will provide a radio that must be replaced with a new radio to obtain a narrow bandwidth.

ADD: The offeror will provide a production plan to convert or redesign a current radio(s) to a single radio that incorporates both frequency bands, and is continuously tunable through each band.

MARGINAL:

DELETE: The offeror has no current plan to convert to narrow bandwidth technology.

ADD: The offeror will provide a proposal indicating they will design a single radio that incorporates both frequency bands, and is tunable through each band.

12. Page 39 of 40 delete Small Business Utilization, and replace with the following:

Small Business Utilization

a. Under this element we will evaluate the proposed plan for use of Small Business, Small Disadvantaged Business, and Woman Owned Small Business Utilization and the likelihood (risk) of you meeting the requirements of FAR 52.219-8 or 52.219-9 (as appropriate) based on your commitment under this current contract and the realism of that commitment based on your past performance history of meeting those requirements.

b. The Government will consider the proposed extent of use of Small Business(SB), Small Disadvantaged Business(SDB) and Woman Owned Small Business(WOSB) in the execution of the contract requirements. The proposal must contain a clear and concise approach to meeting the applicable SB/SDB/WOSB requirements contained in FAR 52.212-1 paragraph (k) and FAR 52.212-2, Small Business Utilization of the RFP.

c. Please note that a negative finding under any element may result in an overall high risk rating. Therefore it is important

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that you include all recent and relevant past efforts in your submission, including demonstrated corrective actions, and describe the relevance of that information. While we may elect to consider data from other sources, the burden of providing complete information rests with the offeror.

ADJECTIVAL SCALE

The element of Small Business Participation will be evaluated in accordance with the following. Apply the adjectival rating for the definition that most closely meets the evaluation conclusion.

ADJECTIVAL

DEFINITION AND CRITERIA

Excellent

Offeror makes an active effort to identify and qualify SBs, SDBs, and Women-Owned Small Business(WOSBs) to include lists of sources for subcontracting opportunities or participation in teaming arrangements. Offeror has a written plan stating its policy to provide maximum practicable subcontracting opportunities to SBs, SDBs, and WOSBs. Based on the offerors proposed use of SBs, SDBs, and Woman-Owned Small Business(WOSBs) along with proposed goals, it is highly likely that target small business participation will be met or exceeded. Offeror has substantive evidence suggesting prior achievement of subcontracting plan or policy goals. Based on past performance history, the offeror's proposed goals and/or actions are considered realistic.

Good

Offeror has a policy to pursue award of subcontracts to SBs, SDBs, or WOSBs, to include possible source lists which identify candidate SBs, SDBs, or WOSBs. Based on the offerors proposed use of SBs, SDBs, or Women-Owned Small Business(WOSBs), along with performance history of achieving proposed goals, it is likely that target small business participation will be met or exceeded. Offeror has evidence suggesting measurable prior subcontracting with SB, SDBs, or WOSBs. Based on past performance history, the offeror's proposed goals and/or actions are considered realistic.

Adequate

Offeror has previously pursued award of subcontracts to SBs, SDBs, or WOSBs, as demonstrated by either existing source listings of other SBs, SDBs, or WOSBs. Based on the offerors proposed use of SBs, SDBs, or WOSBs, along with performance history of achieving proposed goals, it is likely that target small business participation will be met. Some prior evidence of subcontracts with these firms, which may have resulted from a subcontracting plan or policy.

Marginal

Offeror has limited, if any, prior evidence of subcontracting with SBs, SDBs, or WOSBs, but proposal reflects a commitment to pursue future subcontracting opportunities with SBs, SDBs, or WOSBs. Based on the offerors proposed use of SBs, SDBs, and WOSBs along with performance history of achieving proposed goals, it is unlikely that target useage will be met. Based on past performance history, the realism of the offeror's proposed goals and/or action is questionable.

Poor

Offeror demonstrates little or no commitment to using SBs, SDBs, or WOSBs. The offeror did not meet his prior Small Business goals and/or showed no serious commitment and did not provide adequate justification for not doing so. Based on the offerors proposed use of SBs, SDBs, or WOSBs along with performance history of achieving proposed goals, it is probable that target small business participation will not be met. Based on past performance history, the offeror's proposed goals and/or actions are not realistic.

13. Page 40 of 40, Price delete paragraph a and b and replace with the following:

PRICE

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a. Proposed unit prices for each quantity range will be multiplied by the assigned weight for that range (the "weight" is the most current assessment of the likelihood, expressed as a percentage, that the actual order quantity will fall within that range.) For those Items/Pricing Periods with more than one quantity range, the weighted prices will be added together resulting in a single weighted unit price for each Item in each Pricing Period.

b. The weighted unit price will then be multiplied by the estimated total quantity to be ordered within that Pricing Period, resulting in an evaluated Item Price. The estimated total quantity is defined as the midpoint of the evaluation range with the greatest weight assigned to it. The estimated total quantity is not a guaranteed order quantity and should not be considered as such when offers are made. The estimated total quantity is provided for evaluation purposes only and does not represent the total quantity that the government will order. The evaluated Item prices for all Items and all Pricing Periods will be totaled to arrive at an evaluated Item price.

EXAMPLE: Pricing Period 1, Item

Eval Range	Proposed Unit Price	Weight %	Weighted Price	Est Qty	Evaluated Item Price
1-5	\$500.00	40%	\$200.00		
6-25	\$450.00	50%	\$225.00		
26 & above	\$375.00	10%	\$ 37.50		
Weighted Unit Price			\$462.50	16	\$7,400.00

This solicitation requires that the offeror provide prices for varying quantity ranges for each Item. Should the offeror fail to provide prices for each range, the Government will evaluate the offer by using the lowest proposed price for the Item/Pricing Period. Additionally, this solicitation requires that the offeror provide price for multiple Pricing periods for each Item.

c. Evaluation of proposed prices shall include determining reasonableness. Reasonableness is interpreted to mean that the price does not exceed what would be incurred by an ordinary prudent person in the conduct of competitive business pursuant to FAR 31.201-3. Offerors are solely responsible under actual contract performance for ensuring that pricing reflects adequate resources to successfully complete the effort.

14. Request that the following copies be provided with your proposal:

Technical - 8 copies
 Performance Risk - 2 copies
 Small Business Utilization - 2 copies
 Cost Proposal - 2 copies

15. All other terms and conditions remain unchanged.

16. FAILURE TO ACKNOWLEDGED THIS AMENDMENT AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION YOUR OFFER.

*** END OF NARRATIVE A 006 ***

The purpose of this amendment is to hereby change the following:

1. The submission dates for each portion of the proposal unremain changed.
2. The Performance Description has been revised as follows:

a. Amendment 0004 Paragraph 5(b), and the Performance Description Paragraph 3.2.3.2, the second sentence is changed as follows:

From: The round identification shall have the capability to identify projectile types to include 7.62mm, 25-30mm, 120mm subcaliber (38mm penetrator with 78mm tail cone), and 105mm - 120mm tank projectiles plus anti-armor missiles and report the type of rounds fired.

To: The round identification shall have the capability to identify projectile types and report the type of round fired, to include as a minimum:

5.56mm Ball and Tracer

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7.62mm Ball and Tracer
 9mm Ball and Tracer
 .50 Cal Ball and Tracer
 25mm TPDS-T
 25mm TPT
 35mm Subcaliber LAW
 30mm Training TP-T
 40mm Practice Tracer

105mm TPT TPCSDS-T
 105mm HEAT-TP-T
 120 TPCSDS-T
 120 HEAT-TO-T
 MK19 40mm M385A1
 M203 40mm Practice
 TOW

b. Paragraph 3.2.3.1, Round Detection, Change sentence 3:

From: The SAT, MAT, and MAT-V shall minimally detect projectiles from 7.62mm to 120mm plus anti-armor missiles.

To: The SAT, MAT, and MAT-V shall minimally detect projectiles from 5.56 to 120mm plus anti-armor missiles. Projectiles shall be grouped into three sensitivity levels by size: 5.56 - 0.50 Cal, 25mm - 40mm, and 105mm - 120mm. This sensitivity level will be selectable from the RCS. Hits will be recorded only for projectiles that exceed the minimal allowed in that level.

3. All other terms and conditions remain unchanged.

4. FAILURE TO ACKNOWLEDGED THIS AMENDMENT AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOURS AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

*** END OF NARRATIVE A 007 ***

The purpose of this amendment is to hereby change the following:

1. The submission date for the Cost Proposal is changed from 29 Jan 99 to 12 Feb 99.

2. All other terms and conditions remain unchanged.

3. FAILURE TO ACKNOWLEDGED THIS AMENDMENT AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

*** END OF NARRATIVE A 008 ***

The purpose of this amendment is to close discussions and request Final Proposal Revisions. Revised offers must be submitted in strict accordance with the performance description and the changes stated in letters dated 22 Feb 99, 1 Mar 99, and 4 Mar 99, which are as follows:

1. Paragraph 3.2.1.3 Moving Infantry Target Mechanism (MIT), first two sentences. Change

FROM: The MIT shall be operated in two configurations; one using commercially available power for HW ranges, the other using self-supporting power (i.e., batteries, generator, etc.). The HW version shall come complete with all necessary cables and interfacing devices to be compatible with the commercial power and signal cables available as part of the target area configurations IAW Appendix B.

TO: The MIT shall be capable of operating on both the HW and RF ranges. The RF version must include self-supporting power (i.e., batteries, generator, etc.). If applicable, the HW version shall come complete with all necessary cables and/or interfacing devices to be compatible with the commercial power and signal cables available as part of the target area configurations IAW Appendix B.

2. Paragraph 3.2.2.4 Battlefield Effects simulator (BES). Third sentence. Change

FROM: The preferable method of BES operation is to use a non-pyrotechnic solution to avoid the lengthy certification procedure for new pyrotechnics. The following subparagraphs describe the minimum required performance and physical characteristics of the BES.

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TO: The preferable method of BES operation is to use a non-pyrotechnic solution to avoid the lengthy certification procedure and eliminate some of the transporting and handling risk involved with the current pyrotechnics.

3. Paragraph 3.2.2.4.i Audio/Visual Cue. Entire paragraph. Change

FROM: BES shall, as a minimum, have the capacity to produce a visual and audio cue for hostile fire, a visual cue for kill, and a visual cue for hit. The cues shall be visible and heard, on a clear day, from 1500 meters or greater, with the unaided eye and unprotected ear.

TO: BES shall, as a minimum, have the capacity to produce a different and distinguishable effect for hostile fire, a target hit and a target kill. These effects shall replicate as closely as possible the real battlefield signatures produced: a visual and audio cue for hostile fire (e.g. flash and bang), a visual cue for kill (e.g. black, white smoke) and a visual cue for hit (e.g. steel and steel/stars). The cues shall be visible and heard, under day, night, and limited visibility conditions. During the day the cues must be able to be observed by the unaided eye from 1500 meters or greater. The hostile fire must be heard by the unprotected ear from 1500 meters or greater. During the day and under limited visibility conditions the cues must be observable through the thermal sight (both high and low magnification). At night all visible cues must be observable by the thermal and passive sight systems (both high and low magnification).

4. Paragraph 3.2.3.1 Round Detection. Sentence 2 through sentence 4. change

FROM: As a minimum, the SIT and MIT shall be capable of detecting the penetration of the target by 5.56mm through 50 caliber projectiles. The SAT, MAT, and MAT-V shall minimally detect projectiles. The SAT, MAT, and MAT-V shall minimally detect projectiles from 5.56mm to 120mm plus anti-armor missiles. Projectiles shall be grouped into three sensitivity levels by size: 5.56 - 0.50 Cal, 25mm - 40mm, and 105mm - 120mm.

TO: As a minimum, the SIT and MIT shall be capable of detecting the penetration of the target by 5.56mm and larger projectiles. The SAT, MAT, and MAT-V shall minimally detect projectiles from 5.56mm and larger plus anti-armor missiles. Projectiles shall be grouped into three sensitivity levels by size: 5.56mm and larger, 25mm and larger, and 105mm and larger.

5. Paragraph 3.2.3.3 Data Collection. Sentence 3 through sentence 5. Change

FROM: The data collected from the SAT, MAT, and MAT-V shall additionally include the location that the round penetrated the target plane, for both hits and near misses. Near misses are defined as within a minimum of 2 feet of the target. The calculated location of the hits for the SAT, MAT, and MAT-V shall be 100% accurate to within 60mm of where the round actually penetrated the plane of the target (refer to figure 1 for graphical representation). This error tolerance shall remain consistent for rounds penetrating the target at angles up to 15 degrees to the left, right and above the perpendicular to the plane of the target (refer to figure 1 for graphical representation).

TO: The data collected from the SAT, MAT, and MAT-V shall additionally include the location of all supersonic rounds penetrating the target plane, for both hits and near misses. Near misses are defined as within a minimum of 2 feet of the target. The calculated location of the hits for the SAT, MAT, and MAT-V shall be accurate 97% of the time, to within a minimum acceptable parameter of 120mm of where the round actually penetrated the plane of the target, or to within a preferred acceptable parameter of 60mm of where the round actually penetrated the plane of the target. This error tolerance shall remain consistent for rounds penetrating the target at angles up to 15 degrees to the left and right of the target centerline and up to three (3) degrees above and below the plane of the target.

6. Paragraph 3.2.3.2 Round Identification. Change:

FROM: For the SAT, Mat, and MAT-V the round detection method shall also have the capacity to discriminate between projectile types. The round identification method should have the capability to identify projectile types and report the type of round fired with a 95% accuracy. These may be reported in lethality groupings by kill capability:

5.56mm Ball and Tracer
7.62mm Ball and Tracer
9mm Ball and Tracer
.50 cal Ball and Tracer
25mm TPDS-T
25mm TPD
25mm Subcaliber LAW
30mm Training TP-T
40mm Practice Tracer
105mm TPT TPCSDS-T
105 HEAT-TP-T
120mm TPCSDS-T
120mm HEAT-TO-T

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MK19 40mm M385A1
M203 40mm Practice
TOW

TO: For the SAT, MAT, and MAT-V the round detection method shall also have the capacity to discriminate between projectile types as listed below and shall report this information to the CCS. The round identification should have the capability to identify projectile types and report the type of round fired with a 95% accuracy. These may be reported in Lethality groupings by kill capability:

5.56mm Ball and Tracer
7.62mm Ball and Tracer
9mm Ball and Tracer
.50 cal Ball and Tracer
25mm TPDS-T
25mm TPD
25mm Subcaliber LAW
30mm Training TP-T
40mm Practice Tracer
105mm TPT TPCSDS-T
105mm HEAT-TP-T
120mm TPCSDS-T
120mm HEAT-TO-T
MK19 40mm M385A1
M203 40mm Practice
TOW

Round identification for sub-sonic rounds is not required. Detection of sub-sonic rounds is required as delineated in paragraph 3.2.3.1

7. The following changes are hereby made to the Adjectival Ratings in FAR Clause 52.212-2, Evaluation - Commercial Item, pages 37-38 of the solicitation at reference (a) to reflect the above technical change:

EXCELLENT: Hit Detection:

FROM: Item has been produced, or a prototype sample is available, and capabilities have been demonstrated that exceed the requirement listed in Paragraph 3.2.3 of the performance description.

TO: Item has been produced, or a prototype sample is available, and capabilities have been demonstrated that exceed the requirement listed in Paragraph 3.2.3 of the performance description, including the preferred acceptable parameter of accurately calculating the location of the hits for the SAT, MAT, and MAT-V to within 60mm of where the round actually penetrated the plane of the target, 97% of the time.

GOOD: Hit Detection:

FROM: Meets the requirements listed in Paragraph 3.2.3 of the performance description, and has produced or a prototype is available that meets, but some redesign is necessary to achieve the specifications listed in the performance description.

TO: Item has been produced, or a prototype sample is available, and capabilities have been demonstrated that exceed the requirement listed in Paragraph 3.2.3 of the performance description, including the minimum acceptable parameter of accurately calculating the location of the hits for the SAT, MAT, and MAT-V to within 120mm of where the round actually penetrated the plane of the target, 97% of the time.

ADEQUATE: Hit Detection:

FROM: Meets the requirements listed in paragraph 3.2.3 of the performance description but considerable redesign is necessary.

TO: Meets the minimum acceptable requirements listed in Paragraph 3.2.3 of the performance description, and has produced or a prototype is available that meets, but some redesign is necessary to achieve the specifications listed in the performance description.

MARGINAL: Hit Detection:

FROM: Very low or no probability of meeting the technical requirements.

TO: Meets the minimum acceptable requirements listed in paragraph 3.2.3 of the performance description but considerable redesign

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is necessary.

8. Please note that the Price Evaluations sheets have been revised based on changes to the Hit Detection Device for Armor Targets. The change corrected the estimated quantities, evaluation ranges, and assigned weights as stated in our letter dated 01 March 1999. The latest revision is dated 03/12/99 can be obtained on the INTERNET under the PDF column. When submitting your Final Revision Proposal pricing spreadsheet please annotate on a separate sheet what components have been revised.
9. Prices submitted on the Cold Weather Kit shall include all hardware necessary for equipment operation to temperatures down to - 40 degrees F. (Examples generator, solar panels, batteries, etc.)
10. Submission of Final Proposal Revision must be received by March 22, 1999, at 12:00PM CT. Late offers will be handled in accordance with FAR 52.212.1(f) cited in the solicitation. Final acceptance of offers will be within 120 days of closing unless otherwise stated in the offer.
10. Offerors who do not intend to modify their original offers, but who do want to be considered for award must confirm their offers by responding to the Request for Final Proposal Revision to remain in consideration for award. The Final Proposal Revision offer must be signed by an individual authorized to contractually bind the company.
11. Final Proposal Revision offers and pricing period prices must be reflected on this amendment 0007.
12. FAILURE TO ACKNOWLEDGED THIS AMENDMENT AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

*** END OF NARRATIVE A 009 ***

The purpose of this amendment is to formally incorporate Letter Amendment 0008, dated 19 March 1999.

*** END OF NARRATIVE A 010 ***

EXECUTIVE SUMMARY (SECTION A)

1. The purpose of this amendment (0009) is to reopen the Intermediate New Generation Army Target System (INGATS) solicitation in accordance with the General Accounting Office's (GAO) recommendation. Participation in this reopening is limited to only those offerors who submitted proposals under the original competition. This recompetition will result in the evaluation of revised proposals and selection of the offer that provides the United States Government (USG) the best overall value under the terms and conditions of the solicitation as amended. Attached and/or as part of this amendment are the following which replace previous documents in their entirety: INGATS Performance Description, 08 Feb 2000, Price Evaluation Sheets, Instructions to Offerors (Section L) and Evaluation Criteria (Section M). The Questions and Answers previously provided on the internet with the original solicitation have either been incorporated in this amendment/attachments or deleted entirely.
2. The Government has established the following separate proposal submission dates.
 - a. Technical, Past Performance (previously Performance Risk), and Small Business Utilization Proposal submission date is 22 February 2000.
 - b. Cost Proposal submission date is 21 Mar 2000.
3. The pricing structure and methodology for this amendment will be similar to those provided under the original procurement. Hardware, Installation and Training will be priced separately. The attached Price Evaluation Spreadsheets reflect the USG's best estimated quantities, ranges of equipment and weights of future requirements which may be ordered under this amendment based on actual and projected requirements. The Stationary Armor Target (SAT) Hit Detection Device (HDD) and Moving Armor Target (MAT) HDD have been split for pricing purposes. Notwithstanding the draft amendment which offered the opportunity to replace original prices, the offerors shall complete all bold outlined spaces on all Price Evaluation Spreadsheets with proposed unit prices for each quantity range, all Pricing Periods and each item. Prices for hardware shall be submitted on an FOB Origin basis for OCONUS Shipments and on an FOB Destination basis for CONUS Shipments. Prices for installation will be for CONUS Shipments and OCONUS Shipments. Pricing Sheets are provided as an attachment to this amendment. A separate electronic copy of the Excel Spreadsheets will be furnished/emailed by the USG (Kim Jones) for your completion. Two (2) hard copies and one (1) completed electronic copy as identified in paragraph 8 of this section are to be submitted. In the event of any differences, the HARD copy price evaluation sheets will take precedence and will be used for evaluation and pricing purposes.
4. This amendment contains the following:
 - a. GUARANTEED QUANTITY TO BE AWARDED UNDER THIS INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT. The guaranteed minimum quantity will be the funded basis of the IDIQ. The guaranteed minimum quantity is shown starting with CLIN 0014 on Schedule B. The nomenclature of each line item gives the range type and location. Each CLIN is broken into three Sub-CLINS: Sub-CLIN AA represents the hardware, Sub-CLIN AB represents installation onto the range and Sub-CLIN AC represents the training (to

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include the sustainment training package) required for each identified range. This minimum quantity will be obligated on a Delivery Order at time of award of the basic IDIQ contract. The guaranteed minimum quantity specifically represents the "minimum quantity" as defined by and referenced in FAR and DFARS clauses contained within the solicitation document, either in full text or by reference.

b. QUANTITY RANGES OF COMPONENTS FOR PRICING PERIODS 1 THROUGH 5. Pricing for indefinite quantities will be provided on the attached Price Evaluation Sheets with Hardware, Installation and Training each priced as a single unit and priced on a separate matrix (See Instructions to Offerors). Prices shall be submitted on an FOB Destination basis for CONUS and on an FOB Origin basis for OCONUS shipments. The following are the dates for the Pricing Periods covered by this amendment:

Pricing Period 1: Award date - 31 Dec 2000
Pricing Period 2: 1 Jan 2001 - 31 Dec 2001
Pricing Period 3: 1 Jan 2002 - 31 Dec 2002
Pricing Period 4: 1 Jan 2003 - 31 Dec 2003
Pricing Period 5: 1 Jan 2004 - 31 Dec 2004

The component quantities as shown on the Price Evaluation Sheets are provided solely for the purpose of establishing reasonable minimum and maximum quantities against which to provide prices and to establish ordering limitations in the event that orders beyond the guaranteed minimum quantity are executed. An award under this amendment in no way obligates the USG to order any quantity beyond the guaranteed minimum quantity. As stated in the original solicitation, the government reserves the right to award up to 24 ranges per Pricing Period. The USG shall require no more than three (3) ranges to be installed in one monthly period.

5. Delivery/Performance Requirements: The delivery period for range installation shall be in accordance with Schedule B of any Delivery Order issued. Delivery periods will be established as follows:

a. Functional Demonstration: The functional demonstration, as required by the terms of the solicitation, shall be performed 120 days after award of contract. Contractor will demonstrate performance at the government specified range found at CLIN 0014 with the components as identified.

b. CONUS: The contractor shall have 150 days to produce, assemble, deliver, install and provide training on all items IAW the requirements of the Performance Description and of any contract resulting from this solicitation for any CONUS deliveries.

c. OCONUS: The contractor shall have 180 days to produce, assemble, deliver, install and provide training on all items IAW the requirements of the Performance Description and of any contract resulting from this solicitation for any OCONUS deliveries. The 30 day variance is to allow for shipment of hardware IAW the acceptance and inspection as defined in Paragraph 6 below.

At least 60 days prior to initiating delivery of the hardware, the contractor will request, in writing, the USG confirmation of site availability for delivery and installation. The government will respond within ten (10) working days either to confirm site availability or to establish revised dates and begin coordination with the range personnel. In the event the site is not ready for installation, the contractor may have to store the targetry hardware for up to 60 days at no additional cost to the government.

6. FOB Points:

a. FOB for CONUS Ranges: The point of inspection and acceptance shall be at Destination for all CONUS Ranges. Upon receipt, installation and completion of the range, the Material Inspection & Receiving Reports (DD 250) will be completed by the Quality Assurance Representative (QAR) in accordance with the Performance Description Acceptance criteria. Only after this task has been completed will the contractor be authorized to invoice and receive payment for the completed work.

b. FOB for OCONUS Ranges: The point of inspection shall be Origin for all OCONUS ranges; however, this is only to effect a count and condition acceptance and to effect the property accountability and transfer of this targetry equipment to the USG for purposes of transportation via a Government Bill of Lading (GBL) to the required location. The resident QAR is authorized to sign only block number 21A of the DD 250 for the purposes noted above. The contractor will NOT BE AUTHORIZED to invoice nor receive payment upon completion of this task. The point of acceptance will be at destination. Upon receipt, installation and completion of the range, Acceptance of block number 21B of the DD 250 will then be completed by the on-site QAR or designated Range Officer in accordance with the Performance Description Acceptance criteria. Only after this task has been completed will the contractor be authorized to invoice and receive payment for the completed range.

7. PRODUCT SAMPLES/TEST FIRING DATA: Offerors are being permitted the opportunity to supplement their Technical Proposal submissions in two ways. The first is to have a product sample demonstration upon their request as part of their technical proposal submission. The second is to provide firing test data, that was or was not witnessed by Government personnel. Utilization of either of these two methods are at your companies option and are intended to provide your company the opportunity to visually demonstrate and /or fully explain to USG personnel how the various pieces of your equipment operate, function, and interface with each other, in accordance with your written technical proposal submission. Offerors must understand that by merely

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choosing one or both of these options DOES NOT guarantee, and it should not be assumed that they will receive a higher adjectival and/or risk rating in any of the technical subelements. All adjectival and/or risk rating will be developed by utilizing the written technical proposals in conjunction with any product sample/test firing information. This supplemental technical information MAY affect the overall understanding by the USG of how your targetry systems operate, function, and interface etc. which MAY result in a higher or lower adjectival and/or risk rating for that respective technical subelement. For example, information or data on the HDD will be used to affect ratings in that subelement only. The same would be true for the other technical subelements, ie. Overall Design and Stability of Design, BES, RF Bandwith, Training/Manuals.

PRODUCT SAMPLE DEMONSTRATION: The product sample demonstration may be accomplished by scheduling a functional/operational demonstration and or actual firing demonstration. If your company wishes to conduct a functional/operational or functional firing demonstration of your equipment, it shall be performed on a range, or test facility, plant locations etc. of your choice, and at your own expense. If you wish to utilize this option, please contact Ms. Kim Jones at (309)782-0571, within two days of issuance of this amendment, to coordinate scheduling of USG witness personnel.

TEST FIRING DATA: If you wish to submit currently available test data as part of your proposal, that test data MUST be submitted with your Technical Proposals. To be considered acceptable to the government as a valid part of your technical proposal submission, the following information is required. Test firing data (regardless of whether witnessed by Government personnel) must be accompanied with an analysis which clearly explains/supports your claim that your offered system fully meets or exceeds the requirements of the performance description, as clarified herein. Data must include detailed test conditions, a sketch, diagram or photographs of the test setup, and a list of any neutral witnesses to the test and methodologies upon which any test firing data was obtained. Certification must also be provided that the configuration of the tested item is the same as that being offered under the solicitation, or providing detailed information relating the relevance of the submitted data to the proposed item if the configuration differs from that offered under the solicitation.

8. PROPOSAL SUBMISSIONS: The following number of technical proposals will be required to be submitted to the following locations.

- One (1) Original and seven (7) complete copies of the Technical Proposal
- Two (2) Copies of any New Past Performance Data
- Two (2) Copies of any New Small Business Utilization Data
- Two (2) Copies of the Revised Cost Proposal (completed Price Evaluation Sheets)
- One (1) Electronic Copy of the Revised Cost Proposal to jonesk@ria.army.mil

Commander
TACOM Rock Island
ATTN: AMSTA-LC-CTRR (Ms. Kim Jones)
Rock Island, IL 61299-7630

Eight (8) complete Technical Proposal copies to:

Commander
U.S. Army Research and Development Engineering Command
ATTN: AMSTA-AR-FSF-R (Mr. Mike Amoruso)
Bldg 95, Northend Room 52
Picatinny Arsenal, NY 07806-5000

Two (2) complete copies of the Technical Proposal to:

Live Training Division
ATTN: LTC Larry Letner
Army Training Support Center
Fort Eustis, VA 23604.5166

9. Until the proposed Battle Effects Simulator (BES) passes the Type Classification/Material Release process, the Armor Target Kill Simulator (ATKS) will be provided as Government Furnished Equipment (GFE) as required. For the Functional Demonstration range, the ATKS will be installed and functionally tested IAW the Performance Description. One (1) each of the three ATKS provided under CLIN 00014AA will be installed on the SAT, MAT and MAT-V.

10. Performance Description:

- a. The Installation Instructions previously provided on page 21 of 40, Solicitation DAAE20-98-R-0215, are replaced with 3.3.3 Installation in the February 2000 INGATS Performance Description attached to this amendment.
- b. INGATS Performance Description, Section 4, Quality Assurance, has been changed in its entirety.
- c. Appendix A-D of the 30 October 1998 INGATS Performance Description remain unchanged and are available at <http://aais.ria.army.mil/aais/SOWandSPECS/ingats.rtf>. Appendix E, Live Fire Accuracy Evaluation Plan and Appendix F, Government

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Product Acceptance Test (PAT) are added to the February 2000 INGATS Performance Description.

11. Each offeror is required to certify that there are no changes to the Representations, Certifications and Other Statements of Offerors provided under the original solicitation as amended.

13. Request all proposals remain valid for up to 180 days after submission.

*** END OF NARRATIVE A 012 ***

The purpose of this amendment is to do the following:

1. To confirm and incorporate email message 20 March 2000 which changed the submission date of the Cost Proposal from 21 March 2000 to 24 March 2000 and is hereby changed from 24 March 2000 to 27 March 2000.

2. To confirm and incorporate the change in accordance with email message 18 February 2000: Request that the two (2) copies of the Technical Proposal to be sent to Fort Eustis be diverted to the Rock Island address.

3. To confirm and incorporate the following changes in accordance with email message 17 February 2000.

-Based on requests for extensions of time to the submission date for the Technical Proposal, the USG extended the Technical Proposal submission date to 1630 hrs 24 February 2000. This new date sufficiently accounted for any day-to-day slippage for the issuance of amendment 0009.

-A picture of the Arrowhead design was provided as various companies were having difficulty obtaining a copy of the design.

-Training Manuals and/or Samples. Confirmation that a CD ROM may be sent with three (3) hard copies of each to Rock Island Arsenal and one (1) copy of each to Picatinny Arsenal.

-Change to address for submittal of proposals for the U.S. Army Research and Development Engineering Command as follows:

U.S. Army Research and Development Engineering Command
ATTN: AMSTA-AR-FSF-T (Mike Amoruso)
Building 382
Picatinny Arsenal, NJ 07806-5000

4. All other terms and conditions remain unchanged.

5. Failure to acknowledge receipt of this amendment at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer.

*** END OF NARRATIVE A 013 ***

The purpose of this amendment is to change or modify various terms of Solicitation DAAE20-98-R-0215, (Amendment 0011) as follows:

1. CHANGE the requirements on the following ranges and associated CLINS as shown in Schedule B of this amendment.

Functional Demo Range (CLIN 0014, now Ft Hood).

Ft Campbell MPMG Range (CLIN 0020, change in number of lanes).

Ft Dix ARF Range (CLIN 0018, from hardwired to radio controlled).

Price changes will be requested with Final Proposal Revisions.

2. CHANGE Performance Description 3.3.3. Installation as follows:

FROM: 3.3.3 Installation The contractor shall deliver, construct, assemble, and install all items in accordance with the terms of this contract and specifically as follows:

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a. The contractor shall have 30 calendar days for ranges which do not have any MATs/MAT-Vs and 40 calendar days for any range with a MAT(s)/MAT-V after beginning the installation of the hardware to have the range installed and accepted by the Government. The installation and setup of all targetry and related equipment is the responsibility of the contractor. This is to include, but is not limited to, interfacing with the GFE on hardwired (HW) ranges and installing RF controlled hardware on RF ranges.

TO: 3.3.3 Installation The contractor shall deliver, construct, assemble, and install all items in accordance with the terms of this contract and specifically as follows:

a. The contractor shall have 30 calendar days for ranges which do not have any MATs/MAT-Vs and 40 calendar days for any range with a MAT(s)/MAT-V after beginning the installation of the hardware to have the range installed and READY FOR TESTING/ACCEPTANCE by the Government. The installation and setup of all targetry and related equipment is the responsibility of the contractor. This is to include, but is not limited to, interfacing with the GFE on hardwired (HW) ranges and installing RF controlled hardware on RF ranges and completion of contractor testing.

3. CHANGE Performance Description, 8 Feb 2000, Paragraphs 3.2.1.5.c., MAT Movement and 3.2.1.6.c., MAT-V Movement as follows:

FROM: *c. Movement. The MAT shall accelerate from 0 to 30 Kph and present a full scale flank target for a full 45 seconds at 30 Kph and decelerate to 0 on a total course length not to exceed 500 meters on a flat terrain. Speed selection shall be controllable by the RCS. The mover shall provide the capability for evasive movement, which shall include the ability to start, stop, lower the target, raise the target, change speeds and change direction, as commanded by the RCS, while traversing between the two ends of the course. Once the required hits to kill are achieved the mover shall react to the kill in accordance with the program. The mover shall be capable of a minimum of four (4) speeds including 30 Kph. The mover shall maintain the selectable speeds within ten percent (10%) when climbing or descending a grade of five percent (5%). The mover shall be capable of positive braking which shall hold the mover motionless on a ten percent (10%) grade. The mover shall stop within 20 meters, after receiving a stop command from the RCS, from a safety feature, from a limit switch, loss of communication, or loss of power to the mover. The guidance system for the MAT shall be capable of controlling the vehicle within one (1) meter of a designated course.

TO: *c. Movement. The MAT shall accelerate from 0 to 30 Kph and present a full scale flank target for a full 45 seconds at 30 Kph and decelerate to 0 on a total course length not to exceed 500 meters on a flat terrain. Speed selection shall be controllable by the RCS. The mover shall provide the capability for evasive movement, which shall include the ability to start, stop, lower the target, raise the target, change speeds and change direction, as commanded by the RCS, while traversing between the two ends of the course. Once the required hits to kill are achieved the mover shall react to the kill in accordance with the program. The mover shall be capable of a minimum of four (4) speeds including 30 Kph. The mover shall be capable of climbing, descending, stopping and restarting movement in either direction on a grade up to ten percent (10%). On a ten percent (10%) slope, the mover shall be able to climb from a dead stop and accelerate to 20 km/hr within 100 meters. The mover shall maintain the selectable speeds within ten percent (10%) when climbing or descending a grade of five percent (5%). The mover shall stop within 20 meters, after receiving a stop command from the RCS, from a safety feature, from a limit switch, loss of communication, or loss of power to the mover. The guidance system for the MAT shall be capable of controlling the vehicle within one (1) meter of a designated course.

4. CHANGE Performance Description, Section 3.5, Environmental Requirements as follows:

FROM: *b. Operating Temperature. At ambient temperatures between 0 and 120 degrees Fahrenheit.

TO: *b. Operating Temperature. At ambient temperatures between 0 and 120 degrees Fahrenheit and temperature gradients of equal to or less than 18 degrees Fahrenheit per meter. (For the purpose of taking HDD measurements this will be in an area one meter above the hit sensor(s) and in front of the Target silhouette).

;And ADD: Paragraph 3.5(i) as follows:

Wind: During exposure to constant or varying winds with speeds throughout the range of 0-35 mph and gradients of equal to or less than 12 mph per meter (for the HDD systems measured at sensor level and one meter above) from any direction measured at the target mid-point.

For the purpose of the Functional Demonstration and final government acceptance of the equipment, the following shall be incorporated in Appendix E of the Performance Description:

The mean temperature readings shall be taken, at a vertical location near the sensor plane closest to the target. To determine the temperature gradient, two readings shall be taken, one at the sensor height and an additional reading one meter above that height. This temperature gradient shall be equal to or less than 18 degrees Fahrenheit per meter.

In addition, the wind gradient (as measured between sensor level and one meter above the sensor) shall be equal to or less than 12 mph per meter and there will be constant or varying winds with speeds throughout the range of 0-35 mph.. The direction of the wind

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shall be measured both before and after each series of test shot(s).

5. CHANGE Performance Description, Section 3.2.4.3. Hand Held Controller (HHC), as follows:

FROM: j. Control. The HHC shall have the capability for both manual and automatic (preprogrammed) control of individual targets, groups of targets or all targets.

TO: j. Control. The HHC shall have the capability for both manual and automatic (preprogrammed) control of individual targets, groups of targets or all targets, including the capabilities described in 3.2.4.4.1.i., j., k., m., n., r., s., t., u., and w; and 3.2.4.4.2.d.

6. CHANGE Performance Description 3.2.1.5. Moving Armor Target Mechanism (MAT) as follows:

FROM: h. Command Reaction. The mover shall stop or pause and raise or lower on command on any portion of the course, then be restarted in either direction on command by the RCS. Once the mover has triggered an end of course limit, the mover shall not accept a command to continue moving in the same direction.

TO: h. Command Reaction. The mover shall stop or pause and raise or lower on command on any portion of the course, then be restarted in either direction within five seconds on command by the RCS. Once the mover has triggered an end of course limit, the mover shall not accept a command to continue moving in the same direction.

7. CHANGE Performance Description 3.2.3.3. Usage Algorithm for Non-Contact Sensor as follows:

FROM: . . . system shall determine and record the theoretical coordinates of the center of the projectile's penetration of the target plane. The coordinates will be considered a true depiction of the round penetration location. The theoretical outline of the target shall be geometrically defined by the location of n points (xi, yi, i = 1 to n) around the target (defined by the dimensions found in TC 25-8) forming a closed figure. This constitutes the edge of the target and should be directly related to the target as defined in TC 25-8.

TO: : . . . system shall determine and record the theoretical coordinates of the center of the projectile's penetration of the target plane. The coordinates will be considered a true depiction of the round penetration location. The theoretical outline of the target shall be geometrically defined by the location of n points (xi, yi, i = 1 to n) around the target (defined by the dimensions found in TC 25-8) forming a closed figure. This constitutes the edge of the target and should be directly related to the target as defined in TC 25-8. System shall have the hit/miss determination capability for all full and half scale targets as defined in Figures B-39 through B-61 of TC 25-8, dated 14 Aug 2000.

*The 14 Aug 2000 TC 25-8 is provided under Paragraph 9 below.

8. CHANGE Performance Description 3.2.4.1. Central Control System (CCS) as follows:

FROM: . . . The minimum data to be collected for the Armor after action review shall include:

- Type of Target displayed
- Type of round fired
- Location of hit with respect to the target
- Number of hits on the target
- Firing order
- Time of day
- Target address
- Crew identifier
- Type of round
- Time of kill
- Reaction by simulators

TO: . . . The minimum data to be collected for the Armor after action review shall include:

- Type of Target displayed
- Type of round fired
- Location of hit with respect to the target, provided in both numerical and graphical form (shown on target outline)
- Number of hits on the target
- Firing order
- Time of day
- Target address

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Crew identifier
Type of round
Time of kill
Reaction by simulators

9. Appendix A, Target Description, previously provided in the October 1998 Performance Description is replaced with the following website for the DRAFT INTERIM TC 25-8. This document will be finalized at a later date and will be available at this site. NOTE: TC 25-8 now includes half scale targets. ftp://ftp.atssc.army.mil/ATMD/

10. Appendix F, Product Acceptance Test is deleted in its entirety and replaced with attached Appendix F-1, Product Acceptance Test.

11. ADD Appendix G, Environmental Conditions, Further Clarifications, Acceptance Test Criteria and Drawings to incorporate the additional Environmental Conditions in Section 3.5 of the Performance Description.

12. CHANGE Section 4, Quality Assurance, Add the following bold sections.

ADD to 4.2. System Acceptance. Upon successful completion of the Functional Demonstration, acceptance of all future ranges will be IAW the following:

a. Contractor Final Inspection: . . . successful contractor is required to develop and submit to the PCO for review, (15 days prior to range acceptance), a basic generic, 50 cycle Hardwire and 20 cycle Radio Controlled software scenario test package that will be able to run all targetry Hardware on the range, and shall be utilized for all range inspections. . .

Add to b. Government Final Inspection 1.(b)(2) the following:

SATS for hit placement may exceed sample size.
All sample sizes will reject on one deficiency.

Add to b. Government Final Inspection 1.(g) the following bold:

. . . for re-inspection. These costs shall include but not be limited to any TDY charges, airfare, daily per diem and or salaries for Government personnel which are related to the requirement for additional inspection(s).

13. DELIVERY DATES. In order to clarify the number allowed for delivery of the equipment and the number of days for installation and acceptance of the completed range, Paragraph 5 in Amendment 0009 is deleted in its entirety and replaced with the following.

The delivery periods for range installation shall be in accordance with Schedule B of every delivery order. The following is an explanation of how the USG developed/calculated the number of days and subsequent delivery dates that will be listed in Schedule B.

FUNCTIONAL DEMONSTRATION RANGE: The contractor shall have 120 days to produce, assemble, deliver, install and complete contractor testing on all items IAW the requirements of the Performance Description and then present to the USG for final acceptance. The government shall have 30 additional days for testing and final acceptance of the range. The Delivery Date in Schedule B will reflect the 120 days for contractor performance(as noted above) plus 30 days for government testing/acceptance. Consequently, to preclude contractors from being reported as a delinquency during the government test time Schedule B shall reflect 150 days total time after a contract award. It must be understood that the 30 days included are allocated for government purposes only.

STANDARD CONUS RANGE DELIVERIES: The delivery period for CONUS range(s) installation after completion of the Functional Demonstration shall be as outlined above, except, the contractor shall have an additional 30 days to produce, assemble, deliver, install and complete contractor testing on all items IAW the requirements of the Performance Description and then present to the USG for final acceptance. The government shall have the same 30 day period (as noted in the paragraph above) to perform its testing and acceptance. Consequently, the number of days that will be allocated in Schedule B for complete acceptance of CONUS ranges will be 180 days total time after contract award.

STANDARD OCONUS RANGE DELIVERIES: The delivery period for OCONUS range(s) installation after completion of the Functional Demonstration shall be as outlined for Standard CONUS ranges above with the exception that the government shall have an additional 30 days to perform an interim acceptance of the contractors equipment (FOB origin) and to ship the equipment to the overseas destination. The contractor shall still have the same 150 days to produce, assemble, deliver, install and complete contractor testing on all items IAW the requirements of the Performance Description (once the equipment reaches the overseas destination) and

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then present to the USG for final acceptance. The government shall have the same 30 day period to perform its testing and acceptance. Consequently, the number of days that will be allocated in Schedule B for complete acceptance of OCONUS ranges will be 210 days total time after a contract award.

14. CONTRACTOR RANGE ACCESS: IAW this amendment, the Performance Description (Paragraph 3.3.3 Installation) will be changed as follows:

The contractor will be allowed access to the range for a 30 calendar day period to conduct installation of all of the equipment for ranges which DO NOT have any MATs/MAT-Vs and 40 calendar days for ranges which DO require MATs/MAT-Vs installation. The clock for calculating either installation period, shall BEGIN immediately after the successful contractor starts the installation of the hardware on the range as noted above.

If the contractor is not ready for government testing/acceptance within the number of days noted above, the contractor may be considered as delinquent under the terms of the contract.

As previously stated in Amendment 0009, "at least 60 days prior to initiating delivery of the hardware, the contractor will request, in writing, the USG confirmation of site availability for delivery and installation. The government will respond within ten (10) working days either to confirm site availability or to establish revised dates and begin coordination with the range personnel. In the event the site is not ready for installation, the contractor may have to store the targetry hardware for up to 60 days at no additional cost to the government."

NOTE: As stated in Schedule B of amendment 0009, FOB point for CONUS ranges is destination and for OCONUS ranges is origin.

15. MANUALS SUBMITTAL. A preliminary draft copy of all manuals IAW Performance Description Paragraph 3.3.2. Manuals, shall be delivered to the government 60 days after award for government review. All information provided in your proposal and up to date during the discussion phase shall be incorporated into these manuals. The government will have 30 days to review and provide comments to the contractor. After receipt of the government comments, the contractor shall have 45 days to deliver final draft copies of all manuals. The government shall have 30 days for Validation/Verification and to provide comments to the contractor. The contractor has 45 days to incorporate any comments and provide final copies of all manuals to the government.

Request you submit all copies (hard copy) to the Contracting Officer, Target Training Team, ATTN: AMSTA-LC-CTRR, TACOM-Rock Island, Building 104, Rock Island, IL 61299-7630.

16. SPECIAL TOOLS: Performance description Paragraph 3.2.x requires any special tools to perform maintenance or set up of the equipment shall be included with the range installation. For purposes of this contract, a special tool is any tool that is not included on Attachment A. In your final proposal revision, provide a list of any special tools and quantities to be included with each range. These costs shall be included in your overall cost proposal.

17. MAINTENANCE TEST EQUIPMENT: Performance description Paragraph 3.2.y. requires any maintenance test equipment or calibration devices shall be included with the range installation. For purposes of this contract, maintenance test equipment includes any equipment needed for testing, calibrating, or range/equipment setup. The only exceptions to this are an oscilloscope and digital multimeter, these are currently found and authorized on training ranges. For example, if a computer is required to set frequencies or power levels, it shall be considered maintenance test equipment and be delivered at range installation. Provide a list, in your Final Proposal Revision, of any maintenance test equipment and quantities to be included with each range. These costs shall be included in your overall cost proposal.

18. IDENTIFICATION AND MARKING OF MATERIAL FOR PACKAGING AND SHIPPING.

- a. Each item, package or group of like items shall be identified by part number, nomenclature and quantity. Items identified as a kit shall have a "kit contents list" prepared and placed inside each kit container.
- b. Markings shall be applied by any means that provide clear, legible, durable and non-fading markings sufficient to withstand normal exposure to outdoor environments of 180 days and overseas handling.
- c. Labels shall be of a water-resistant grade coated on one side with a water insoluble permanent type adhesive.
- d. Tags shall only be applied to unpackaged items.
- e. Lettering of all marking on all sizes of items, packages or containers shall be in capital letters of equal height, shall be clearly legible and shall be proportional to the available marking space.

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f. Two or more unlike items consolidated in a package, container, seavan or on a pallet shall have a packing list identifying the items within by part number, nomenclature and quantity. The packing list shall be placed in a plastic envelope/bag clearly marked packing list and shall be attached to a side or end of the package, container, seavan or pallet with all edges sealed by waterproof tape.

g. Items that are identified as a set, kit or assembly and are placed in two or more containers, each container shall be marked with its own number within the set (i.e., 1 of 2), the total number of containers making up the set(i.e., 2 of 2) and the number of sets within the shipment (i.e., Set 1). Set, kit or assembly markings shall be placed in the lower right corner of the identification-marked side of the container. A two inch disk of a high contrast color shall be placed above the numbers on each container.

h. A copy of all shipping/transportation information shall be provided to the appropriate Defense Contract Management office.

19. INSTALLATION OF THE MAT TRACK BED.

When installing a MAT track bed the following instructions shall apply:

- a. The use of picks in the handling of ties will not be permitted.
- b. Rails shall not be dumped, dropped or handled in such a way to cause damage to the rails.
- c. The base of the rail and surface of the tie shall be clean of foreign objects prior to placement.
- d. If used, spikes shall be started and driven vertically and square with the rail and shall allow about 1/8 inch space between the head of the spike and the base of the rail. In no case shall the spikes be overdriven or straightened while being driven.
- e. All ties shall be laid perpendicular to the centerline of the track.
- f. The contractor shall inform, in writing, to range personnel and the contracting officer of the required amount(lbs, Tons etc.) and size of ballast required for installation of the track at time of the Target Interface Inspection.
- g. To insure the MAT remains stable on the track IAW the Performance Description, Paragraphs 3.2.1.5 and 3.2.1.6, for a curved track installation, the contractor shall be responsible for installing the track with adequate banking and sufficient attachment hardware to prevent MAT derailment.

20. Clarify the language for the definition of the Radio Frequency Bandwith as follows:

ADEQUATE: Radio Frequency Bandwith is modified as follows:

FROM: Radio Frequency Bandwidth: The offeror has two radio systems and will provide a production plan to convert or redesign the current radios to a single radio unit that incorporates both frequency bands, and is continuously tunable throughout the frequencies and will not require external equipment. System may or may not be in production.

TO: Radio Frequency Bandwidth: The offeror has two radio systems and will provide a production plan to convert or redesign the current radios to a single radio unit that incorporates both frequency bands, and is continuously tunable throughout the frequencies and may or may not require external equipment. System may or may not be in production.

21. Add the following Clause: HS6510, 52.256-4500, Material Inspection and Receiving Report (DD Form 250).

22. The requirement for the BES is deleted from this procurement in its entirety in accordance with TACOM-RI Letter dated 11 September 2000.

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*** END OF NARRATIVE A 014 ***

THE PURPOSE OF THIS AMENDMENT (0012) IS TO DO THE FOLLOWING:

1. THE DUE DATE FOR SUBMISSION OF THE FINAL PROPOSAL REVISIONS IS HEREBY EXTENDED FROM 20 SEPTEMBER 2000 TO 18 OCTOBER 2000. OFFERORS WHO PREVIOUSLY SUBMITTED COMPLETE RESPONSES TO THE GOVERNMENT'S REQUEST FOR FINAL PROPOSAL REVISIONS ON 20 SEP 00 ONLY NEED TO SUBMIT REVISED PAGES OR SECTIONS THAT YOU WOULD LIKE TO MODIFY/REPLACE. IF YOUR PREVIOUS RESPONSE IS CONSIDERED FINAL, REQUEST YOU CONFIRM YOUR OFFER BY ACKNOWLEDGING THIS AMENDMENT.
2. UPON AWARD, THE SUCCESSFUL CONTRACTOR SHALL ONLY BE OBLIGATED TO MEET THE REQUIREMENTS AS DEFINED IN THE DRAFT INTERIM TRAINING CIRCULAR (TC) 25-8 AS PROVIDED IN AMENDMENT 0011.
3. CHANGE THE PROCUREMENT METHOD FOR SOLICITATION DAAE20-98-R-0215 FROM FAR PART 12 - ACQUISITION OF COMMERCIAL ITEMS, TO FAR PART 15 - CONTRACTING BY NEGOTIATION, AND TO INCORPORATE ALL ADDITIONAL APPLICABLE CLAUSES AS ATTACHED. THE GOVERNMENT INTENDS ON MAKING THIS TRANSITION AS EFFORTLESS AS POSSIBLE FOR THE OFFERORS, CONSEQUENTLY, SECTION L (INSTRUCTIONS TO OFFERORS), AS AMENDED IN AMENDMENT 0009 AND SECTION M (EVALUATION CRITERIA), AS AMENDED IN AMENDMENT 0009 AND 0011, REMAIN UNCHANGED. THE CHANGE FROM PART 12 TO PART 15 DOES NOT CHANGE THE EVALUATION PROCESS IN ANY WAY. FAR PART 12.203 STATES, "CONTRACTING OFFICERS SHALL USE THE POLICIES UNIQUE TO THE ACQUISITION OF COMMERCIAL ITEMS PRESCRIBED IN THIS PART IN CONJUNCTION WITH THE POLICIES AND PROCEDURES FOR SOLICITATION, EVALUATION AND AWARD PRESCRIBED IN PART 13, SIMPLIFIED ACQUISITION PROCEDURES; PART 14, SEALED BIDDING; OR PART 15, CONTRACTING BY NEGOTIATION, AS APPROPRIATE FOR THE PARTICULAR ACQUISITION." AS APPROPRIATE, THE GOVERNMENT HAS APPLIED PART 15 FOR USE IN THE EVALUATION OF THIS PROCUREMENT.

THE GOVERNMENT HEREBY ACCEPTS THE PREVIOUSLY SUBMITTED SECTION K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS PROVIDED UNDER THIS SOLICITATION AND SUBSEQUENT AMENDMENTS AS PREVIOUSLY PROVIDED. NO CHANGES ARE REQUIRED TO THE SMALL BUSINESS UTILIZATION PLAN AS PROVIDED IN ACCORDANCE WITH FAR 52.219-8 AND/OR THE SMALL BUSINESS SUBCONTRACTING PLAN AS PROVIDED IN ACCORDANCE WITH FAR 52.219-9. THE PLANS SUBMITTED UNDER THE ORIGINAL SOLICITATION AND THE UPDATES IN RESPONSE TO AMENDMENT 0009 FULFILL THIS REQUIREMENT.

4. DUE TO CHANGES IN SUBMITTAL AND CLOSING DATES, THE FOLLOWING ARE THE REVISED DATES FOR THE PRICING PERIODS COVERED BY THIS AMENDMENT:

PRICING PERIOD 1:	AWARD DATE - 31 DEC 2001
PRICING PERIOD 2:	1 JAN 2002 - 31 DEC 2002
PRICING PERIOD 3:	1 JAN 2003 - 31 DEC 2003
PRICING PERIOD 4:	1 JAN 2004 - 31 DEC 2004
PRICING PERIOD 5:	1 JAN 2005 - 31 DEC 2005

5. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 015 ***

The purpose of this amendment (Amendment 0013) is to do the following. It should be noted that the government is not opening discussions. We are only amending the terms of the referenced solicitation.

1. The requirement for the BES which was deleted in its entirety in Amendment 0011 is hereby REINSTATED to this procurement. However, NOTE that the government will not evaluate or procure the BES under this solicitation/contract action. Consequently no technical submission for the BES is required to be submitted. Additionally the price sheet for the BES that was zeroed in Amendment 0011, will not be reinstated. However, offerors may wish to reinstate your original prices for the BES, (realizing that we will not be procuring the BES), or any changes from your original submission. Since we will not evaluate this element, the price will not be calculated into the Overall Total Evaluated Price.

2. CLARIFY Amendment 0011, End of Paragraph 13. the language for the DELIVERY DATES will be changed as follows.

FROM ...days and subsequent delivery dates that will be listed in Schedule B.

TO ... days and subsequent delivery dates that will be listed in Schedule B AND FOR ANY FUTURE DELIVERY ORDERS.

PLEASE NOTE that CLIN 0014 (Functional Demonstration) will be changed from 120 days after award to 150 days after award. This will coincide with the previous paragraphs, to allow for the 30 days allocated for government testing/acceptance.

3. The due date for submission of the Final Proposal Revisions remains the same as noted in Amendment 0012. Consequently, the date for submission is still 18 October 2000.

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4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 016 ***

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The performance Description is hereby incorporated as part of this solicitation. THE PERFORMANCE DESCRIPTION CAN BE FOUND AT THE FOLLOWING INTERNET ADDRESS:

<http://www-acalal.ria.army.mil/ACALA/AAIS/SOLINFO/SOW/ingats.rtf>

Description of the web link is INGATS.

PRODUCT SUPPORT: The contractor shall make every effort to provide for a supply of repair and replacement parts to support the range after the completion of this contract. The contractor shall be responsible for notifying the Government of all design changes made after the baseline is established with the installation of the first range, throughout the length of the contract and for two years thereafter. This baseline is established by the contract, this performance description, and installation of the first range for the replacement assemblies and spare parts, parts lists, manuals and software. The contractor shall maintain documentation of this baseline for the duration of this contract and for two years thereafter. Any improvement made shall be downward compatible for maintainability purposes.

*** END OF NARRATIVE C 001 ***

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

In accordance with the Performance Description, section 4 - Quality Assurance, paragraph 4.1.a "Functional Demonstration" shall be required. Prior to the system acceptance at the range, a functional demonstration shall be performed. A functional demonstration shall be completed to demonstrate the manufacturer's ability to assemble and perform IAW requirements of this document prior to range installation. Testing will be conducted at the production facility or a test facility designated by the Government. THE FUNCTIONAL DEMONSTRATION SHALL BE PERFORMANED 90 DAYS AFTER AWARD OF CONTRACT. DURING THE SOLICITATION PHASE THE GOVERNMENT WILL PROVIDE ADDITIONAL INFORMATION AS TO THE EXACT GOVERNMENT RANGE THAT WILL BE USED FOR THIS FUNCTIONAL DEMONSTRATION AND THE EXACT FIX OF HARDWARE REQUIRED TO DEMONSTRATE YOUR PERFORMANCE.

*** END OF NARRATIVE E 001 ***

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-29	F.O.B. ORIGIN	JUN/1988
3	52.247-34	F.O.B. DESTINATION	JAN/1991
4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

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CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
3	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed five percent (5%) of the initial award value of the contract.

(End of Clause)

(HS6002)

4	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are schmidt@ria.army.mil, jonesk@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6992, ATTN: Kim Jones and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
NA

(End of Clause)

(HS6510)

5	52.233-4501 TACOM-RI	ALTERNATIVE DISPUTES REVIEW PROCESS	MAY/1994
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(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The

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first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

(1) The Government will compensate directly the wages and travel expense for its selected member.

(2) The SC shall compensate directly the wages and travel expense for its member.

(3) The Government and SC will share equally (3) the third member's wages and travel, and all other expenses of the board.

(4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

(l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

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(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

6	52.239-4500	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
	TACOM-RI		

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

7	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? YES NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-3	GRATUITIES	APR/1984
2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
10	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
11	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
12	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
13	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
14	52.222-3	CONVICT LABOR	AUG/1996
15	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
16	52.222-26	EQUAL OPPORTUNITY	FEB/1999
17	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
18	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
19	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
20	52.225-8	DUTY-FREE ENTRY	FEB/2000
21	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
22	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
23	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
24	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
25	52.232-1	PAYMENTS	APR/1984
26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
27	52.232-11	EXTRAS	APR/1984
28	52.232-16	PROGRESS PAYMENTS	MAR/2000
29	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
30	52.232-17	INTEREST	JUN/1996
31	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
32	52.232-25	PROMPT PAYMENT	JUN/1997
33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
34	52.233-1	DISPUTES	JAN/1999
35	52.233-3	PROTEST AFTER AWARD	OCT/1995
36	52.242-13	BANKRUPTCY	JUL/1995
37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
38	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
39	52.248-1	VALUE ENGINEERING	FEB/2000
40	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
41	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
42	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
43	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
44	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
45	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
46	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
47	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
48	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
49	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
50	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992

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51	DFARS 252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
52	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
53	DFARS 252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
54	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
55	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
56	DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
57	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
58	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-10, (Reserved)

(3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));

(4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

(5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(6)(ii) Alternate I of 52.219-23

(7) 52.222-26, Equal Opportunity (E.O. 11246).

(8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(9) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(11) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

(12) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(13) Reserved.

(14) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

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____(15) 52.225-19, European Union Sanctions for Services (E.O. 12849).

____(16)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

____(16)(ii) Alternate I of 52.225-21.

X____(17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____(18) 201-39.5202-3, Procurement Authority (FIRMR).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

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(IF6260)

59 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 Award Date through 31 DEC 2005.

(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

(IF6155)

60 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. The Government will not require supplies or services covered by this contract in an amount of less than 1 hardware mechanism, excluding hardware, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract, unless subsequently negotiated between the parties.

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

(1) Any order in excess of 24 targetry ranges; or hardware for components as listed in the pricing evaluation sheets for pricing periods 1 through 5; or

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

(IF6029)

61 52.216-22 INDEFINITE QUANTITY

OCT/1995

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

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

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

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(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Dec 2005.

(End of clause)

(IF6036)

62 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS - ALTERNATE II OCT/1998

(a) Definitions. As used in this clause -

Small disadvantaged business concern means, an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, as offeror must receive certification as a small disadvantaged business concern by the Small business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means as institution determined by the Secretary of Education to meet the requirement of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C.1059c(b)(1).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of ten percent (10%) to the price of all offers, except -

(i) Offers from small disadvantaged business concerns that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equated or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

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(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or to any group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for -

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

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

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of material, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF6095)

63	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	MAR/2000
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(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

X 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

_____ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black colleges and Universities and Minority Institutions (_____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed note))).

X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

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____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (____Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

____ 252.225-7012 Preference for Certain Domestic Commodities.

____ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

____ 252.225-7021 Trade Agreements (____Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

____ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

____ 252.243-7002 Certification of Requests for Equitable Adjustment

____ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

64

52.202-1

DEFINITIONS

OCT/1995

(a) 'Head of the agency' (also called 'agency head') or 'Secretary' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term 'authorized representative' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

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(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) 'Contracting Officer' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term 'subcontracts' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

65

52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this

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contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

66 52.203-7 ANTI-KICKBACK PROCEDURES

JUL/1995

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the

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amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

67 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

68 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

69 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are

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incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

70 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

71 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

THE FOLLOWING CHANGES HAVE BEEN MADE TO THE CLAUSE CONTRACT ERMS AND CONDITIONS - COMMERCIAL ITEMS, FAR 52.212-4:

PARAGRAPH (a) INSPECTION/ACCEPTANCE: Section 4 of the Performance Description entitled "Quality Assurance" shall be used for inspection/acceptance of the INGATS.

PARAGRAPH (O) WARRANTY: The following additional warranty shall apply to this requirement:

The contractor shall provide a 5 year warranty to repair or replace any part which does not function IAW the Performance

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Description contained within this solicitation and resulting contract. The warranty period shall start from day that the range is accepted.

Upon noting the failure to perform IAW the Performance Description the range personnel will perform initial diagnostics and if possible will repair/replace the defective part, component or assembly, etc. as explain and allowed IAW the training and commercial manuals supplied by the contractor. If the failure or cause cannot be identified by the range personnel or through telephonic contacts with the contractor, the contractor will be required, when requested by the Government, to send the appropriate personnel to the site to assist in the determination and resolution of the problem. The warranty, as a minimum, shall include provisions to repair or replace any failed item(s).

FOR REPAIRABLE ITEMS: The contractor shall have a maximum of 14 calendar days from the date the Contractor is notified, to have the damaged item repaired or replacement unit returned to the applicable site ready to be installed on the range.

FOR REPLACEMENT ITEMS: If item can not be repaired as described above the contractor shall have within 5 days to replace from the date the contractor is notified that a failed component requires replacement.

If during a 90 calendar day period a failure of a component, assembly or subassembly occurs, on a repetitive basis (more than 2 times) or if during the life of the contract (more than 3 times), the contractor shall investigate this problem to determine the cause, and if the cause is found to be a poor quality and or inferior item(s), the contractor shall supply a new and or higher level quality component to prevent such re-occurrences. When a component assembly or subassembly fails repetitively, the contractor shall investigate the cause of the failure and take steps to eliminate the problem.

If the U S Government determines that any components, software or hardware are unserviceable by the U S Government shall, return the unserviceable components, software or hardware at the contractor's expense.

All pickup and return shipping of warranty items shall be at the contractor's expense.

Any software license agreement available shall be provided to the government during the solicitation phase and the contractor is required to identify any proprietary software or technical data. The U S Government shall be bound by any licensing agreements required by the contractor under the solicitation and agrees to protect any said proprietary information. The offeror guarantees that the software will perform as required to meet the performance description.

The contractor warrants that each hardware, software, and firmware product delivered and listed in this contract shall be able to accurately process date data (including, but not limited to calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations.

As determined by the U S Government, this warranty shall not cover failure resulting from:

- a) Improper or inadequate maintenance as defined by commercial manuals provided by the contractor.
- b) Misuse, negligence or accident and/or unauthorized modification on the part of U S Government.
- c) Operations outside of the Performance Description of the product.
- d) Operation in excess of recommended capacity.

INGATS INSTALLATION INSTRUCTIONS

The contractor shall construct, assemble, deliver, and provide training on all items in accordance with the Performance Description and this contract.

The contractor shall have 30 calendar days after the delivery/installation date to have the range installed training completed, and the range accepted by the Government. The delivery and installation of all equipment to the assigned locations, defined in this solicitation, shall be the responsibility of the contractor. This is to include, but is not limited to, interfacing with the GFE on the hardwired (HW) ranges, and installing radio controlled hardware on radio frequency (RF) ranges.

For the Moving Armor Target (MAT) and Moving Infantry Target (MIT), the Government will complete the basic track bed, as described in appendix B of the performance description, with no ballast, ties or rails installed. Sufficient ballast to stabilize the rail bed, as required, will be provided by the Government at the site of each MAT installation. If an improved roadbed or track is required, the contractor is responsible for installing the ballast and supplying the ties and rails and/or applying the road surface as required for his carrier. The Government will provide a level concrete slab at all Stationary Infantry Target (SIT) and Stationary Armor Target (SAT) locations. For all target mechanisms, the hardware shall be installed so that at least 90% of the target is exposed above the berm when the target is in the raised position.

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For HW installations, the Government will supply the range control tower, all berm construction, tank trails, firing points, track bed, target pads, etc. as described in the Corps of Engineers Design Manuals in appendix B of the performance description, including the power and data transmission cables from the tower to each target positions. The contractor shall interface his hardware with each target position to include attaching to and utilizing the installed power, plus transmit and receive data using the installed HW connections IAW the performance description. The contractor shall to install the Central Control Station (CCS) in the tower, using the power supplied and the data transmission connections as described in appendix B of the performance description. The contractor shall supply all interface boxes or hardware and is responsible for restoring the range to its original condition, including the removal of all debris generated during the installation. The contractor shall supply and install 3-D targets on all down range infantry target lifting mechanisms such as but not limited to the SIT, MIT, and DSIT. The infantry targets to be installed on all ranges shall be manufactured IAW the 3-D target found in appendix A of the performance description. The contractor shall install GFE targets on armor targets lifting mechanisms such as but not limited to the SAT and MAT.

For Radio Frequency (RF) installations, the Government will supply the range control tower, all berm construction, tank trails, firing points, track bed, target pads, etc. as described in the Corps of Engineers Design Manual in appendix B of the performance description. Power and data cables between the tower and the target positions, as described in appendix B of the performance description, are not required for RF ranges. The contractor shall be required to install his hardware at each target pit, using his own power and RF transmitter IAW the performance description. When a tower is to be used on the range to house the CCS, the contractor shall install the Radio Frequency Control Module (RFCM) and all required transmitters and antennas. All antennas shall be located outside of the tower, and away from operations personnel movement. The contractor shall supply all interface hardware and is responsible for restoring the range to its original condition, including the removal of all debris generated during the installation. The contractor shall supply and install 3-D targets on all down range infantry target lifting mechanisms such as but not limited to the SIT, MIT, and DSIT. The infantry targets to be installed on all ranges shall be manufactured IAW the 3-D target found in appendix A of the performance description. The contractor shall install GFE targets on armor targets lifting mechanisms such as but not limited to the SAT and MAT. The GFE armor targets will be provided by the local range official.

The Government will be responsible for insuring that the range personnel are properly informed and the range is certified ready for the installation and inform the contractor 30 days prior to the anticipated delivery/installation date. After being notified of the updated delivery/installation date, the contractor shall contact the range official within 7 days to coordinate and schedule the installation of each range. The contractor shall notify the Government a minimum of 7 working days prior to the start of the range installation acceptance tests.

*** END OF NARRATIVE I 001 ***

52.212-4 Contract Terms and Conditions--Commercial Items.

As prescribed in 12.301 (b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity,

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fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5 .
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of clause)

[63 FR 9052, February 23, 1998]

*** END OF NARRATIVE I 002 ***

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	LOCKHEED MARTIN PRICING SHEETS	17-OCT-00	36P	