SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE 1 OF 70 PAGES

2. CONTRACT NO.: M67854-06-D-7022

3. SOLICITATION NO.: M67854-05-R-7047

4. TYPE OF SOLICITATION: [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)

5. DATE ISSUED: 15 Jul 2005

6. REQUISITION/PURCHASE NO.:

7. ISSUED BY CODE
MARCORSYSCOM
ATTN: PATTY PAGONIS PG12
2200 LESTER STREET
QUANTICO VA 22134
TEL: 703-432-4191
FAX 703-432-3549

8. ADDRESS OFFER TO (If other than Item 7) CODE
See Item 7
TEL:
FAX

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L-4.d. until 02:00 PM (Hour) local time 15 Aug 2005 (Date)

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

10. FOR INFORMATION CALL: A. NAME | B. TELEPHONE (Include area code) (NO COLLECT CALLS) | C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
0001/0002	7/29/05-8/1/05	0005	12/23/05
0003/0004	10/13/05-12/23/05	0006	1/25/06

15A. NAME AND ADDRESS OF OFFEROR CODE 78205 FACILITY
Motorola USFGMD
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046 [redacted] (b)(4)

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
[redacted] (b)(4)

15B. TELEPHONE NO (Include area code) [redacted] (b)(4)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. [X]

17. [redacted]

18. OFFER DATE 1/31/06

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)
Stephen L. Piffe
TEL: Contracting Officer EMAIL:

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE APR 06 2006

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

* Subject to Contractual Provisions provided within this submittal

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: S

PAGE OF PAGES: 1 | 3

2. AMENDMENT/MODIFICATION NO.: 0006

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO.(If applicable):

6. ISSUED BY CODE

COMMANDER, MARCORSYSCOM (CODE: CT-0271WW)
2200 LESTER STREET
QUANTICO, VA 22134-5010
BUYER: William R. Waggoner, PH: (703) 432-4161
william.r. waggoner1@usmc.mil

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Motorola USFGMD
7031 Columbia Gateway Drive, 3rd Fl.
Columbia, MD 21046
Howard County
1-877-873-4668 Ext. 6263

CODE 78205 | FACILITY CODE

X 9A. AMENDMENT OF SOLICITATION NO. M67854-05-R-7047

X 9B. DATED (SEE ITEM 11) 15-Jul-2005

10A. MOD. OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [X] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

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

[redacted] (b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

TEL: EMAIL:

16B. UNITED STATES OF AMERICA

BY ______________________
(Signature of Contracting Officer)

16C. DATE SIGNED: 25-Jan-2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

*Subject to Contractual Provisions provided within this submittal.

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this Amendment is to **1)** delete the requirement of SLIN 0002AA IISR Calendar Year (CY) 2005 and all related stepladder pricing for this SLIN and delete the requirement for SLIN 0007AA Peculiar Test Equipment CY 05 from the solicitation. SLIN number 0002AA and 0007AA will be **reserved.** SLIN 0002AA and 0007AA will not be evaluated further as a part of source selection for this solicitation, **2)** clarify that the Contract Data Requirements Lists (CDRLs) under CLIN 0004 are Not Separately Priced (NSP) items, **3)** delete reference to SLIN 0002AA and SLIN 0007AA in Section F-2, Deliveries or Performance, **4)** request final proposal revisions from Offerors within the competitive range via attachment to Amendment 0006, and **5)** amend the format for Final Proposal Revisions. Offerors are hereby notified that proposing a price for Not Separately Priced (NSP) CLINs/SLINs or not proposing a price for priced CLINs/SLINs may cause the proposal to be considered non-responsive.

Accordingly, Solicitation No. M67854-05-R-7047 is amended as follows:

SECTION B, SUPPLIES OR SERVICES AND PRICES

1. **SLIN 0002AA IISR Calendar Year (CY) 2005 and SLIN 0007AA Peculiar Equipment CY 2005**

Calendar Year 2005 requirements are deleted. SLIN 0002AA and CLIN 0007AA are RESERVED.

Section B is deleted in its entirety and replaced with Attachment 1.

2. **<u>CLIN 0004 CONTRACT DATA REQUIREMENTS LISTS (CDRLs)</u>**

   Contract Data Requirements Lists (CDRLs) are Not Separately Priced (NSP) items and therefore shall not be priced.

3. **<u>SECTION F-2 - DELIVERIES OR PERFORMANCE</u>**

   All references to SLIN 0002AA and SLIN 0007AA are deleted.

4. **<u>REQUEST FOR FINAL PROPOSAL REVISIONS</u>**

   Offerors are hereby advised that the Final Proposal Revisions 3 (FPR3) shall be in writing and that the Government intends to make award without obtaining further revisions. **The FPR is due 1200 EST, 31 January 2006.** FPRs shall be delivered to the same address as FPR2.

5. **SECTION L - OFFEROR'S PROPOSAL REQUIREMENTS**

FINAL PROPOSAL REVISION FORMAT

Offerors are advised that SECTION L-4 - OFFEROR'S PROPOSAL REQUIREMENTS is amended as follows: **"Updates to their FPR shall take the form of "change pages" thus deleting the requirement to submit a new hard copy version of the entire proposal. Each change page shall clearly indicate changes via "hash marks" in the margins of each page. The change pages, along with a single copy of the signed proposal shall be submitted by the due date listed in paragraph 3 above to the attention of William R. Waggoner. In addition, each Offeror shall submit a single copy of the Conformed Proposal on CD-ROM to the same address as the original proposals."**

If there is any conflict between the soft copy of the proposal (CD-ROM) and the hard copy of the proposal, the hard copy will supersede the soft copy and will be given effect.

All other terms and conditions remain unchanged. If you have any questions regarding this amendment, please contact Mr. William R. Waggoner at (703) 432-4161 or E-mail at william.r.waggoner1@usmc.mil.

--- End of Amendment --

SECTION B, SUPPLIES OR SERVICES AND PRICES

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		20	Each	(b)(4)	

INTEGRATED INTRA SQUAD RADIO (IISR)
FFP
First Article Test (FAT)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0002	

IISR
FFP
See IISR SubCLINs 0002AB through 0002AF.
In accordance with Statement of Work (SOW) and Performance Specification, Attachments one (1) and two (2).
Minimum Quantity: 6,000 Maximum Quantity: 60,000
Minimum and maximum quantity amount includes all SubCLINs under CLIN 0002. The government will order a minimum of 6,000 IISR and a maximum of 60,000 IISR through the term of this contract (CY 2006 - CY 2010).

FOB: Destination

0002AA: RESERVED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0002AB		60,000	Each

IISR CY 2006
FFP
NOTE: Offeror to complete stepladder pricing below.
FOB: Destination

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AB	1	500	(b)(4)
		501	5,000	
		5,001	10,000	
		10,001	60,000	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0002AC	IISR CY 2007 FFP NOTE: Offeror to complete stepladder pricing below. FOB: Destination	60,000	Each

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AC	1	500	(b)(4)
		501	5,000	
		5,001	10,000	
		10,001	60,000	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0002AD	IISR CY 2008 FFP NOTE: Offeror to complete stepladder pricing below. FOB: Destination	60,000	Each

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AD	1	500	(b)(4)
		501	5,000	
		5,001	10,000	
		10,001	60,000	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0002AE	IISR CY 2009 FFP NOTE: Offeror to complete stepladder pricing below. FOB: Destination	60,000	Each

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AE	1	500	(b)(4)
		501	5,000	
		5,001	10,000	
		10,001	60,000	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT
0002AF		60,000	Each
	IISR CY 2010 FFP NOTE: Offeror to complete stepladder pricing below. FOB: Destination		

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AF	1	500	[redacted]
		501	5,000	
		5,001	10,000	
		10,001	60,000	

ITEM NO	SUPPLIES/SERVICES
0003	
	ACCESSORIES FFP See accessories listed in SubCLINs 0003AA through 0003AE. FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA		1,000	Each	[redacted]	
	WIRELESS PUSH TO TALK FFP CY 2006 through 2007 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB		1,000	Each	[redacted]	
	HEADSET FFP CY 2006 through CY 2007 FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC		1,000	Each	(b)(4)	

BATTERY
FFP
CY 2006 through CY 2007
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AD		1,000	Each	(b)(4)	

ANTENNA
FFP
CY 2006 through CY 2007
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AE		1,000	Each	(b)(4)	

POUCH
FFP
CY 2006 through CY 2007
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		1	Lot	(b)(4)	

CONTRACT DATA REQUIREMENTS LIST (CDRL)

NOT SEPERATELY PRICED
Contractor shall provide Contract Data Requirements as listed in Exhibits A-N.
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0005	

TRAINING
FFP
See SubCLINs 0005AA through 0005AF
In accordance with the SOW, Attachment 1
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA		1	Each	(b)(4)	

TRAINING/COMPUTER BASED TRAINING
FFP
Contractor shall provide existing computer-based operator training course on CD-ROM.
CY 2006 through CY 2007
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB		50	Each	(b)(4)	

OPERATOR TRAINING CONUS
FFP
USMC one (1) day training, one (1) Instructor Course for up to 24 students.
Includes training materials and manuals. Travel/per diem not included.
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC		25	Each	(b)(4)	

OPERATOR TRAINING OCONUS
FFP
NON HAZARDOUS Section H-5 of this document does NOT apply.
USMC one (1) day training, one (1) Instructor Course for up to 24 students.
Includes training materials and manuals. Travel/per diem not included.
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AD		20	Each	(b)(4)	

MAINTENANCE TRAINING CONUS
FFP
USMC training, one (1) instructor course for up to six (6) students. The length of training will be based on the contractor's estimate. Includes training materials and manuals. Travel/per diem not included.
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE		5	Each	(b)(4)	

MAINTENANCE TRAINING OCONUS
FFP
NON HAZARDOUS Section H-5 of this document does NOT apply.
USMC training, one (1) instructor course for up to six (6) students. The length of training will be based on the contractor's estimate. Includes training materials and manuals. Travel/per diem not included.
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AF		25	Each	(b)(4)	

OPERATOR TRAINING OCONUS
FFP
HAZARDOUS Section H-5 of this document DOES apply.
USMC Operator training, one (1) instructor for up to 12 students. Includes training materials and manuals. Travel/per diem not included. See Section H-5.
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AG		25	Each	(b)(4)	

MAINTENANCE TRAINING OCONUS
FFP
HAZARDOUS USMC Maintenance training, one (1) instructor for up to 12 students. Includes training materials and manuals. Travel/per diem not included. See Section H-5.
CY 2006 through CY 2010
FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Lot	(b)(4)	

TRAVEL/PER DIEM
COST
Travel for training under CLIN 0005 (includes all SubCLINs). The costs for travel shall be reimbursed in accordance with FAR 31.205-46
CY 2006 through CY 2010
FOB: Destination

MAX COST **NTE:** (b)(4)

ITEM NO	SUPPLIES/SERVICES
0007	PECULIAR TEST EQUIPMENT FFP Equipment and software required for radio end item troubleshooting, calibration, testing, and repair at the intermediate level. Minimum Quantity: 1 Maximum Quantity: 25 Minimum and maximum quantity amount includes all SubCLINs under CLIN 0007. The government will order a minimum of one (1) and a maximum of 25 peculiar test equipment through the term of this contract (CY 2006 - CY 2010). CY 2006 through CY 2010 FOB: Destination

0007AA RESERVED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AB	PECULIAR TEST EQUIPMENT CY 2006 FFP FOB: Destination	25	Lot	(b)(4)	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AC	PECULIAR TEST EQUIPMENT CY 2007 FFP FOB: Destination	25	Lot	(b)(4)	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AD	PECULIAR TEST EQUIPMENT CY 2008 FFP FOB: Destination	25	Lot	(b)(4)	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AE	PECULIAR TEST EQUIPMENT CY 2009 FFP FOB: Destination	25	Lot	(b)(4)	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AF	PECULIAR TEST EQUIPMENT CY 2010 FFP FOB: Destination	25	Lot	(b)(4)	

ITEM NO	SUPPLIES/SERVICES
0008	Replaceable Unit (LRU) FFP A pricing list will include the Line Replaceable Unit (LRU) and the Shop Replaceable Unit (SRU). CY 2006 through CY 2010 FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AA	Line Replaceable Unit (LRU) FFP The LRU is defined as the radio itself with our any accessories. These will be maintained at the Repair Issue Point (RIP) and used as a one for one swap with the owning unit. CY 2006 through CY 2010 FOB: Destination	500	Each	(b)(4)	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AB	Shop Replacable Unit (SRU) FFP The SRU is defined as the circuit card assembly within the radio. These will be maintained in the RIP and used to repair faulty LRUs give to the RIPs from the using units. CY 2006 through CY 2010 FOB: Destination	500	Each	(b)(4)	

AMENDMENT OF SOLICITATI /MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: S

PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO.: 0005

3. EFFECTIVE DATE: 23-Dec-2005

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO (If applicable):

6. ISSUED BY ... CODE

...RCORSYSCOM
ATTN: PATTY PAGONIS PG12
2200 LESTER STREET
QUANTICO VA 22134

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Motorola USFGMD
7031 Columbia Gateway Drive, 3rd Fl.
Columbia, MD 21046
Howard County

CODE 78205 FACILITY CODE

X 9A. AMENDMENT OF SOLICITATION NO. M67854-05-R-7047

X 9B. DATED (SEE ITEM 11) 15-Jul-2005

10A. MOD. OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1) Revise Performance Specification under Section 3.1.6 delete reference to "1km [O]".

2) Revise Performance Specification under Appendix A. Under Section Titled "Key Performance Parameters," delete the reference to 1KM under the objective column.

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

15A. NAME AND TITLE OF SIGNER [redacted] (b)(4) ...NED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

TEL: EMAIL:

16B. UNITED STATES OF AMERICA

BY ______________________
(Signature of Contracting Officer)

16C. DATE SIGNED 23-Dec-2005

...EPTION TO SF 30
...ROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Subject to Contractual Provisions provided within this submittal.

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
S	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFI... IVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0004	23-Dec-2005		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than item 6) CODE
MARCORSYSCOM 'ATTY PAGONIS PG12 'ER STREET QU .CO VA 22134	See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Motorola USFGMD
7031 Columbia Gateway Drive, 3rd Fl
Columbia, MD 21046
Howard County

CODE 78205 FACILITY CODE

X	9A. AMENDMENT OF SOLICITATION NO. M67854-05-R-7047
X	9B. DATED (SEE ITEM 11) 15-Jul-2005
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying ''fice, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	S SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1) Revise Statement of Work under Section 3.5.2 to define Line Replacable Unit (LRU) and Shop Replacable Unit (SRU)
2) Revise CLIN 0008 to include SLINS for both LRU and SRU
3) Post second round of discussion questions to the Offerors
4) Request Final Proposal Revisions 2 (FPR2)
5) Delete Royalties Clause

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

15A. NAME AND TITLE OF SIGNER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
[redacted] (b)(4)	16B. UNITED STATES OF AMERICA BY ______ (Signature of Contracting Officer)	16C. DATE SIGNED 22-Dec-2005

EXC... ION TO SF 30
AP... ED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

* Subject to Contractual Provisions provided within this submittal.

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

REQUEST FPR2

Offerors are hereby advised that the Final Proposal Revisions 2 (FPR2) shall be in writing and that the Government intends to make award without obtaining further revisions. The FPR2 is due 1000 EST 09 January 2006. FPR2 shall be delivered to the same address as the original proposals, however, MARK ALL PROPOSALS TO THE ATTENTION OF WILLIAM WAGGONER PG12 (703) 432 – 4161. Mr. Waggoner will be your new point of contact for IISR FPR2 and can also be reached at William.r.Waggoner1@usmc.mil

Offerors are advised that proposals shall clearly indicate changes via "hash marks" in the margins. Electronic submittal of the FPR2 is not permissible. Change pages are not permissible. All FPR2 must be in writing and submitted in the format outline in Section L-4,d. of the solicitation.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0008
The CLIN type priced has been deleted.
The CLIN description has changed from Line Replaceable Unit (LRU) to REPLACABLE UNITS.
The CLIN extended description has changed from CY 2005 through CY 2010 to A pricing list will include the Line Replaceable Unit (LRU) and the Shop Replaceable Unit (SRU). CY 2005 through CY 2010.

SUBCLIN 0008AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AA	LINE REPLACEABLE UNIT (LRU) FFP	500	Each	[redacted] (b)(4)	

The LRU is defined as the radio itself with out any accessories. These will be maintained at the Repair Issue Point (RIP) and used as a one for one swap with the owning unit. CY 2005 through CY 2010
FOB: Destination

MAX NET AMT [redacted] (b)(4)

MOTOROLA

SUBCLIN 0008AB is added as follows:

TEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AB		500	Each	(b)(4)	

SHOP REPLACABLE UNIT (SRU)
FFP
The SRU is defined as the circuit card assembly within the radio. These will be maintained in the RIP and used to repair faulty LRUs given to the RIPs from the using units. CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.227-9	Refund Of Royalties	APR 1984

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A-N	Contract Data Requirements List	19	04-AUG-2005
Attachment 1	Statement of Work	16	04-AUG-2005
Attachment 2	Performance Specification	12	04-AUG-2005
Attachment 3	DD Form 254	5	04-AUG-2005

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A-N	Contract Data Requirements List	19	04-AUG-2005
Attachment 1	Statement of Work	13	22-DEC-2005
Attachment 2	Performance Specification	12	04-AUG-2005
Attachment 3	DD Form 254	5	04-AUG-2005

(End of Summary of Changes)

December 2005

STATEMENT OF WORK
FOR
INTEGRATED INTRA SQUAD RADIO (IISR)

Prepared by:
Marine Corps Systems Command (MCSC)

TABLE OF CONTENTS

Paragraph Title Page

STATEMENT OF WORK
FOR THE
INTEGRATED INTRA SQUAD RADIO (IISR)

1 SCOPE

This Statement of Work (SOW) defines the effort required for the procurement and delivery of the IISR, contractor logistics support, technical manuals, and operator/maintainer training. This effort will be pursued as a commercial item purchase, pursuant to guidance set forth at FAR 2.1, which provides the standard definition of a commercial item. Additionally, the contractor shall provide the requisite program management and logistics support to ensure that delivery schedules, performance requirements and overall supportability of the IISR is accomplished as set forth in the contract.

1.1 Background

The Marine Corps has an immediate need for an IISR to aid in the performance of small unit infantry operations. The IISR is a form fit radio that will be replaced in Fiscal Year (FY) 13 by the Joint Tactical Radio System (JTRS) Cluster 5 spiral 2 radio under the JTRS Operational Requirements Document (ORD) version 3.2. Previously fielded legacy tactical hand held equipment within the Marine Corps includes the AN/PRC-68, AN/PRC-94, and the Personal Role Radio (PRR). Due to age, the AN/PRC-68 and AN/PRC-94 were removed from the inventory. Additionally, none of the radios had the capability to fulfill the need of a secure hand-held radio. As a result, the existing infrastructure consists of locally purchased, commercially available hand held radios that are not interoperable with the Marine Corps combat net radios. The IISR solution consolidates and exceeds legacy capabilities while concurrently reducing the combat load of the individual Marine and small unit and vastly reducing the operating costs.

2 APPLICABLE DOCUMENTS

The following documents form a part of this SOW to the extent specified herein. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited in mandatory compliance documents shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.1 Military Standards and Specifications

MIL-STD-882D	10 Feb 00	System Safety
MIL-PRF-29612B	31 Aug 01	Training Data Products
MIL-PRF-49506	11 Nov 96	Logistics Management Information
MIL-E-17555H	2 Nov 92	Electronic and Electrical Equipment, Accessories, and Provisioned Items (Repair Parts): Packaging of
MIL-STD 129P	15 Dec 02	Military Marking for Shipment and Storage

3 REQUIREMENTS

3.1 Program Management

The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractor's organization and techniques used in managing the program, specifically subcontractor and data management. Documentation shall be readily available to Government representative(s).

DI-MGMT-80227, Contractor's Progress, Status and Management Report

3.1.1 Program Manager

The Contractor shall provide a Program Manager who will serve as the focal point and ensure that cost, schedule, and technical performance requirements, as set forth in this SOW, are met. This individual shall coordinate with the Marine Corps Systems Command (MCSC), Communications, Intelligence, and Networking Systems (CINS) Program Manager (PM) Communications (Comm) for all activities related to successful performance of the contract, including coordination of training schedules, interface with Marine Corps logistics activities, and conduct of appropriate meetings and reviews with government personnel.

The Contractor shall identify any personnel whose roles during contract performance are deemed essential, such as business/contract managers, logistics managers, or other such personnel, ensuring the qualifications and experience are commensurate with the position. At all times, the Program Manager shall have the responsibility for ensuring program integrity and overall contract performance.

3.1.2 Subcontractor Management

The contractor is responsible for performance of requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with the contract requirements.

3.1.3 Data Management

The contractor shall establish a single, centralized system for management of all data required under this contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, approval of deliverable format, distribution and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract, and shall provide equal access to data by the Government. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the HSR.

3.1.3.1 Technical Proposal

The contractor's Technical Proposal, as negotiated and accepted by the Government, shall be incorporated by reference into the resultant contract. Information contained in the offeror's proposal regarding organization, staffing, manning levels, and experience or education qualifications of personnel that are to be utilized in performance of this contract shall also be incorporated into the resultant contract. Any changes in these arrangements are to be submitted to the contracting officer in advance for approval. In the event of any conflict or ambiguity between the contractor's technical proposal and the Government statement of work, the statement of work shall take precedence.

3.1.3.2 Schedule Planning

The contractor shall maintain an accurate schedule of program events and recommend program schedules, including review and evaluation techniques, which provide for the earliest delivery schedule while at the same time satisfying all requirements in a cost effective manner. The program schedule shall include all significant events, and a Program Planning Milestone Chart shall depict major tasks and events from start to completion of the contract. The contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that will impact schedules.

3.1.3.3 Assignment of Responsibility and Authority

The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall be considered key personnel. The contractor in writing shall appoint all persons filling these billets. The contractor shall notify the Government within ten days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance.

a. Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government, and be responsible for the coordination of all contractor activities related to the contract.

b. Systems Engineer. The contractor shall designate a Systems Engineer who shall possess sufficient authority to manage, direct, execute and control all engineering elements of the contract.

c. Configuration Management (CM) Manager. The contractor shall designate a CM Manager who shall possess sufficient authority to manage, direct, execute and control all CM elements of the contract.

d. Integrated Logistic Support (ILS) Manager. The contractor shall designate an ILS Manager who shall possess sufficient authority to manage, direct, execute and control all ILS elements of the contract.

3.2 Meetings, Formal reviews, Conferences and Audits

3.2.1 Contractor Responsibilities

The contractor shall plan, host, attend, coordinate, support and conduct the meetings, formal reviews, conferences, and audits (hereinafter called "reviews"). The reviews shall be conducted at Government and contractor facilities. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently with the Government's approval. The contractor shall prepare agendas and conference presentation materials, and provide minutes and reports following each review. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes.

DI-ADMN-81249A, Conference Agenda
DI-ADMN-81250A, Conference Minutes

3.2.2 Post Award Conference

The contractor shall host a Post Award Conference (PAC) at the contractor's facility within 30 days after Contract Award. The purpose of the PAC is for the contractor to review and demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present management, key personnel, program implementation processes, and system requirements review.

3.2.3 Production Readiness Review

The Production Readiness Review (PRR) shall be performed to formally evaluate the contractor's production readiness, identify existing or projected manufacturing problems, and areas of risk. The contractor shall demonstrate progress in the following areas: (1) attaining the programs production goals, (2) resolving manufacturing problems (or that a plan for their resolution acceptable to the Government has been developed), and (3) mitigating all production risks. The contractor shall show that the system design has included those key production factors (e.g., least cost, minimum time, manufacturing simplicity/flexibility, resource availability, etc.) necessary to assure the system can be acquired on schedule at minimum cost. The initial production readiness review shall be conducted at the contractor's facility. At the Government's discretion, follow-on production program reviews may be held quarterly at the contractor's facility. The review dates shall be contractor-proposed, Government-approved, and incorporated into the program schedule. The agenda of the PRR shall include, as applicable, at least the following considerations:

a. A manufacturing Program Review to include the overall manufacturing system and detailed factor such as: manufacturing organization, responsibilities, facilities and equipment, manufacturing methods, and production flow.

b. A status review of all production efforts for cost and schedule considerations.

c. A status review of manufacturing technology and other previously recommended actions to reduce cost, manufacturing risk, and industrial base concerns.

d. The identity of open production concerns which require additional direction/effort to minimize risk to the production program.

e. A status review of production engineering efforts, tooling and test equipment demonstrations, and proofing of new materials, processes, methods, special tooling, test equipment.

f. A status of the hazard list from Environment, Safety and Occupational Health (ESOH) analysis.

g. The status of long lead items for production, if any.

3.2.4 In-Process Review

In Process Reviews (IPR) will be held on a quarterly basis or as needed basis, at a date and location mutually agreed upon. The Government reserves the right to cancel any review or to require any review to be scheduled during the period of performance. The contractor's progress, management, technical support services (if any), integrated logistics support, administrative, assurance of compliance with contract requirements, program status, funding, problem identification and resolutions shall be agenda items. Actual versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials providing an overview of all agenda items.

3.3 Configuration Management (CM)

The contractor shall maintain a Configuration Management (CM) process for the control of all hardware, software, firmware, and configuration documentation for the HSR. The principles contained in EIA-649 and MIL-HDBK-61A may be used for guidance. The contractor shall provide their Configuration Management Plan to the Government with the proposal for review. The contractor's CM process shall consist of configuration identification, configuration control, configuration status accounting, and configuration audits. Consideration for interfacing with other acquisition requirements such as design review, assurance, and other program related disciplines shall be addressed. The contractor's representative shall be responsible for any subcontractor's CM efforts. The contractor shall notify the Government of any Class 1 Engineering Change Proposal (ECPs). The Contractor must compensate the government for spares, repair part, and/or tools made obsolete by Contractor design changes.

DI-CMAN-81253A, Configuration Status Accounting Information

3.3.1 Engineering Support

The contractor will provide engineering and technical support services, as specified in the SOW, Performance Specification, and contract.

3.4 Testing/Verification

3.4.1 Reliability Testing and Reports

The contractor shall conduct reliability testing using MIL-HDBK-781 as a guide. Summary reports and a final report shall be provided to the Government. Summary reports shall also be submitted when significant problems are encountered, which prevent reliability data from being attained.

DI-TMSS-81586, Reliability Test Reports

3.4.2 First Article Test

The contractor shall develop and implement First Article Test (FAT) procedures to demonstrate the adequacy and suitability of the contractor's production processes and procedures for achieving the requirements in the Performance Specification. The results of the test shall demonstrate the manufacturing and production techniques employed do not negatively impact established requirements.

DI-NDTI-80603, Test Procedure (FAT)
DI-NDTI-80809B, Test/Inspection Report (FAT)

3.4.3 Nonconformance of First Article

In the event the first articles fail to meet requirements as described in the Performance Specification, the contractor shall submit plans for the corrective action or disposition to the Government for approval. Minor failures may be corrected during the testing, with Government approval. Production shall not be initiated without Government approval.

DI-RELI-81315, Failure Analysis and Corrective Action Report

3.4.4 Interoperability Testing

The contractor shall make available a complete system for interoperability testing by the Joint Interoperability Test Command (JITC), Fort Huachuca, AZ to ensure that the HSR is compatible with the systems specified in the system specification.

3.5 Supportability

3.5.1 Supportability Plan

The contractor shall provide their Supportability Management Plan to the Government with the proposal for review. The contractor's supportability shall address a) maintenance levels, b) warranties, c) tools and test equipment, (peculiar and general), d) training, e) recommended Spare Parts, f) Technical Manuals.

3.5.2 Recommended Spare Parts Listing

The Contractor shall develop a Recommended Spare and Repair Part Allowance Listing. The contractor shall develop separate lists for Organizational and Electronic Maintenance Company Level maintenance capabilities in accordance with the below Engineering Data For Provisioning. A pricing list will include the Line Replaceable Unit (LRU) and the Shop Replaceable Unit (SRU). The LRU is defined as the radio by itself with out any accessories. The LRU will be maintained at the Repair Issue Point (RIP) and used as a one for one swap with the owning unit. The SRU is defined as the Circuit Card Assembly (CCA) within the radio. The SRU will be maintained in the RIP and used to repair faulty LRU given to the RIP from the using units.

3.5.3 Engineering Data For Provisioning

Engineering Data For Provisioning (EDFP) is technical data used to describe parts/equipment and consists of data such as specifications, standards, drawings, photographs, sketches and descriptions, and necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, wiring and cable diagrams necessary to indicate the physical characteristics, location, and/or function of the item. EDFP shall be submitted in hard copy. EDFP shall be marked in such a manner as to identify the proprietary rights (limited or unlimited).

At a minimum, EDFP must provide:

a. Technical information of items for maintenance support considerations
b. Item identification/descriptions necessary for;
   (1) Cataloging actions and assignment of a National Stock Number
   (2) Review for item entry control
   (3) Standardization to include standardization/interchangeability
   (4) Item management coding
   (5) Identification/procurement of initial spares
   (6) Preparation of allowance/issue lists

The contractor shall furnish EDFP in the following order of precedence:

a. Government or industry recognized specifications or standards
b. Commercial catalogs or catalog descriptions
c. Sketches or photographs with brief descriptions of dimensional, material, mechanical, electrical, or other descriptive characteristics.

DI-ALSS-81529, Logistics Management Information (LMI) Data Product (EDFP)

Common and Bulk Items shall provide sufficient information to enable the government to relate the materiel/specification number to the pertinent item.

DI-ALSS-81529, Logistics Management Information (LMI) Data Product (CBIL)
DI-RELI-81497, Reliability Prediction and Documentations of Supporting Data

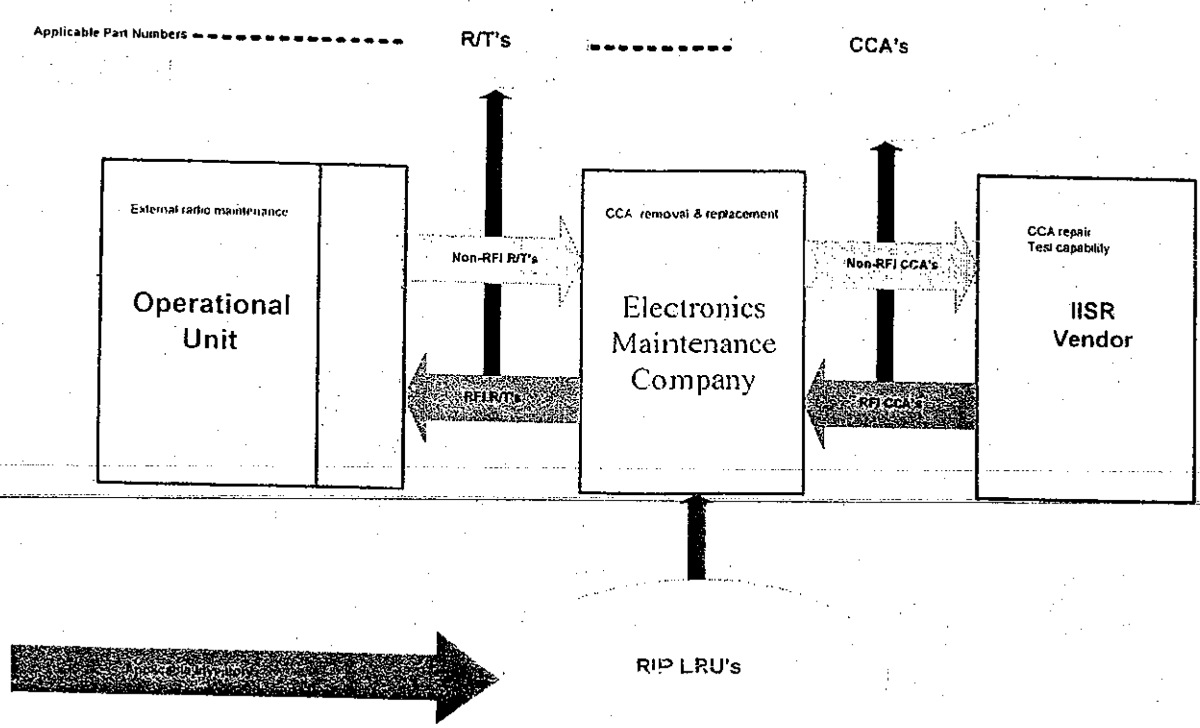
3.5.4 Organization Maintenance Components Production

The contractor shall offer the following accessories and replacement parts at a minimum for purchase through readily available stocks.

- Wireless Push to Talk
- Headset
- Battery
- Antenna
- Carrying Pouch

3.5.5 Intermediate Level Maintenance

The IISR maintenance concept is a variation of the traditional Organizational-Intermediate-Depot concept. Organizational and Intermediate support are provided by organic USMC assets; depot support is contractor-provided. Table 1 provides an illustration of the maintenance process.



3.5.6 Depot Maintenance

The contractor will maintain all facilities, labor, materials, tools, and test equipment needed to repair IISR LRUs and SRUs provided under this contract. Under normal circumstances, the company shall repair or replace and return to the Government any NRFI IISR LRU or SRU (warranty and non-warranty) with a 15-calendar day maximum average turnaround time. Additional time may be required if the Government returns a large quantity of equipment at the same time. Replacement items may be refurbished items (not new manufacture). Inspection and Acceptance for repaired items shall be at Destination.

3.5.7 Parts Management

The contractor shall maintain a parts management program that will ensure the use of parts that meet contractual requirements, reduce proliferation of parts through standardization and enhance equipment reliability and supportability, and proactively manage obsolescence. During the post award conference, or within 30 days after contract award, the contractor shall make the parts management plan and/or procedure available for Government review. The contractor can utilize MIL-HDBK-512 as a guide for developing and maintaining a parts management program.

3.6 Power

3.6.1 Battery Technical Characteristics

The contractor shall provide battery technical characteristics to the Government.

DI-MISC-80508A, Technical Report/ Study Services (BTC)

3.7 Technical Manuals

The Technical Manuals shall be Commercial of the shelf (COTS) provided in hardcopy for the operators manuals and electronic, Standard Generalize Markup Language (SGML) tagged format for the intermediate maintenance manuals. Operators manuals shall be over packed with each System. The selected vendor shall provide one Intermediate maintenance SGML tagged publication. All technical manuals shall be in English. Manuals shall be COTS (contractor format) and will use the requirements of MIL-HDBK-1221 as a guide.

DI-TMSS-80527A, Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data

3.7.1 Change Pages/Modification Instructions

The contractor shall provide change pages/modification instructions to the manuals as a result of approved changes to the baseline system. The Government requires notification of all changes and revisions to the manuals for the duration of this contract. Notice of new models/equipment, when they are available, is also required for Government information. The contractor shall develop change pages/modification instructions in accordance with Technical Manual Contract Requirements.

3.7.2 Reproduction Rights

The Contractor will establish a single, centralized system for management of all data required under the contract. Copyright release, giving the Government permission to reproduce and use, will be required for technical publications using copyrighted information. This will apply for any software upgrade agreements.

3.7.3 Operator Manuals, Quick Reference Guide, and Computer Based Training

The contractor will provide operator manual that includes:

a. Safety precautions
b. Equipment description
c. Performance characteristics
d. Preparation for use
e. Operating instructions
f. Programming instructions
g. Use of chargers/power adapters
h. Parts list
i. Accessories list

The contractor will provide the current existing laminated Quick Reference Guide (QRG) that includes basic operating and programming procedures. The selected vendor shall provide current existing computer-based operator training course on CD-ROM. The CBT shall be used to supplement the platform training and be compatible with the MARCORSYSCOM Tech Net.

3.8 Warranty

3.8.1 Warranty Performance System

The contractor shall establish and maintain a warranty performance system that identifies and documents all items to be warranted under this contract. Each item warranted shall be indexed and identified by serial number, model or part number, and date of acceptance by the Government. Warranties shall become effective based upon a negotiated agreement between the Government and the contractor. All pertinent data required for the Government to pursue warranty provisions, remedy, and relief for each item shall be maintained by the contractor for the duration of the warranty period. All warranty claims and transactions shall be documented and made available for Government review during scheduled meetings and/or reviews.

3.8.2 Standard Commercial Warranty

The contractor shall provide a standard commercial warranty covering workmanship, materials, design, and all essential performance characteristics that would effect the Performance Specification requirements of the HSR. The warranty shall be for a period of 12 months. The contractor shall ensure that subcontractor and vendor warranties provide the same coverage and are passed through to the end item.

3.9 Environment, Safety, and Occupational Health

3.9.1 System Safety

The contractor shall identify and evaluate safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with development, use, and disposal of the system using MIL-STD-882 as guidance. Residual risks will be evaluated by the Government using Tables A-I through A-IV of MIL-STD-882 as guidance. The contractor must identify all explosive safety risks as such in the system safety documentation.

3.9.1.1 Safety Assessment

The contractor shall perform and document a Safety Assessment to identify all safety features of the hardware, software, and system design and to identify procedural, hardware and software related hazards that may be present in the HSR including specific procedural controls and precautions that should be followed. In addition, the contractor shall make recommendations applicable to hazards at the interface of his system with the other system(s) as contractually required.

3.9.1.2 Safety Assessment Report

The contractor shall provide a Safety Assessment Report (SAR) that documents the Safety Assessment and clearly identifies any residual risks of the HSR. The SAR shall include a signed statement that all identified hazards have been eliminated or their associated risks controlled to acceptable levels and that the HSR is ready to field and operate.

DI-SAFT-80102B, Safety Assessment Report (SAR)

3.9.1.3 Environmental

Contractor shall verify the environmental qualification of HSR utilizing MIL-STD 810F as guidance.

DI-MISC-80508A, Environmental Assessment Report (EAR)

4 SUPPORT EQUIPMENT

4.1 Peculiar Test Equipment

All peculiar test equipment and software required for radio end item troubleshooting, calibration, testing, and repair at the intermediate level will be identified. These items are required to set up an Organic Intermediate depot. The contractor shall separately provide pricing for peculiar support test equipment.

4.2 General Test Equipment

All general purpose (common) test equipment and tools required for radio end item troubleshooting, calibration, testing, and repair at the intermediate level will be identified. The contractor will attempt to use common test equipment already in the Marine Corps inventory.

5 TRAINING AND TRAINING SUPPORT

5.1 Course Descriptive Data The contractor shall provide Course Descriptive Data (CDD) for the training program of the JISR. The CDD shall identify course administrative data to include data for peacetime and mobilization versions of the course.

DI-SESS-81521B, Training Program Structure Document (CDD)

5.2 Operator Training

The contractor will provide radio operator training that includes:

a. Description of equipment and components
b. Capabilities
c. Operation of the system
   1. Transmit/receive voice
   2. Transmit/receive data
   3. Front panel programming
   4. PC software programming
   5. Cloning
   6. Scan
   7. Battery charging
d. Operator (organization level) troubleshooting and corrective maintenance
e. Practical (hands-on) exercises that reinforce radio operating procedures.

The target audience for the operator training is military personnel of varying skills and skill levels, both communications specialists and non-communications specialists.

The maximum class size for one operator training class is 24 students.

Operator training shall be priced for multiple locations and durations as follows:

a. CONUS (TEN - 1 day classes, CONUS)
b. OCONUS (Five - 1 day classes, OCONUS)

Proposed OCONUS training areas shall include Pacific and Western European locations that are not within an active combat zone or area of military conflict.

5.3 Maintenance Training

The contractor will provide Intermediate Maintenance training in two (2) parts, startup and sustainment. As part of the Startup training, the contractor shall provide the peculiar test equipment and software identified in the proposal. The quantity provided for each Startup training class shall be the quantity necessary for one (1) maintenance station.

Part 1 of the training shall include the below vendor action:

a. Peculiar test equipment/software setup
b. Test stack setup and operational verification
c. Discussion with OIC and SNOIC's to explain new maintenance concept

Part 2 shall include:

a. Operator training
b. Equipment theory of operation
c. Setup and operation of peculiar test equipment
d. Troubleshooting
e. Repair (CCA removal/replacement)
f. Testing/verification

The target audience for the Intermediate Maintenance training is mid-level (E4-E6) electronics maintenance technicians (MOS 28XX).

The maximum class size for the Intermediate Maintenance training is 6 students.

The Intermediate Maintenance training will be conducted at USMC-designated locations. Separate prices shall be provided for:

a. CONUS
b. OCONUS

Proposed OCONUS training areas shall include Pacific and Western European locations that are not within an active combat zone or area of military conflict. Requests for training within active combat zones, areas of military conflict or other areas, if required, shall be requested separately by the USMC and priced, by the contractor, on a case-by-case basis.

DI-SESS-81521B, Training program Structure Document (CDD)
DI-SESS-81526B, Instructional Media Package (Interactive Courseware)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: S
PAGE OF PAGES: 1 | 4

2. AMENDMENT/MODIFICATION NO.: 3
3. EFFECTIVE DATE: 13-Oct-2005
4. REQUISITION/PURCHASE REQ. NO.:
5. PROJECT NO. (If applicable):

6. ISSUED BY — CODE
MARCORSYSCOM
ATTN: PATTY PAGONIS PG12
2200 LESTER STREET
QUANTICO VA 22134

7. ADMINISTERED BY (If other than item 6) — CODE
See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
Motorola USFGMD
7031 Columbia Gateway Drive, 3rd Fl.
Columbia, MD 21046
Howard County

CODE 78205 FACILITY CODE

X 9A. AMENDMENT OF SOLICITATION NO.
M67854-05-R-7047

X 9B. DATED (SEE ITEM 11)
15-Jul-2005

10A. MOD. OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Revise CLINs 0001, 0004, 0006, 0008, add/delete clauses.
2. Request Final Proposal Revisions.
3. Except as amended herein, all other terms and conditions of Solicitation No. M67854-05-R-7047 remain unchanged and in full force and effect.

See Page 2

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

[redacted] (b)(4)

...AME AND TITLE OF CONTRACTING OFFICER (Type or print)
EMAIL:

...ITED STATES OF AMERICA
...gnature of Contracting Officer)

16C. DATE SIGNED
13-Oct-2005

APPROVED BY OIRM 11-84 — 30-105-04 — STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

* Subject to Contractual Provision provided within this submittal

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0003

The purpose of this Amendment is to 1) increase quantity for First Article Test, 2) clarify Not Septerately Priced (NSP) terms under CLIN 0004, 3) enter a Not To Exceed (NTE) amount for CLIN 0006, 4) revise CLIN 0008 to say Line Replacable Unit, 5) incorporate and delete FAR/DFAR clauses, and 6) request final proposal revisions from Offerors within the competitive range via attachment to Amendment 0003. Offerors are hereby notified that proposing a price for Not Separately Priced (NSP) or Not To Exceed (NTE) CLINs may cause the proposal to be non-responsive. Accordingly, Solicitation No. M67854-05-R-7047 is amended as follows:

1. Under Section B revise CLINs 0004 and 0006 as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED			
	CONTRACT DATA REQUIREMENTS LIST (CDRL) NOT SEPERATELY PRICED Contractor shall provide Contract Data Requirements as listed in Exhibits A-N. CY 2005 through CY 2010 FOB: Destination				**NSP**
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Lot		
	TRAVEL/PER DIEM COST Travel for training under CLIN 0005 (includes all subCLINs). The costs for travel shall be reimbursed in accordance with FAR 31.205-46 CY 2005 through CY 2010 FOB: Destination				

MAX COST NTE [redacted] (b)(4)

REQUEST FINAL PROPOSAL REV.

Offerors are hereby advised that the Final Proposal Revisions (FPR) shall be in writing and that the Government intends to make award without obtaining further revisions. The FPR is due 1000 EST 24 October 2005. FPRs shall be delivered to the same address as the original proposals.

Offerors are advised that proposals shall clearly indicate changes via "hash marks" in the margins.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The pricing detail quantity has increased by 16.00 from 4.00 to 20.00.

CLIN 0008
The CLIN description has changed from Shop Replacable Unit (SRU) to Line Replacable Unit (LRU).

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.211-5	Material Requirements	AUG 2000
52.230-6	Administration of Cost Accounting Standards	APR 2005
252.242-7000	Postaward Conference	DEC 1991

The following have been deleted:

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.245-7001	Reports Of Government Property	MAY 1994

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: S

PAGE OF PAGES: 1 | 31

2. AMENDMENT/MODIFICATION NO.: 0002

3. EFFECTIVE DATE: 01-Aug-2005

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO. (If applicable):

6. ISSUED BY CODE

ORSYSCOM
PATTY PAGONIS PG12
2200 LESTER STREET
QUANTICO VA 22134

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Motorola USFGMD
7031 Columbia Gateway Drive, 3rd Fl.
Columbia, MD 21046
Howard County

CODE 78205 FACILITY CODE

X 9A. AMENDMENT OF SOLICITATION NO.
M67854-05-R-7047

X 9B. DATED (SEE ITEM 11)
15-Jul-2005

10A. MOD. OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended. [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Make revisions to solicitation.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

EMAIL:

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED: 04-Aug-2005

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

* Subject to Contractual Provisions provided within this submittal

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

The purpose of this amendment is to 1) include response to question previously omitted from Amendment 0001, 2) make the revisions listed in the summary of changes, and 3) Attach a conformed copy of the Performance Specification. Solicitation No. M67854-05-R-7047 is modified as follows:

a. Question & Answer previously omitted from Amendment 0001.

Question 71	Volume 1 contains the complete RFP sections A through K, Section B is the CLINS, Pricing. Volume 6 is also for pricing. Do we include pricing in both Volumes or just in Volume 6?
Answer 71	Yes, include Pricing in both volumes. You will include pricing in Volume 1 under Section B. For Volume 6, you can include the same pricing found in Section B but you should also provide some back up data.

b. Summary of Changes.

Section	Change
I	Revised Section I, FAR clause 52.216-19 (full text) to clarify the figures are Quantity, not dollars
I	Deleted DFAR Clause 252.215-7002 Cost Estimating System Requirements
I	Deleted DFAR Clause 252.231-7000 Supplemental Cost Principles
I	Deleted FAR Clause 52.243-1 Changes -- Fixed Price
K	Inserted DFAR Clause 252.247-7022 by full text
K	Inserted DFAR Clause 252..209-7001 by reference
F-1	Deleted FAR Clause 52.247-29 F.O.B. Origin (Jun 1988)
F-2	Inserted "DELIVERY" heading.
G-2	Deleted all references to *cost* concerns in the Production Readiness Review.
L-1	Deleted FAR Clause 52.215-16 Facilities Capital Cost of Money
L-3.b.	Deleted indent from paragraphs 1, 2, 3, & 4
L-4.b.	Deleted the repeated heading, "proposal submission" after paragraph 4.
L-4.f.6.	Replaced MBMMR with IISR under paragraph no. 22
L-4,7,	Volume VI - deleted the requirement for the Offeror to provide the estimating methodologies used.
L-4,e	Moved Part B, Process and Practices from Volume III to Volume IV
L-4,e	Moved Integrated Master Schedule from Part B to Part A under Volume IV
L-4,f. 4	Moved Part B, Process and Practices from Volume III to Volume IV
L-4,f. 4	Renumbered ILS from Part C to Part B
M-3.1.a	Revised first paragraph to read: The Offeror will identify and express how it intends to execute the Government's requirements as defined in the IISR specifications found in Section C of the solicitation.
M	Past Performance Questionnaire, Addendum A - Added fax number, and included email as a vehicle to submit.
M-3.3.a	Included the following instruction for Past Performance Questionnaire submittal: The Offeror is to send the Past Performance Questionnaire form to up to three (3) of its customers discussed in its response to Volume V, Part A, Relevant Experience and have the customer fax, email or mail the completed questionnaire to Patty Pagonis by the proposal due date, 15 August 2005.
M-4	Inserted Mid-Point Weighted Average - guidance on how the Government will evaluate pricing.
Attachment 2	Performance Spec. Section 3.0 - Revised to specify UHF frequency of 380-450MHz (T) and 512MHz (O).
Attachment 2	Performance Spec. Appendix A - Revised to specify UHF frequency of 380-450 MHz as Threshold.
Attachment 2	Performance Spec. Section 3.0 - Revised to include IISR must fit into M16 pouch as Threshold. Dimensions are approximate.
Attachment 2	Performance Spec. Section 3.1.3 - Revised to include IISR must fit into M-16 pouch as Threshold. Dimensions are approximate.
Attachment 2	Performance Spec. Appendix A - Revised to include IISR must fit into M-16 pouch as Threshold. Dimensions are approximate.
Attachment 2	Performance Spec. Section 3.1.1 - Revised first paragraph to include language that allows for Standard performance degradation as outlined by the Telecommunications Industry Association (TIA/EIA) as acceptable over the operation temperature range.
Attachment 2	Performance Spec. Section 3.1.1 - Revised operating temperature range FROM -40°F to 115°F TO -22°F to 140°F (-30C to +60C)
Attachment 2	Performance Spec. Section 3.1.2 - Revised to include minimum/maximum operating distance the push to talk signal will need, to reach the radio.
Attachment 2	Performance Spec. Section 3.1.2 - Revised to delete the following features from the requirement: Answer Back, Auto transmit, beep sound, bell icon, alarm/call waiting feature.
Attachment 2	Performance spec. Section 3.1.8 - Revised the information security to read as follows: The IISR shall encrypt voice information by means of a commercial grade 256 bit Advanced Encryption System (AES). IISR will embed NIST compliant OR NSA certified cryptographic chips/modules. The threshold is to have AES 256B encryption without NSA certification. The objective is to have AES 256B encryption with NSA certification.

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

F-1

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

52.242-15	Stop-Work Order (Aug 1989) (Paragraph (a) – Insert 60 days)
52.242-16	Government Delay of Work (Apr 1984)
52.247-34	F.O.B. Destination (Nov 1991)
52.247-48	F.O.B. Destination – Evidence of Shippment (FEB 1999)

F-2

DELIVERY

CLIN 0001 - 0008 – All supplies hereunder shall be delivered F.O.B. Destination (CONUS only) as further defined in the Delivery Orders placed under this contract. All services hereunder shall be delivered F.O.B. Destination (CONUS or OCONUS) as further defined in the Delivery Orders placed under this contract.

CLIN 0001 – The initial order will be the First Article Test (FAT). Delivery of four (4) HSRs no later than 100 days after award of contract.

CLIN 0002, SubCLINs 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0002AF - Delivery of up to 1,000 radios per month within 60 days After Recipt of Order (ARO), notwithstanding the number of delivery orders issued and cumulative quantities ordered there under. The first order placed under CLIN 0002 shall be delivered 60 days after government acceptance of the First Article Test.

CLIN 0003, SubCLINs 0003AA, 0003AB, 0003AC, 0003AD, 0003AE – Delivery of up to 150 individual accessories per month within 60 days ARO.

CLIN 0004 – Delivery of Contract Data Requirements List (CDRL), see Exhibits A-N. The initial purchase quantities are to be determined; delivery schedule is stated on CDRL.

SubCLIN 0005AA – Delivery of Computer-based Training is 60 days ARO.

SubCLINs 0005AB, 0005AC, 0005AD, 0005AE, 0005AF, 0005AG – Delivery of Training classes within 60 days ARO.

CLIN 0006 – Travel Reimbursement.

CLIN 0007, SubCLINs 0007AA, 0007AB, 0007AC, 0007AD, 0007AE, 0007AF – Delivery of Peculiar Test Equipment within 60 days ARO.

CLIN 0008 – Delivery of Shop Replaceable Unit (SRU) within 60 days ARO.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-2

PRODUCTION READINESS REVIEW

The Production Readiness Review (PRR) shall be performed to formally evaluate the contractor's production readiness, identify existing or projected manufacturing problems, and areas of risk. The contractor shall demonstrate progress in the following areas: (1) attaining the programs production goals, (2) resolving manufacturing problems (or that a plan for their resolution acceptable to the Government has been developed), and (3) mitigating all production risks. The contractor shall show that the system design has included those key production factors (e.g. minimum time, manufacturing simplicity/flexibility, resource availability, etc.) necessary to assure the system can be acquired on schedule. The initial production readiness review shall be conducted at the contractor's facility. At the Government's discretion, follow-on production program reviews may be held quarterly at the contractor's facility. The review dates shall be contractor-proposed, Government-approved, and incorporated into the program schedule. The agenda of the PRR shall include, as applicable, at least the following considerations:

a. A manufacturing Program Review to include the overall manufacturing system and detailed factor such as: manufacturing organization, responsibilities, facilities and equipment, manufacturing methods, and production flow.

b. A status review of all production efforts for schedule considerations.

c. A status review of manufacturing technology and other previously recommended actions to reduce, manufacturing risk, and industrial base concerns.

d. The identity of open production concerns which require additional direction/effort to minimize risk to the production program.

e. A status review of production engineering efforts, tooling and test equipment demonstrations, and proofing of new materials, processes, methods, special tooling, test equipment.

f. A status of the hazard list from Environment, Safety and Occupational Health (ESOH) analysis.

g. The status of long lead items for production, if any.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 (Qty) (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 60,000 (Qty) (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of 60,000 (Qty) (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) 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 15 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)

The following have been deleted:

52.243-1	Changes--Fixed Price	AUG 1987
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.231-7000	Supplemental Cost Principles	DEC 1991

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A-N	CDRL	19	22-JUN-2005
Attachment 1	Statement of Work	16	22-JUN-2005
Attachment 2	Performance Specification	12	15-JUN-2005
Attachment 3	DD Form 254	5	22-JUN-2005

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A-N	Contract Data Requirements List	19	04-AUG-2005
Attachment 1	Statement of Work	16	04-AUG-2005
Attachment 2	Performance Specification	12	04-AUG-2005
Attachment 3	DD Form 254	5	04-AUG-2005

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been added by reference:

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004

The following have been added by full text:

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

L-1

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http: //www.arnet.gov/far: http: //www.farsite.hill.af.mil; http: //www.deskbook.osd.mil

PROVISIONS INCORPORATED BY REFERENCE

FAR SOURCE	TITLE AND DATE	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(JUN 1999)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	(JAN 2004)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR	(OCT 1997)
Alt IV	INFORMATION OTHER THAN COST OR PRICING DATA ALTERNATE IV(SEE PARAGRAPH L-5.2, PART II)	(OCT 1997)
52.222.24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	(FEB 1999)
52.232-13	NOTICE OF PROGRESS PAYMENTS	(APR 1984)

DFARS SOURCE	TITLE	DATE
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)

SECTION L-2 - PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (AUG 1998)

Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Aug 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the
addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at http://assist.daps.dla.mil; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a Governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation with provision for firm-fixed-pricing.

FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commanding General
Marine Corps Systems Command
Stephen L. Riffe, PG 12
2200 Lester Street
Quantico, VA 22134-6050

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.

DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) *Definitions.* As used in this provision—
(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.
(3) "Significant interest" means—
(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
(ii) Holding a management position in the firm, such as a director or officer;
(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
(v) Holding 50 percent or more of the indebtedness of a firm.
(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—
(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.
(End of provision)

Section L-3 - PROPOSAL SUBMISSION

a. Introduction

It is intended that the Integrated Intra Squad Radio (IISR) requirements identified in this solicitation be procured through the selection of a single contractor. The Government intends to award an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation with provision for firm-fixed-price type delivery orders to the successful Offeror.

This section contains general instructions for submitting proposals for this effort.

b. General

(1) The proposal shall be complete and clear in all respects without the need for additional explanation or information. The proposal shall be in sufficient detail and scope to permit the Government to evaluate it with respect to the technical and price factors specified under Section M of this solicitation.

(2) Offerors are cautioned against general, vague or unsubstantiated statements which prevent or render difficult the Government's evaluation of the proposal. Mere statements by the Offeror that it understands a problem and/or can comply with the requirements, and statements paraphrasing the requirements or parts thereof, may be considered inadequate.

(3) Data, even though previously submitted or presumed known by the Government, cannot be considered as part of the Offeror's proposal unless submitted with and incorporated into the proposal.

(4) Any inconsistency, whether real or apparent, between projected performance and price, should be explained in detail by the Offeror. The burden of demonstrating technical merit and price reasonableness rests with the Offeror.

(5) Proposals submitted for consideration for award shall address the full scope of the solicitation. Proposals that address only part of the solicitation will be considered unacceptable.

(6) A ceiling on the number of pages in the proposal has been imposed, as indicated in Section L-4.e. All pages, or any other material, in excess of the maximum number of pages stated will not be evaluated.

(7) As prescribed by FAR 52.215-1, the Government may award on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

SECTION L-4 - OFFEROR'S PROPOSAL REQUIREMENTS

b. Proposal Submission

Proposals shall consist of the following:

(1) One signed and completed copy of the attached Standard Form 33 (SF 33) and continuation sheet signed by a person authorized to enter into the proposed contract on behalf of the Offeror.

(2) Five (5) hard copies of Volumes I, II, VI and five (5) hard copies of III, IV, and V. Submit the proposals in separable parts as indicated in paragraph L-4 d.

(3) One electronic copy of the full proposal (Executive Summary and Volumes I through VI) using a Microsoft Office for Windows suite of applications, submitted on CD-ROM, formatted for a personal computer. Price breakdown will include MS Excel spreadsheets with formulae intact. Schedules will be in MS Project or compatible format. Delivery of process flows may be in hard copy if not compatible with the above software.

In the event that there is a conflict between the written hard copy of the proposal and the electronic copy of the proposal, the written hard copy will take precedence.

(4) Two copies of the Small and Disadvantaged Business Subcontracting Plan (FAR 52.219-9, Alternate II/Not counted against proposal page count limitations.)

NOTE 1: The definition of a page is a single side of paper with text, drawings, data, or similar content. Pages shall be 8.5 by 11 inches in size except for foldouts. Text font shall be in Times New Roman 12 point. Font for tables, figures, and other graphics shall be no smaller than 8 point Arial. Foldouts count as two pages. Limit use of foldout pages to non-textual matter. Where a proposal requirement dictates information in Contract Data Requirements List (CDRL) format, that information will not count against maximum page limitations. Attempts to circumvent the intent of these limitations (condensed printing, oversize paper, extensive or unnecessary use of large foldouts, or other similar actions) may result in removal of such material from the proposal and its exclusion from the evaluation.

NOTE 2: Bind each proposal volume in three-ring binders. Individual sections should be removable and replaceable to the volumes. Each volume shall contain a title page, table of contents, and list of tables and figures for that volume. Include a Cross Reference Matrix showing the location where the evaluator should look in that volume for a discussion of a particular requirement (excluding price information). Pages for the matrix will NOT count against volume page limitations. Use tab separators to separate required sections within a volume. Tab separators do not count against page count. Number all pages sequentially. Only material allocated to a specific section shall be in that section.

NOTE 3: Software. In accordance with DFARS 252.227-7019 (Validation of asserted restrictions-Computer Software – June 1995), the Offeror shall identify in its proposal, any computer software that was developed at private expense, or that is anticipated for future development at private expense, and upon the use of which the Offeror desires to negotiate restrictions; for such items, the Offeror shall state the nature of the proposed restrictions. Any restrictions on the Government's use or disclosure of computer software developed at private expense, and to be delivered under the contract shall be set forth in an agreement made part of the contract before delivery. If no such computer software is identified, all deliverable computer software will be subject to unlimited rights.

c. Proposal Submission Location, Time, and Date

Sealed offers for the supplies and services to be provided shall be delivered to the address below by 1600 (4:00 PM EST) on **15 August 2005**. Offeror's shall prominently mark all containers used for delivery of proposals with the following statement:

"REQUEST FOR PROPOSAL – SOLICITATION M67854-05-R-7047"

For FEDEX, Hand-Carry, UPS, etc:

Commanding General
Marine Corps Systems Command
Materiel Management
2201A Willis Street
Quantico, VA 22134-6050
Attn: Ms. Patty Pagonis PG 12

(703) 432-4191

For US Postal Service:

Commanding General
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-6050
Attn: Ms. Patty Pagonis PG12
(703) 432-4191

d. Proposal Outline

All proposals shall conform to the following outline. Proposals not following this format will be considered unacceptable. Confine all information pertaining to each indicated topic to the appropriate volume and section. **Bind Volumes I, II, and VI together. Five (5) hard copies of Volumes I, II, and VI equals Five (5) binders (each binder containing Volumes I, II, and VI). Bind Volumes III, IV, and V together. Five (5) hard copies of Volumes III, IV, and V equals five (5) binders (each binder containing Volumes III, IV, and V).**

e. Proposal Topics and Page Limitations

Proposal volumes shall not exceed the following page limits:

Volume	Title	Max Pages
	Executive Summary	**N/A**
I	**Model Contract – Sections A through K**	**N/A**
II	**Exceptions, Deviations, And Waivers**	**N/A**
III	**Technical (page count distributed among volume subsections as follows:)**	**75**
	Part A: Technical Approach	
	Part B: Integrated Logistics Support (Supportability)	
IV	**Program Management (page count distribution among subsections as desired by the Offeror).**	**100**
	Part A: Integrated Master Plan and Integrated Master Schedule	
	Part B: Processes and Practices	
	Part C: Personnel	
	Part D: Teaming Arrangements	
V	**Past Performance**	**20**
	Part A: Relevant Experience	
VI	**Price**	**30**

(1) Length. Each part should be as brief as possible consistent with complete submission.

(2) Deviations from Requested Format. Offerors shall provide an explanation in a clearly understandable format, such as a matrix, of any difference between the manner of the proposal request and the manner actually submitted.

(3) The Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal.

f. Proposal Content

The Government shall strictly adhere to the evaluation criteria contained in Section M of this solicitation. Offerors are responsible for generating their best proposal efforts. Ensure each section of the proposal adequately contains all the information necessary for evaluation. Proposal volumes should, as a minimum, address the following information:

1) EXECUTIVE SUMMARY

Offerors shall provide a top-level summary of the entire proposal in an Executive Summary. Include a Requirements Cross-Reference Matrix showing the proposal paragraph number where an evaluator will find the detailed discussion of a particular requirement.

2) VOLUME I. MODEL CONTRACT

There is no page limit for this part. The Offeror shall agree to the terms and conditions of the model contract for this solicitation; RFP sections A-K, including all documents, exhibits, and attachments. The submission of these items in accordance with the instructions will, upon acceptance by the Government, contractually bind the Government and the Contractor to the terms and conditions of the model contract. This volume shall include a completed, signed original copy of the entire solicitation (Sections A-K) and all amendments thereto, with all appropriate "fill-ins" completed. On the first page of this volume, the Offeror shall certify that the proposal has been prepared completely, consistent with the terms and conditions of the solicitation. However, if exceptions are taken, they shall be clearly set forth and explained in Volume II as follows:

3) VOLUME II. EXCEPTIONS, DEVIATIONS, AND WAIVERS

General. This volume must include a certification that it contains all exceptions, deviations, and waivers that the Offeror takes from the provisions of the RFP and its applicable documents. An exception is where an Offeror states it will not comply with a requirement, usually involving contract terms and conditions. A deviation is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A waiver is where an Offeror requests authorization for the Government to accept an item that will depart from specified requirements, but would nevertheless be considered suitable.

Note: Exceptions, deviations, and requests for waivers may cause proposals to be considered unacceptable.

Description. Provide a detailed description of each exception, deviation or request for waiver. Indicate the Offeror's difficulty with the applicable requirement and the Offeror's proposed solution. Specifically identify the portion of the RFP and the Offeror's proposal that are affected.

4) VOLUME III. TECHNICAL

Volume III shall contain the following proposal information. Include a Requirements Cross-Reference Matrix showing the proposal paragraph number where an evaluator will find the detailed discussion of a particular requirement. Indicate and fully explain any exceptions to Government requirements in this volume.

This section shall be limited to 75-pages. This part shall concisely demonstrate the Offeror's ability to comply with IISR Program requirements.

Volume III. Part A. Technical Approach

This section shall demonstrate in detail the Offerors design to fulfill the requirements addressed in the specifications outlined in Section C of the solicitation.

The Contractor shall provide any available certifications (i.e. JITC, Safety, EMI, reliability predictions – MTBT etc.) to verify compliance with the specifications outlined in Section C of the solicitation. These documents will not count against the 75-page limit.

Volume III. Part B. Integrated Logistics Support (Supportability)

The Offeror shall address the following ILS elements in detail:

Training Strategy (SOW 5.0)- The Offeror shall demonstrate specifically how it intends to provide the training program as an element of the overall Integrated Logistics Support program. The Offeror shall demonstrate how its training approach supports the operation and maintenance concepts of the systems.

Warranty Performance (SOW 3.8)- The Offeror shall demonstrate its warranty administration procedures, to include how it resolves warranty claims. The Offeror shall demonstrate the steps necessary to initiate a claim, and the "turn-around-time" for repairs made under warranty.

Technical Publications (SOW 3.7) - The Offeror shall demonstrate its ability to meet the requirements for Technical Manuals.

The Offeror shall demonstrate and explain any "value-added" elements that will be incorporated into this aspect of the program to improve supportability and reduce life-cycle cost. The Offeror shall also reflect any required elements set forth in the product supportability strategy.

5) VOLUME IV. PROGRAM MANAGEMENT

Volume IV shall contain the following proposal information. Include a Requirements Cross-Reference Matrix showing the proposal paragraph number where an evaluator will find the detailed discussion of a particular requirement. Indicate and fully explain any exceptions to Government requirements in this volume.

Volume IV. Part A. Integrated Master Plan & Integrated Master Schedule

Integrated Master Plan (IMP)

(1) The IMP is the cornerstone of the performance-oriented business approach for implementation on this contract. The IMP should describe the Offeror's overall management approach for producing and delivering the IISR system ensuring that the system meets all performance requirements; it's affordable and supportable. The overall management approach should include but is not limited to the following areas: program and technical management; supportability; configuration and data management; reliability and maintainability (R&M); production preparation and readiness to include facility/production assembly line; quality assurance; verification; safety; environmental; production rate (systems/month) and delivery schedule, packaging; training.

(2) The IMP should clearly and concisely describe plans for producing the IISR systems, controlling and accomplishing this effort at a affordable price and reducing schedule risk. The IMP should define and describe the integration of all the diverse functions, tasks, and events that must be successfully completed. Accordingly, IMP shall include a Work Breakdown Structure (WBS) to at least a Level 3 identifying all events and tasks essential to this effort. The IMP must provide top-to-bottom traceability from IISR performance specification requirements through the Statement of Work (SOW) activities to Level 3 of the Offeror-proposed WBS.

(3) The IMP must serve as the basis for the Integrated Master Schedule (IMS). The IMP should contain proposed events (i.e. readiness review, quality conformance inspection, and acceptance), essential tasks, and entrance and exit criteria for each task, and an event oriented time-line tied directly to the IMS. The IMP must provide adequate details to show the interrelationships of events and tasks with the production and delivery schedules.

Integrated Master Schedule (IMS)

(1) The IMS is an integral part of the IMP. It represents the proposed resources necessary to the success of the Offeror's proposal. All schedule information must be consistent with the events and tasks described in the IMP. Offerors shall define each item in the IMS in the proposal, and the IMS should reflect all appropriate events and tasks in the proposal, to include the proposed production and delivery schedule.

(2) Provide the IMS in a Gantt (or similar presentation format) chart for all events and tasks to WBS Level 3 for the basic contract and options, using contract award as the start date. The IMS should provide, at a minimum, task numbers, task names, duration, predecessor tasks, a start date, and a finish date for all activities identified in the IMP. The IMS must clearly illustrate the interdependencies of all activities. The Offeror must provide the ground rules and assumptions used in estimating the task duration shown in the IMS.

Volume III. Part B. Processes and Practices.

Relate the Offeror's processes and practices in the following areas of interest to specific technical and program management requirements in the performance specification and statement of work, discuss how these processes and practices will reduce risk and support objectives:

(1) Discuss specific processes and methodologies the Offeror intends to use to ensure operational capability, performance, reliability and maintainability, affordability, producibility, supportability, modularity, portability, electromagnetic compatibility, safety, environment compatibility, and disposability. Also, describe how quality control is maintained during production. Provide specific proven examples of technical performance metrics the Offeror routinely uses to manage risk for these factors.

(2) Configuration (CM) and data management (SOW 3.3) – Explain the approach and methods to identify, control, audit, and track the status of prime and subcontractor hardware and software configurations, resulting in delivery of the IISR system and spare and repair parts. Discuss how the Offeror envisions CM accomplishment with the Offeror having control over the product baseline, especially the effect on availability of spare and repair parts for fielded systems.

Volume IV. Part C. Personnel

(1) Describe the Offeror's program organization structure. The Offeror must clearly portray the organizational structure and show how this organization will support the IISR program. The Offeror must clearly define the relationship between the program and the overall corporate structure, the reporting responsibilities, lines of authority, the role of upper and functional management, the role of subcontractors decision making authority, and the communication processes.

~~(2) The Offeror shall include a staffing plan showing the personnel necessary to meet the requirements of this solicitation. The staffing plan shall depict staffing levels and requisite skills and characterize the availability and~~ location of these skills, current and anticipated. The Offeror shall demonstrate the availability of Key Personnel from contract award through the term of the basic contract and options.

(3) Describe the Offeror's programs and processes to hire and retain qualified staff and resolve personnel resource conflicts with other contracts.

(4) Provide copies of any key personnel agreements for this contract. Identify the role and authority of the Program Manager. Provide resumes for key personnel. Resumes shall include the following:

Professional Experience (i.e. years of experience, level of responsibility, accomplishments) Education (degree and appropriateness to this work effort)

Volume IV. Part D. Teaming Arrangements

(1) Subcontractor Selection. Offerors shall outline why they entered a particular teaming arrangement or selected (or will select) a particular subcontractor to perform significant effort on this program. "Significant" means an estimated dollar amount of the subcontract of $1,000,000 or more or some technical criticality of the subcontracted work to the whole. Relate these selections to their beneficial contribution to the program. Describe business arrangements and show direct lines of authority. Tie team member or subcontracted effort to a task directly referenced to a statement of work or particular work breakdown structure element. Define each of these interdivisional transfer or subcontracted efforts as a percentage of the total program effort.

(2) Small Business and Small Disadvantaged Business Subcontracting Plan. Provide a program Small Business and Small Disadvantaged Business Subcontracting Plan to meet or exceed the subcontracting goal requirements for Small and Small Disadvantaged Business (Public Law 100-180, FAR 52.219-9, and DFARS 252.219-7003). Small Business concerns are not required to submit a subcontracting business plan per FAR 19.702(b).

6) VOLUME V. PAST PERFORMANCE

Volume V shall contain the following proposal information:

Volume V. Part A. Relevant Experience

Provide a description of all the Offeror's relevant federal, state, and local Government and private prime and major subcontract efforts ($1,000,000 or more) received within the past three (3) years. To be considered relevant, efforts should reflect having the same or similar complexity and relevancy to the effort required by this solicitation. The Offeror shall include any corporate subsidiaries or other divisions as well as any other major subcontractors involved in this effort. "Relevance" is defined as systems or engineering development or production contracts responsible for integration efforts involving effort of a similar nature and complexity to that required by this solicitation. Offerors shall provide the same information for each team member or major subcontractor anticipated to be associated with the Offeror on this proposal. Offerors with no relevant past performance on Government contracts may submit similar information required by this paragraph on any relevant commercial effort as best they can articulate. Submit this information in the following format:

(1) Offeror's (or major subcontractor's) CAGE and contractor establishment code (CEC) numbers.

(2) Government contracting activity, address, and telephone number.

(3) Procuring Contacting Officer's name, telephone number, and FAX number.

(4) Government or commercial contracting activity technical representative or contracting officer representative (COR), telephone number, and FAX number.

(5) Government contract administration activity and the name, telephone number, and FAX number of the administrative contracting officer (ACO) and the Chief of Program and Technical support.

(6) Contract number

(7) Program title

(8) Contractor/subcontractor place of performance

(9) Contract type

(10) Period of performance

(11) Awarded contract price

(12) Final or projected price

(13) Original delivery date

(14) Final or projected delivery date

Volume V. Part A. Relevant Experience.

(15) Program description and relevancy. For each instance of past performance, provide a description of the effort, highlighting similarities and differences between that experience and the effort required under this solicitation.

(16) Technical Performance. Describe how well the product or system was compliant with contract requirements. Highlight and explain any deviations from the system performance requirements and the actions performed to mitigate and resolve these differences. Describe the timeliness and completeness of deliverables under that contract to the original product performance requirements. Identify and explain any cure notices received.

(17) Schedule and Price Performance. Provide a narrative of the objectives achieved and any price growth or schedule delays encountered. For any Government contracts that did not meet original requirements with regard to schedule and price performance, provide a brief explanation for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. Explain those processes now in place to prevent past problems and ensure such problems do not affect future performance on this proposed contract. Identify and explain any cure notices received as a result of schedule or price performance.

(18) Provide the above required information for any and all terminated Government contracts with the Offeror, in whole or in part, for any reason during the past three (3) years. Include those efforts currently in the process of such termination as well as those that are not similar to the proposed effort.

(19) Provide a statement as to whether any claims or Requests for Equitable Adjustment (REA) against the Government have been made relating to the contract.

(20) New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, Offerors shall discuss in detail the role performed by such persons in the prior contracts.

(21) Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss that subcontractor's past performance evaluation with the Offeror's during negotiations (Note: Written permission from subcontractors is excluded from the page count).

(22) Offerors should identify other directly pertinent past history which indicates efforts of the same or similar complexity have been performed using the Offeror's existing plant capabilities and demonstrate satisfaction of customer requirements.

Note: The Government reminds Offerors it may evaluate Offeror past performance from both independent data and data provided by Offerors in their proposals. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon Offerors to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offerors. Proposals that do not contain the information requested by this paragraph, risk rejection or receiving a high risk rating during evaluation.

Past performance is used as an indicator of the capability of the Offeror to provide consistent quality of technical and management elements to the IISR program. The Offeror should provide demonstrated examples of previous work accomplished, establishing the basis for their approach and ability to manage performance risk.

IN THE CASE OF AN OFFEROR WITHOUT A RECORD OF RELEVANT PAST PERFORMANCE OR FOR WHOM INFORMATION ON PAST PERFORMANCE IS NOT AVAILABLE, THE OFFEROR WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.

7) VOLUME VI PRICE

(1) The Government intends to perform price analysis in accordance with FAR 15.404-1(2)(i).

(2) Price Inconsistencies. The Government assumes a proposal represents the Offeror's best efforts to respond to the solicitation in a competitive environment. Any inconsistency, whether real or apparent, between promised performance and price, should be explained in the proposal. Any significant inconsistencies, if unexplained, raise a fundamental issue of the Offeror's understanding of the nature and scope of work required and financial ability to perform the contract. This may result in the proposal being determined to be unacceptable.

(3) The Offeror shall ensure that the estimating methodologies used are consistent.

(4) All prices shall be provided in then-year dollars.

(5) Offers submitted on a basis other than f.o.b. destination shall be rejected as non-responsive.

Volume VI shall contain the following proposal information:

The Price Proposal shall include two, signed, original copy of the entire solicitation (Sections A through K), with all appropriate "Fill-ins" completed. On the first page of this volume, the Offeror shall certify that the proposal preparation is consistent with the terms and conditions of the solicitation.

(1) The pricing for this effort will be reviewed for reasonableness, consistency, and balance.

(2) For evaluation purposes only, the Offeror shall identify the proposed price for each CDRL item. If proposed CDRLs are generated in the normal course of the Offeror's work, and there is no significant effort associated with the delivery of the CDRL to the Government, these CDRLs may be proposed as "Not Separately Priced."

SECTION L-5 - PREPROPOSAL CONFERENCE

A pre-proposal conference will not be held.

Offerors shall submit any and all questions regarding this solicitation in writing to the Contract Specialist, Patty Pagonis, at Patricia.Pagonis@usmc.mil on or before ***22 July 2005***. A response to all questions will be distributed to ALL Offerors on the list of potential Offerors via email on **29 July 2005**. If you have not already done so, you can submitt a request to be added to the list of potential Offerors via email to Patty Pagonis at the email address provided above.

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:
M-1

BASIS FOR AWARD

a. Evaluation Summary

The Government will evaluate each Offeror's proposal and use the results in the contracting source selection decision. The source selection process will determine the overall merits of each proposal in terms of its potential to best satisfy the needs of the Government.

b. Award

The Government intends to evaluate proposals and award a contract without discussions. Each Offeror's proposal should contain the Offeror's best price, and technical position. The Government reserves the right to conduct discussions if it is later deemed necessary. Any Offeror that is rated below "Acceptable" in any evaluation criteria will not be considered for contract award.

Award will be to the responsive and responsible Offeror whose proposal (conforming to the solicitation) represents the best value to the Government considering the areas of Technical, Past Performance, Management, and Price. The Government may award to other than the lowest-priced Offeror or to other than the Offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government. The Government intends to award a single (1) contract for the IISR program, to the Offeror:

* Whose proposal is technically acceptable;
* Whose offer is deemed responsive to the solicitation requirements;
* Whose overall offer represents "Best Value" to the Government.

In making its "Best Value" determination, the Government will consider overall technical merit to be of significantly <u>greater</u> importance than evaluated price. However, the importance of price as a factor in the final determination will increase with the degree of equality in the overall technical merit of the proposals.

M-2 EVALUATION PROCESS

Following the receipt of proposals, the Source Selection Evaluation Board (SSEB) will conduct an initial evaluation. Should an award on "initial offer" not be pursued, the Government will establish a "competitive range" and notify all Offerors of their inclusion or exclusion. Discussions will be held with those Offerors in the competitive range for the purpose of clarifying submissions or correcting deficiencies.

Offerors eliminated from the competitive range will be promptly notified in writing in accordance with FAR 15.503. Following the conclusion of these activities, Final Proposal Revisions will be requested. Final evaluation will be conducted and award made based upon the criteria set forth in paragraph M-3, Specific Evaluation Criteria.

The Government will evaluate each of the areas and factors identified in M-3 below (except price) in two ways: 1) a proposal rating, and 2) a narrative proposal risk assessment. The proposal rating depicts how well the Offeror's proposal meets the evaluation standards and the solicitation requirements. Proposal risk assesses the risk associated with the Offeror's proposed approach as it relates to accomplishing the requirements of this solicitation. Paragraph M-3.4 describes the Government methodology for evaluating price.

a. Proposal Evaluation Ratings

The Government shall use the following proposal evaluation ratings:

RATING	DEFINITION
Outstanding	Exceeds specified requirements and has many significant strengths and no significant weaknesses or risks.
Excellent	Exceeds specified requirements and has: few significant strengths and no significant weaknesses or risks; OR Many significant strengths and few significant weaknesses or risks.
Acceptable	Meets specified requirements and has: few significant strengths and few significant weaknesses or risks; OR No significant strengths and no significant weaknesses or risks.
Marginal	Meets specified requirements and has: no significant strengths and few significant weaknesses or significant risks; OR Many significant strengths and many significant weaknesses or risks.
Unacceptable	Fails to meet stated requirements.

The Government will use the following risk adjectives. The Government assigns a subjective proposal risk to risks associated with the Offeror's proposed effort in relationship to accomplishing the requirements of this solicitation. Evaluators make an independent judgment of the probability of success, the impact of failure; taking into account the Offeror's risk mitigation approaches. The Government will use the following proposal risk definitions when assessing proposal risk.

RISK	DEFINITION
LOW	Little potential for schedule disruption, increased price, or impact on specified performance. Normal contractor effort and routine Government monitoring will likely address difficulties.
Moderate	Some potential for schedule disruption, increased price, or degradation to specified performance. Special contractor effort and close Government monitoring will probably overcome difficulties.
High	Serious potential for significant schedule disruption, increased price, or degradation to specified performance.

	Extraordinary contractor effort and intense Government monitoring may not guarantee problem resolution.

The combinations of strengths, weaknesses, and risks that could generate a particular rating, based on the definitions given are shown below in the Rating Conceptual Matrix.

M-3 SPECIFIC EVALUATION CRITERIA

Relative Importance of Evaluation Criteria. While the price to the Government is a substantial area to be taken into consideration in the integrated assessment of offers, the non-price factors, collectively, are of significantly greater importance. Therefore, the Government may award to other than lowest price, acceptable offer(s) if it is determined that the superior technical capability is worth the additional price. However, the Government will not make an award at a significantly higher price to achieve only slightly superior performance capability. The non-price factors are listed below in descending order of importance:

Technical
Program Management
Past Performance

The Government will evaluate each Offeror's proposal in the following areas:

T Technical
M Program Management
P Past Performance
P Price

Exceptions, Deviations, and Waivers

An exception is where an Offeror objects to a requirement and will not comply with that requirement. A deviation is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A waiver is where an Offeror requests authorization for the Government to accept an item that will depart from specified requirements, but would nevertheless be considered suitable. Exceptions, deviations, and requests for waivers may cause proposals to be considered unacceptable.

M-3.1 TECHNICAL AREA

There are two factors in the Technical area:

T.1 Technical Approach
T.2 Integrated Logistics Support (Supportability)

All factors are equally important.

M-3.1.a. Factor T.1 – Technical Approach

The Offeror will identify and express how it intends to execute the Government's requirements as defined in the IISR specifications found in Section C of the solicitation.

"Meet requirements" reflects the Offeror's identification of, assent to, and expression of how the Government's minimum requirements, and (as applicable) objective requirements, will be accomplished. Minimum requirements reflect the Offeror's identification of and assent to the Government's minimum performance requirements, including levels of service. "Objectives" reflect the Offeror's identification of and commitment to exceed the Government's minimum requirements, up to the levels identified by the Government, for which the Government may view

Offeror's commitment as potentially providing extra value to the Government. These commitments toward the Government's goals will form the basis of performance measurement should Offeror be awarded the contract, and Offeror's total proposal, including organization, manning and quality assurance process, must reflect its ability to achieve the objectives to which it commits.

M-3.1.b. Factor T.2 – Integrated Logistics Support (Supportability)

The Government will evaluate the Offeror's approach in addressing Integrated Logistics Support elements. As a minimum, the offer's training strategy, warranty performance, technical publications will be considered. The Offeror will identify and express how it intends to execute the Government's requirements as defined in the IISR Statement of Work (SOW). An evaluation will be performed on each proposal based on the factors listed below.

Training Strategy – Offeror demonstrates an approach that is well defined and demonstrates an understanding of the integrated nature of the manpower, personnel and training tasks as defined in the SOW. Offeror's training strategy demonstrates a thorough, realistic and executable approach to supporting the Government's operation and maintenance concept as defined in the SOW.

Warranty Performance – The Offeror's warranty administration procedures and warranty claims procedures approach demonstrate a thorough understanding of the tasks and requirements. Warranty period meets minimum 12-month requirement with optional five (5) year extended warranty as stated in the SOW (3.4). Procedures should not create an undue burden for the user.

Technical Publications – The Offeror's experience and approach to developing Technical manuals demonstrates an effective, realistic and timely approach to provide Technical Pubs concurrent with system fielding.

NOTE 1: Innovative approaches, which meet or exceed the supportability requirements, will receive a higher score.

M-3.2 PROGRAM MANAGEMENT AREA

There are four factors in the Management area. The three factors are of equal importance.

M.1 Integrated Master Plan (IMP) and Integrated Master Schedule (IMS)
M.2 Process and Practices
M.3 Personnel
M.4 Teaming Arrangements

M-3.2.a. Factor M.1 – IMP and IMS

The Government will evaluate the Offeror's IMP for completeness and comprehension. The Government will assess the overall management approach to ensure successful production and delivery of the IISR systems that are affordable and supportable. The Government will evaluate the integration of tasks and their interrelationships and traceability to the IMS, WBS, SOW, and specifications addressed on Section C of this Solicitation. The Government will evaluate the ability of the Offeror's organization and management processes to support the IISR program through the terms of the basic contract and options. The Government will evaluate the degree to which the Offeror's demonstrates sound business and technical judgment.

The Government will evaluate the Offeror's proposed IMS resources to be complete, comprehensive, and realistic. The Government will evaluate the integration of these resources with the planned events and tasks, to include production and delivery schedules, and their traceability to the IMP.

M-3.2.b. Factor M.2 – Processes and Practices

The Government will evaluate the Offeror's understanding and use of effective processes and practices in the areas of interest (as outlined on Section L) and their affect on achieving the IISR requirements while reducing potential risk. The Government will evaluate the Offeror's process for maintaining quality control during production of all IISR systems. The Government will evaluate the Offeror's understanding of CM within the realm and direction of Government acquisition reform, streamlining, and performance management. The Government will evaluate the Offeror's ability to control the product baseline while considering the effect on availability of spare and repair parts for fielded systems.

M-3.2.c. Factor M.3 – Personnel

The Government will assess the Offeror's ability to perform on this contract with adequately trained and experienced staff.

Key Personnel – The Offeror's Program Manager meets the following minimum requirements:

Program Manager
Experience – Minimum ten years program management experience
Education – Minimum Master Degree

The Offeror's key personnel shall meet the requirements of paragraph 3.1 of the SOW and that Key Personnel be assigned to the IISR program from contract award through successful completion of all deliveries. The Offeror demonstrates that the personnel required for completion of this effort are available in-house or from qualified subcontractors.

M-3.2.d. Factor M.4 – Teaming Arrangements

The Government will evaluate the strength of the business relationships and commitments of the Offeror's technical team, including any teaming arrangements, interdivisional relationships, and relationships with major subcontractors (or anticipated subcontractors). The Government will evaluate the presence of these entities on the Offeror's team to demonstrate some clearly defined benefit to program objectives. The extent of participation of small disadvantaged business concerns in performance of the contract shall be evaluated (FAR 15.304(c)(4)).

M-3.3 PAST PERFORMANCE AREA

There is one factor in the Past Performance area:

P.1 Relevant Experience

M-3.3.a. Factor P.1 – Relevant Experience

The Government will focus its evaluation on the past performance of the Offeror's and its proposed subcontractors' previous and current experience and performance on efforts which are of the same or similar complexity as effort required by the solicitation for similar/related price efforts within the last 3 years. For an effort to be considered as "similar/related" it must involve related technologies and be performed by the same organizational entity. The past performance will be reviewed as it relates to all solicitation requirements, such as price, schedule, and performance.

Note: The Government reminds Offerors it may evaluate Offeror past performance from both independent data and data provided by Offerors in their proposals. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon Offerors to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offerors. Proposals that do not contain the information requested by this paragraph, risk rejection or receiving a high risk rating during evaluation.

Past performance is used as an indicator of the capability of the Offeror to provide consistent quality of technical and management elements to the IISR program. The Offeror should provide demonstrated examples of previous work accomplished, establishing the basis for their approach and ability to manage performance risk.
The Offeror is to send the Past Performance Questionnaire form to up to three (3) of its customers discussed in its response to Volume V, Part A, Relevant Experience and have the customer fax, email or mail the completed questionnaire to Patty Pagonis by the proposal due date, 15 August 2005.

IN THE CASE OF AN OFFEROR WITHOUT A RECORD OF RELEVANT PAST PERFORMANCE OR FOR WHOM INFORMATION ON PAST PERFORMANCE IS NOT AVAILABLE, THE OFFEROR WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.

M-3.4 PRICE

Price will be evaluated, but not rated. Offeror's pricing will be assessed on the basis of reasonableness, predicated upon its proposed solution. The Government intends to perform price analysis in accordance with FAR 15.404-1 (2)(i).

OTHER CONSIDERATIONS

a. The Government urges Offerors to submit their proposals based on the most favorable terms in order to reflect their best possible potential. The Government will view unrealistic proposals in terms of technical or schedule commitments, or lack of price realism, as indicative of a lack of understanding of the complexity and risk in the contract requirements.

b. The Government reminds Offerors that unsupported promises to comply with the contractual requirements are not sufficient. Proposals must provide convincing documentary evidence in support of any presumptive statements relating to promises of performance. The Offeror shall support all claims by substantiated facts and data or the results of test, simulation, or analyses.

As prescribed by 52.215-1, the Government may award on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

M-4 MID-POINT WEIGHTED AVERAGE

For evaluation purposes only and to preclude the submission of unbalanced pricing, the evaluated price for each CLIN with step ladder pricing shall be calculated as follows:

The proposed price for each step ladder quantity shall be multiplied by the maximum quantity in that respective range. This shall be done for each year identified. The extended amounts shall be summed and divided by the sum of the maximum range quantities in all years. The result will be the mid-point weighted average CLIN unit price.

The mid-point weighted average CLIN unit price will then be multiplied by the maximum contract quantity for that CLIN. The total will be the evaluated price for that CLIN and will be added to the remaining CLINs to determine an evaluated total proposed price. An example calculation of Mid-Point Weighted Average is given below.

A proposal may be deemed to be mathematically unbalanced if it is based on prices that are significantly less than cost for some items and significantly overstated in cost for others. An offer may be materially unbalanced if it is mathematically unbalanced and if; (1) there is reasonable doubt that the offer would result in the lowest overall cost to the Government even though it is the lowest evaluated offer; or (2) the offer is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. Offers that are materially unbalanced, unrealistically low, or otherwise not in the Government's best interest will be rejected.

A. Given: Example, Offer for two (2) years

Year 1:

Range	Price
1-10	$20
11-20	$15
21-30	$10

Year 2:

Range	Price
1-10	$30
11-20	$25
21-30	$20

Contract Maximum quantity = 30 units

B. Calculate: Mid-Point Weighted Average CLIN unit price:

1. Multiply range price by maximum quantity for each year.

Year 1:

Price	Max Qty	Amount
$20	10	$200
$15	20	$300
$10	30	$300

Year 2:

Price	Max Qty	Amount
$30	10	$300
$25	20	$500
$20	30	$600

2. Sum Max Qty and Amount

Year1:

Price	Max Qty	Amount
$20	10	$200
$15	20	$300
$10	30	$300
	60	$800

Year 2:

Price	Max Qty	Amount
$30	10	$300
$25	20	$500
$20	30	$600
	60	$1,400

3. Add Max Qty for total Max Qty.

   Total Max Qty. = 60 + 60 = 120

4. Add Amounts for total Amount.

   Total Amount = $800 + $1,400 = $2,200

5. Calculate the Midpoint weighted average CLIN unit price by dividing the total Amount by the total Max Qty.

   Midpoint Weighted Average CLIN unit price = $2,200/120 = $18.33

6. Calculate the evaluated CLIN total price by multiplying the Midpoint weighted average CLIN unit price by the maximum contract quantity (30).

   Evaluated CLIN total price = $18.33 * 30 = $549.90

ADDENDUM A

Past Performance Questionnaire

Your assistance is requested by the Marine Corps Systems Command (CTQ) to assist with establishing the performance history for the contractor named below. Please complete this questionnaire and Fax, email or mail to the following:

Commanding General
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-6050
Attn: Ms. Patty Pagonis P: (703) 432-4191 F: (703) 432-3549
Patricia.pagonis@usmc.mil

When Complete, the information on this form is Source Selection Sensitive (41 USC 423); SAFEGUARD.
COMMENTS MUST BE PROVIDED FOR THIS DATA TO BE UTILIZED

Contractor Name & Address:	Contract No.:
	Contract Award Date:
	Completion Date:
	Contract Value:
	Type of Contract:
Evaluator Name/Title/Phone:	
Description of Contract Requirements:	

Evaluation:

A1. Quality of Products, Documents, Presentations, and Related Deliverables.

☐ N/A *Comments:*
☐ **OUTSTANDING**
☐ **EXCEEDS EXPECTATIONS**
☐ **MEETS EXPECTATIONS**
☐ **UNSATISFACTORY**

B1. Effectiveness of Program Management and Control.

☐ N/A *Comments:*
☐ **OUTSTANDING**
☐ **EXCEEDS EXPECTATIONS**
☐ **MEETS EXPECTATIONS**
☐ **UNSATISFACTORY**

B2. Timeliness of Performance for Services and Product Deliverables.

☐ N/A *Comments:*
☐ **OUTSTANDING**
☐ **EXCEEDS EXPECTATIONS**
☐ **MEETS EXPECTATIONS**
☐ **UNSATISFACTORY**

B3. Subcontractor Management/Parts and Support Base.

- ☐ N/A *Comments:*
- ☐ OUTSTANDING
- ☐ EXCEEDS EXPECTATIONS
- ☐ MEETS EXPECTATIONS
- ☐ UNSATISFACTORY

B4. Application of Cost as an Independent Variable (CAIV) and Life Cycle Costs (LCC).

- ☐ N/A *Comments:*
- ☐ OUTSTANDING
- ☐ EXCEEDS EXPECTATIONS
- ☐ MEETS EXPECTATIONS
- ☐ UNSATISFACTORY

C1. Customer Satisfaction - Business/Contracting Relations.

- ☐ N/A *Comments:*
- ☐ OUTSTANDING
- ☐ EXCEEDS EXPECTATIONS
- ☐ MEETS EXPECTATIONS
- ☐ UNSATISFACTORY

C2. Customer Satisfaction - Subcontracting Management and Attainment of Goals.

- ☐ N/A *Comments:*
- ☐ OUTSTANDING
- ☐ EXCEEDS EXPECTATIONS
- ☐ MEETS EXPECTATIONS
- ☐ UNSATISFACTORY

C3. Customer Satisfaction - Interaction with Govt Staff and Flexibility.

- ☐ N/A *Comments:*
- ☐ OUTSTANDING
- ☐ EXCEEDS EXPECTATIONS
- ☐ MEETS EXPECTATIONS
- ☐ UNSATISFACTORY

D1. Overall Satisfaction.

- ☐ N/A *Comments:*
- ☐ OUTSTANDING
- ☐ EXCEEDS EXPECTATIONS
- ☐ MEETS EXPECTATIONS
- ☐ UNSATISFACTORY

D2. What are the company's strengths:

D3. What are the company's weaknesses:

General Comments:

The information provided has been previously shared with the Contractor -

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
S	1	12

2. AMENDMENT/MODIFICATION NO.	3. EFFE...VE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0001	29-Jul-2005		

6. ISSUED BY CODE

M... ORSYSCOM
PATTY PAGONIS PG12
2... ESTER STREET
QUANTICO VA 22134

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Motorola USFGMD
7031 Columbia Gateway Drive., 3rd Fl.
Columbia, MD 21046
Howard County

CODE 78205 FACILITY CODE

X 9A. AMENDMENT OF SOLICITATION NO.
M67854-05-R-7047

X 9B. DATED (SEE ITEM 11)
15-Jul-2005

10A. MOD. OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [ ] is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying ...ce, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. ...IS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Response to Questions

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

[redacted] (b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

TEL: EMAIL:

16B. UNITED STATES OF AMERICA

BY ______________________
(Signature of Contracting Officer)

16C. DATE SIGNED
29-Jul-2005

APPR... ED BY OIRM 11-84 30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

* Subject to Contractual Provisions provided within this submittal

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

A. The purpose of this amendment to solicitation M67854-05-R-7047 is to provide answers to Offeror's questions and to post the list of potential Offerors for teaming and subcontracting opportunities. Accordingly, the solicitation is amended as follows:

1. Enclosure (1) provides responses to Offeror's questions. Responses are reference with numbers corresponding to their question.

2. The list of potential Offerors are as follows. Please note that there are potential Offerors who requested, in writing, not to be included in this posting.

Tony.Tabler@itt.com
edward.fridie@gss-corp.com
edward.fridie@gss-corp.com
GEMUNDER@Telephonics.com;
rbolick@cypressintl.com
Ann.Mclean@Thalescomminc.com
ehintz@talla-tech.com
shannon.nixon@CNTLWIRE.com
(b)(4) [redacted]
mike.johnson@lorimargroup.com
mkundrat@harris.com
(b)(4) [redacted]
scarney@acgsys.com
rita.weber@cntlwire.com
MELLIS@DASFMS.COM

B. Except as amended herein, all other terms and conditions of solicitation M67854-05-R-7047 remain unchanged.

	Questions and Answers for IISR
Question 1	Regarding the Performance Specification, Appendix A, it is our understanding that the government considers those requirements defined as "threshold" to be mandatory minimum requirements, and those defined as "objective" to be desired requirements. Is our interpretation correct?
Answer 1	Yes, a threshold requirement is a mandatory requirement and an objective requirement is a desired requirement. Where a "desired" requirement is identified, it is an objective requirement.
Question 2	Regarding the Performance Specification, Appendix A, the list does not appear to include all requirements included in the text of the Performance Specification. Will Appendix A be updated to include all requirements, or are we to assume that those requirements not listed in Appendix A are to be considered mandatory minimum requirements, unless specifically addressed as "desirable"?
Answer 2	The Performance Specification requirements are listed as threshold or objective. If a requirement is not identified as a Threshold or Objective on either the performance specification or Appendix A consider the requirement as an Objective. In the event of a conflict between the Performance Specification or Appendix A, the Performance Specification shall take precedence over Appendix A.
Question 3	Regarding the Performance Specification, Appendix A, the "Advanced Encryption System (AES) Board/Chip parameter lists FIPS 140-2 as a threshold and FIPS 197 as an objective. In our review of these two documents we have discovered technical specifications which are conflicting. Since FIPS 197 is an objective, can we assume that if we comply with it, then any conflicting specification in FIPS 140-2 are not applicable?
Answer 3	FIPS 197 is the objective. If a vendor complies with FIPS 197, then the conflicting specifications in FIPS 140-2 are not applicable.
Question 4	The Performance Specification does not specify what standard to use to validate the transmission range of the IISR. What standard does the government plan to employ?
Answer 4	No standards are specified. This capability shall be verified by a government-attended subjective test in which IISR radios separated by 1 km distance are engaged in audible and reliable voice communications under conditions consistent with typical urban, jungle and desert environments.
Question 5	Performance Specification, Paragraph 3.1.2 Design states that the headset will include a Wireless Push to Talk (WPTT) capability, but does not address a wireless headset. However, Appendix A lists this same requirement as "desired objective." Is it the government's intention to have a WPTT switch mounted on the headset or is it preferable to have a separate WPTT that can be mounted on a weapon? Is this capability a requirement or is it merely desirable?
Answer 5	It is an objective that the WPTT be mounted separate from the radio and headset, on a weapon.
Question 6	The Performance Specification does not appear to include a requirement for any specific UHF band. What UHF frequency band capability does the government require or desire?
Answer 6	Through an amendment, the Performance Specification will specify a frequency of 380-450Mhz as threshold and any military frequency band that will increase the potential use worldwide not higher than 512Mhz as an objective.
Question 7	The Performance Specification references specifications, publications, handbooks, etc. Can the government provide a source or sources where the offerors can access all referenced documents?
Answer 7	➢ The DOD AT&L Knowledge Sharing System (AKSS) has Guidebooks and

	Handbooks at www.akss.dau.mil ➢ The Defense Acquisition University (DAU) has a web site with programmatic tools and references at www.dau.mil ➢ The Defense Technical Information Center (DTIC) at www.dtic.mil ➢ An index of Specifications and Standards can be found at www.stinet.dtic.mil ➢ The Office of Secretary of Defense (OSD) has additional information on emerging guidance and requirements at www.osd.mil
Question 8	Are there any "Key Performance Parameters" in this solicitation?
Answer 8	Key Performance Parameters can be found in the Performance Specification under Appendix A.
Question 9	If a Commercial-Off-The-Shelf (COTS) product is not available to meet all requirements, will the government accept a "spiral development" solution to meet the government's requirements?
Answer 9	The government intends to have the solution without a spiral development.
Question 10	If a "spiral development" is acceptable, at what point does the government expect a fully compliant first article to be delivered?
Answer 10	The government intends to have the solution without a spiral development.
Question 11	Reference (Ref.) Specification (Spec.) Section 3.0 - What modes of interoperability are required between the IISR and legacy radio equipment?
Answer 11	The only mode of interoperability is a objective function to interface with the Army Icom F43. This is an objective that can be found under Section 3.1.10 and Appendix A of the Performance Specification.
Question 12	Ref. Spec. Appendix A - Due to the variance in weight between rechargeable Lithium-Ion and alkaline battery technology, can we interpret the 1.5 lb weight requirement to apply to the transceiver only without a battery pack?
Answer 12	Per 3.1.3 of the SOW states the weight of the IISR at 1.5lbs with battery as a threshold. This threshold will remain the same.
Question 13	Ref. Spec. Appendix A - Can the approximate size dimensions of 60mm (W) x 160mm (H) x 35mm (D) be changed from Threshold [T] to an Objective [O] if the radio fits in an M-16 magazine pouch?
Answer 13	An amendment to the solicitation will revise the threshold for the size of the IISR. The IISR MUST fit into a single M-16 pouch (T), approximately 60mm (W) x 160mm (H) x 35mm (D).
Question 14	Ref. Spec. 3.0 - Please advise if the IISR radio will be expected to pass SECRET data using the AES encryption mode.
Answer 14	The IISR is not expected to pass secret data. However, if the Offeror obtains NSA certification, the IISR will pass SECRET data.
Question 15	Ref. Spec. 3.1.9 - Please advise what legacy systems must interface to the IISR through the standard military 5-pin wired connection
Answer 15	SINCGARS, PRC 148, PRC 117, PRC 150 voice only.
Question 16	Ref. Spec. 3.1.2 - Please advise if the IISR transceiver is required to operate in both Amplitude Modulation (AM) and Frequency Modulation (FM) modes.

Answer 16	This in no requirement for the IISR to operate in both (AM) and (FM).
Question 17	Ref. Spec. 3.1.5 - Please advise what type of alkaline batteries are to be used in the non-rechargeable battery pack for the IISR radio.
Answer 17	Any standard off the shelf alkaline.
Question 18	Ref. Spec. 3.1.5 - Please advise what power levels and operations are expected when using the removable alkaline battery pack.
Answer 18	The expected removable alkaline battery pack should allow the radio to be used in low power for 8hrs.
Question 19	Ref. Spec. 3.1 - Please clarify what Information Technology (IT) standards contained within the Joint Technical Architecture (JTA) are applicable for the IISR?
Answer 19	The JTA is applicable to DATA communications. If a vendor includes data capabilities, which is not a threshold or objective, they will need to comply with the JTA.
Question 20	Ref. Spec. Appendix A - Please confirm that the FIPS Certifications for the AES encryption algorithm are correctly designated in the Threshold and Objective columns in Appendix A.
Answer 20	The FIPS Certifications for the AES encryption algorithm are correctly designated in the Threshold and Objective columns.
Question 21	Ref. Spec. Appendix A - Can the 12.5kHz narrowband channel performance parameter be designated as an Objective [O] since it does not provide enough bandwidth for multiple user conferencing?
Answer 21	Multiple user Conferencing is a objective feature. 12.5kHz narrowband channel performance is a threshold.
Question 22	Section L-2 - We respectfully request the due date for receipt of proposals to be 30 days from the Final RFP release date.
Answer 22	The proposal due date has been set 30 days from the final solicitation release date.
Question 23	Ref. CDRL - C001: Please clarify if the Battery Technical Characteristics are required 10 days after contract award or 10 days before the first article test.
Answer 23	The battery technical Characteristics are required 10 days after contract award.
Question 24	Ref. Spec. 3.1.2: The accessory requirements for head sets, wireless PTT and military style lapel clip-on speaker/mic are quite detailed. Does the government have a specific vendor solution identified?
Answer 24	The government does not have a specific vendor solution identified.
Question 25	Ref. RFP Section M-3.1.A Factor T.1: We respectfully request a clarification in the first paragraph of section M-3.1.A Factor T.1 regarding the location of the Threshold requirements. Will we be evaluated to only appendix A in the Performance Spec. or to all the Threshold requirements in the document? We can not tell since they reference MBMMR. If we follow the thread of reference in our document then all statements are threshold requirements.
Answer 25	The reference to MBMMR is a typographical error. Through an amendment to the solicitation, all references to MBMMR will be replaced with IISR. The Performance Specifications requirements are listed with threshold or objective. If the requirement is not stated as a threshold (T) or objective (O) in the Performance Specification or Appendix A, consider the requirement to be an objective. The evaluation will be based on the Performance Specifications and the Appendix A.. In the event of a conflict

	between the Performance Specification or Appendix A, the Performance Specification shall take precedence over Appendix A.
Question 26	Ref. SOW Section 3.4.4: What specified systems, system specification and ORD are referred to with respect to JITC testing?
Answer 26	SOW 3.4.4 is stating that the testing will insure that the IISR is compatible with the legacy systems specified in the performance specifications (SINCGARS, PRC148, PRC150, PRC117). This relates to the ability of the IISR to talk out through these systems via a 5 pin U-229/U audio connector without damaging or prohibiting the legacy systems ability to communicate. The "ORD" will be removed from that paragraph.
Question 27	Section 3.1.1. What are the power output requirements for LPD/LDI? The threshold for the IISR range in 1km. That will not allow for LPD/LPI.
Answer 27	There is not a set power output for LPD/LDI. LPD/LDI is an objective for the IISR. This will apply to a radio that may only have a range of a couple hundred meters in low power possibly .25 watts. With such a short distance and power output the signal in low power could be considered LPD/LDI
Question 28	Section 3.1.1. Is standard performance degradation as outlined by the Telecommunications Industry Association (TIA/EIA) acceptable over the operating temperature range?
Answer 28	Through an amendment to the solicitation, the performance specs will be revised to –22F to 140F (-30C to +60C) for both use and storage thresholds.
Question 29	Section 3.1.1. Radio operation at temperatures beyond the industry standard range of -22F to 140F (-30C to +60C) is inhibited by the lack of commercially available radio components for this application. Would operation within the above mentioned temperature range be acceptable?
Answer 29	Through an amendment to the solicitation, the performance specs will be revised to –22F to 140F (-30C to +60C) for both use and storage thresholds.
Question 30	Section 3.1.2. Wireless PTT. What is the application of the wireless PTT and its intended benefit to the soldier?
Answer 30	The application for the wireless PTT is so that the Marine can keep his hands on his weapon while keying the radio. The benefit to the Marine is that he can keep his eyes on a target and key his radio.
Question 31	Section 3.1.2. Wireless PTT. How many wireless PTTs will be operating within range of each other?
Answer 31	When establishing a link between the wireless PTT and the radio there could be up to 15-20 within an estimated 15 yards of each other. It can be expected that when in use there could be up to 15 within 10 meters of each other
Question 32	Section 3.1.2. Wireless PTT. What type of signal or platform will be used to send the wireless PTT signal?
Answer 32	The vendor will determine what signal is used between the wireless PTT and the radio. The platform will also be determined by the vendor, but will be small enough to connect to the Picatinny rail system of a weapon without hindering in firing of the weapon.
Question 33	Section 3.1.2. Wireless PTT. What is the battery life minimum for the wireless PTT?
Answer 33	Reference Appendix A of the Performance Specification—The minimum battery life for the wireless PTT is 8 hrs (T). An amendment to the solicitation will reflect an objective of 24 hrs.
Question 34	Section 3.1.2. Wireless PTT. What is the minimum/maximum distance that the PTT signal will need to reach the radio?
Answer 34	Minimum distance will be next to the radio with the maximum distance 1 meter. This will be reflected in the amendment to the solicitation.

Question 35	Section 3.1.2. Wireless PTT Will the wireless PTT be required to function with both the radio offered and existing military radios such as SINCGARS/PRC/F43...?
Answer 35	The wireless PTT will only need to work with the IISR.
Question 36	Section 3.1.2.U229/U5 Connector Interface Does the Marine Corps desire that accessories offered such as headsets, intercom or wireless PTT terminate in a U229/U5 connector or would alternate connectors with additional pins for added functionality be acceptable as a threshold offering?
Answer 36	The only required U229/U5 connection is from the IISR to a legacy radio via hardwire into the audio jack of the legacy radio. All other connections are a vendor discretion, but must meet MIL-STD-810.
Question 37	Section 3.1.2.U229/U5 Connector Interface Can you provide a description, configuration, and samples of existing accessories to be interfaced with the new IISR radio?
Answer 37	Any USMC handset for man pack radios uses the U229/U5 connector.
Question 38	Section 3.1.2. Lock all control features Please indicate if the following radio controls should also be "locked" to prevent accidental actuation: PTT, Freq Knob, Volume/Power knob?
Answer 38	None of the above should be locked.
Question 39	Section 3.1.2. Features Please provide a functional description of the following radio features: a. Stun/Kill b. Answer Back c. Auto Transmit d. Beep Sound e. Bell Icon f. Alarm/Call Waiting feature
Answer 39	Items listed as b through f will be removed from the performance specifications through an amendment to the solicitation. A Stun/Kill function is the ability of the user of the IISR within a squad or platoon to be able to remove an IISR from the net work if it is lost or is being used by hostile forces to monitor radio traffic of that squad or platoon.
Question 40	Section 3.1.2.1 Features Could you please rank the features in order of importance? a. Stun/Kill b. Answer Back c. Auto Transmit d. Beep Sound e. Bell Icon f. Alarm/Call Waiting feature
Answer 40	Items listed as b through f will be removed from the performance specification through an amendment to the solicitation.
Question 41	Section 3.1.3. Volume Would a radio with dimensions of 6.58" x 2.44" x 1.83" be acceptable for the application (fits within a standard M16 magazine pouch)?
Answer 41	An amendment to the solicitation will revise the threshold for the size of the IISR to the following: The IISR MUST fit into a single M-16 pouch, this is a threshold, approximately 60mm (W) x 160mm (H) x 35mm (D). If the radio specs in Question 41 fit into a M-16 pouch, then the dimensions are within the threshold.
Question 42	Section 3.3.2 Would the Marine Corps System Command be interested in touring and assessing the Offeror's design, testing, and manufacturing facilities prior to award to

	better evaluate production capacity, environmental testing, and performance risk of the IISR supplier?
Answer 42	The Government will not tour vendor facilities prior to contract award.
Question 43	We request that the proposal due date be extended to sixty (60) calendar days from the date of the formal proposal. The solicitation indicates that a proposal or offer must be received in eighteen (18) calendar days from the date of formal proposal. We understand that the formal proposal date is 11 July 2005. Our experience in responding to a major proposal that is provided by DOD substantially similar to R-7047 is to allow approximately sixty (60) days for proposal preparation and response. Because of the changes between the draft and final solicitation the initial effort on our proposal is inadequate to respond in the short time provided. Further, the requirement is to produce six (6) volumes and twelve (12) copies by the stated period of time
Answer 43	Question 43 is in reference to the draft solicitation. The final solicitation was posted on 15 July 2005. The proposal due date is 15 August 2005, 30 days from the date of the final solicitation. The requirement in the final solicitation is for five (5) hard copies of the proposal.
Question 44	The requirement for a DD 254 for AES 256KB encryption is unusual. We believe that NSA is responsible for Type 1 and Type 2 systems. NIST is responsible for Type 3. Our experience is that DD 254 is not required for Type 3. Please assist us in affirming the DD 254 requirement and understanding the proposal's expectation for this requirement.
Answer 44	The IISR will encrypt voice information by means of a commercial grade 256 bit Advanced Encryption System (AES). IISR will embed NIST compliant OR NSA certified cryptographic chips/modules. The threshold is to have AES 256B encryption without NSA certification. The objective is to have AES 256B encryption with NSA certification. All companies should look to having the platform and software move towards the objective. In regards to the requirement for the DD Form 254, the AES is a form of encryption which requires the use of the DD Form 254, as well as other items on the DD Form 254 marked "yes" under sections 10 and 11.
Question 45	Given that all requirements could be categorized, does the Threshold [T] category represent the Minimum Essential Requirement and, therefore, bids will be excluded if all [T]'s are not met in full? (Ref: Solicitation, Section M, page 73 of 86 which states that "Offerors whose proposal fails to meet the RFP will be determined to be Unacceptable")
Answer 45	Yes, the Threshold [T] category represents the minimum requirement that must be met. Offerors whose proposal fails to meet the threshold [T] will be determined to be unacceptable.
Question 46	Given that "Exceptions, Deviations requests for Waivers may cause proposals to be considered unacceptable", (Ref: Solicitation, Section M-3), is it permissible for such applications to be applied to any requirement, including Minimum Essential Requirements, [T]s?
Answer 46	Offerors must at a minimum meet all Threshold [T] requirements. Exceptions, Deviations, or Waivers to threshold requirements will cause proposals to be considered unacceptable.
Question 47	Section I, page 42 refers to FAR 52.216-19. Please clarify whether the figures in (a) and (b) (1) & (2) relate to dollars or quantity figures

Answer 47	The figures in Section I, FAR 52.216-19 refer to IISR quantity.
Question 48	Is it the intent of the government to award this contract in FY 05?
Answer 48	Yes, the intent is to award in FY 2005.
Question 49	Section L-2 of the Draft RFP, Paragraph f. Volume III, Part B appears to require the same information regarding the Statement of Work (SOW) that is also required by Volume IV, Part A. Since both of these volumes are page limited, can the government specify one location where the Offeror can discuss plans and processes to comply with the provisions of the SOW?
Answer 49	All proposals should conform to the outline provided in Section L-4, d, e, & f. Section L-4, Paragraph f, Vol. III, Part B should include a Technical discussion of the processes and practices. Section L-4, Paragraph f, Vol. IV, Part A should include a Program Management discussion of the Integrated Master Plan.
Question 50	It is our understanding that during the pre-solicitation process, the government has compiled a list of approved bidders for this program. Can the government provide this list to us?
Answer 50	The Government will post the list of potential offerors—with the exception of those offerors who requested, in writing, to be excluded from the list for posting.
Question 51	Page 25, Section G-2, Production Readiness Review. The first paragraph states in relevant part: "The contractor shall show that the *system design* has included those key production factors (e.g., *least cost*, minimum time, manufacturing simplicity/flexibility, resource availability, etc.) necessary to assure *the system* can be acquired on schedule *at minimum cost.* Since the contract price will be determined through competition and all CLINs except travel are to be firm, fixed price CLINs, please clarify why the Production Readiness Review will address the contractor's cost.
Answer 51	The requirement for the contractor to address cost in the Production Readiness Review will be deleted through an amendment to the solicitation.
Question 52	Page 25, Section G-2, Production Readiness Review. The first paragraph states in relevant part: "The contractor shall show that the *system design* has included those key production factors (e.g., *least cost*, minimum time, manufacturing simplicity/flexibility, resource availability, etc.) necessary to assure *the system* can be acquired on schedule *at minimum cost.* Please define the term "system" as used in this paragraph and clarify why the "design" will be reviewed for any purpose other than to determine that the resulting product (or "system") will conform to specification.
Answer 52	The term "system" is in reference to the Integrated Intra Squad Radio. The "design" will be reviewed only to determine that the resulting product will conform to specification.
Question 53	Page 25, Section G-2, Production Readiness Review. Subparagraphs b. and c. indicate that the Government intends to review "production efforts for cost and schedule considerations" and "recommended actions to reduce cost," respectively. Since the solicitation contemplates award of a firm, fixed price contract (except for travel reimbursement), review of cost considerations and actions to reduce cost seem inappropriate. Please explain.
Answer 53	The requirement to review cost considerations will be deleted through an amendment to the solicitation.
Question 54	Page 39, Section I, Clauses Incorporated by Reference. According to the Scope

	paragraph of the Statement of Work (Attachment 1), this effort will be pursued as a commercial item purchase. However, Section I and other sections of the solicitation include clauses from the FAR and DFAR that are not applicable to acquisitions of commercial items. Since the effort is to be pursued as a commercial item purchase, will the government amend the solicitation to eliminate all FAR and DFAR clauses from the solicitation that are not utilized in accordance with FAR Part 12 and DFARS Part 212? If not, how will the government evaluate a proposal in which the Offeror (i) takes exception to those clauses that the Offeror does not believe are in accord with FAR Part 12 and DFARS Part 212 and (ii) when appropriate, proposes an alternative provision to address the government's requirement?
Answer 54	This procurement falls under FAR Part 15 and DFARS 215. We are prohibited from using part 12 per FAR 12.207 because we do have a cost-type CLIN (for travel) in the contract.
Question 55	Page 40, DFARS 252.215-7002, Cost Estimating System Requirements. This Offeror understands that award will be result from adequate price competition and no cost or pricing data will be required. Will the government amend the solicitation to delete this clause and all other clauses that do not apply when cost or pricing data is not required?
Answer 55	The government does intend to amend the solicitation to delete DFARS 252.215-7002 and make any other corrections and or revisions.
Question 56	Page 43, 52.243-7, Notification of Changes. This Offeror notes that the solicitation includes both FAR 52.243-1, Changes – Fixed Price, and this clause. According to FAR 43.107, FAR 52.243-7 is "available for use primarily in negotiated research and development or supply contracts for the acquisition of major weapon systems or principal subsystems." Since the resulting contract will not be a research and development or supply contract for the acquisition of major weapon systems or principal subsystems, will the government delete this provision from the solicitation?
Answer 56	The government does intend to amend the solicitation to delete FAR 52.243-1 and make any other corrections and or revisions.
Question 57	Page 57, Proposal Submission Location, Time and Date. This section indicates that sealed offers are to be submitted by 1400 on 15 August 2005. Will the government amend the solicitation to allow for electronic submittal of proposals with hardcopy to follow within forty-eight (48) hours?
Answer 57	Electronic submittal of proposals will not be accepted. Offerors shall follow the proposal submission guidelines as outlined in Section L-4.
Question 58	Page 65, Volume VI Price. This section states in relevant part: "The Offeror shall provide the estimating methodologies used." However, the solicitation contemplates award of a firm, fixed price contract (except for travel reimbursement) resulting from adequate price competition. Under such circumstances, this Offeror does not understand why any Offeror should be required to "provide estimating methodologies used." Will the government delete the requirement that an Offeror provide estimating technologies used? If not, please explain why such estimating technologies are required.
Answer 58	Through an amendment to the solicitation, the government will delete the requirement for the Offeror to provide the estimating methodologies used.
Question 59	Page 68, M-3.1.a Factor T.1 – Technical Approach. The first sentence of this section reads "The Offeror will identify and express how it intends to execute the Government's requirements as defined in the MBMMR specifications found in Section C of the PR." Please define the acronyms "MBMMR" and "PR". Does Section C of the PR mirror

	Section C on pages 19 and 20 of the solicitation?
Answer 59	Through an amendment to the solicitation, the sentence in page 68, M-3.1.a Factor T.1—Technical Approach will read, "The Offeror will identify and express how it intends to execute the Government's requirements as defined in the IISR specifications found in Section C of the solicitation." All references to MBMMR are a typographical error and will be replaced with IISR.
Question 60	Page 69, M-3.3 Past Performance Area. The first sentence at the top of page 69 reads "Past Performance is used as an indicator of the capability of the Offeror to provide consistent quality of technical and management elements of the MBMMR program. Please clarify what is meant by "the MBMMR program."
Answer 60	Through an amendment to the solicitation, the sentence referenced under section M-3.3 will read, "Past Performance is used as an indicator of the capability of the Offeror to provide consistent quality of technical and management elements of the IISR program
Question 61	Page 72, Addendum A. Addendum A is a form utilized to capture past performance information, but this Offeror is unable to find any instructions for use of the form. Is the Offeror to provide the Past Performance Questionnaire form to its customers discussed in its response to Volume V, Part A, Relevant Experience or will the Government send the form to those from whom the Government elects to solicit input?
Answer 61	The Offeror is to send the Past Performance Questionnaire form to up to three (3) of its customers discussed in its response to Volume V, Part A, Relevant Experience and have the customer fax or mail the completed questionnaire by the proposal due date, 15 August 2005. An amendment to the solicitation will include this direction. The Government reminds offerors, as provided in the solicitation, under Section M, that the Government may evaluate Offeror past performance from both independent data and data provided by offerors in their proposals.
Question 62	Page 72, Addendum A. Addendum A is a form utilized to capture past performance information, but this Offeror is unable to find any instructions for use of the form. If the Offeror is to send the form to those customers discussed in response to Volume V, Part A, please clarify how many forms the Government will consider in its evaluation and when the completed forms must be received by the Government to be considered
Answer 62	The Offeror is to send the Past Performance Questionnaire form to up to three (3) of its customers discussed in its response to Volume V, Part A, Relevant Experience and have the customer fax or mail the completed questionnaire by the proposal due date, 15 August 2005. An amendment to the solicitation will include this direction. The Government reminds offerors, as provided in the solicitation, under Section M, that the Government may evaluate Offeror past performance from both independent data and data provided by offerors in their proposals.
Question 63	Statement of Work (SOW – Attachment 1), Page 1, Section 2.1, Military Standards and Specifications. Please explain the relevance of the listed standards and specifications; i.e., do we understand correctly that, as is stated for the specifications, standards and handbooks listed in Section 2.2.1 of the Performance Specification, these specifications and standards are for guidance only, and the contractor may follow accepted commercial practice rather than conforming strictly to all elements of the military standard or specification?
Answer 63	As stated in the SOW Section 2, the referenced military standards and specifications in Section 2.1 of the SOW and Section 2.2.1 of the Performance Specification are for guidance only.

Question 64	Attachment 3, DD Form 254. Please clarify why Attachment 3 is included in the solicitation. Considering the equipment and services being procured, this Offeror does not understand why it would be necessary for a contractor to be provided access to cryptographic equipment or classified source data.
Answer 64	The DD Form 254 is required for the AES 256 bit encryption, and the items marked "Yes" under section 10 and 11 of the DD Form 254.
Question 65	Since I'm not a manufacturer, will I still need to answer all the technical paperwork IF I'm working with the manufacturer in regards to the bid?
Answer 65	All proposals shall conform to the outline provided in Section L-4, d. Proposals not following this format will be considered unacceptable.
Question 66	My question is about the order of preference in deciding the award. Price, delivery, achievement of objectives, and delivery?
Answer 66	The basis for award can be found under Section M of the solicitation.
Question 67	Will the radio contract be awarded based on proven capabilities, or price alone?
Answer 67	The basis for award can be found under Section M of the solicitation.
Question 68	If we act as the prime contractor with the backing of a major manufacturer, do you think there is any benefit to the woman owned status?
Answer 68	This procurement is not a set aside for small business because there are not enough small business to compete for the requirement. However, all Offerors who can meet the requirement are encouraged to compete.
Question 69	If the manufacturer becomes our subcontractor, and we are therefore the prime, does that scenario present any benefit to your organization?
Answer 69	All proposals will be evaluated by the Source Selection Evaluation Board. Please see Section M of the solicitation for the specific evaluation criteria.
Question 70	We still have not seen the name of a person at NSA who will be our POC to get NAS approval for the type III 256 Bit encryption. I know that this is an objective only, but we have now way to bid the costs to do this if we have no one at NSA to talk to.
Answer 70	The point of contact for NSA is Sharron Stencil (410) 854-6841.

(End of Summary of Changes)

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE 1 OF 70 PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	M67854-05-R-7047	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	15 Jul 2005	

7. ISSUED BY CODE
MARCORSYSCOM
ATTN: PATTY PAGONIS PG12
2200 LESTER STREET
QUANTICO VA 22134
TEL: 703-432-4191
FAX: 703-432-3549

8. ADDRESS OFFER TO (If other than Item 7) CODE
See Item 7
TEL:
FAX:

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L-4.d. until 02:00 PM (Hour) local time 15 Aug 2005 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
0001	7/29/05	0003	10/13/05
0002	8/1/05	0004	12/23/05
		0005	12/23/05

15A. NAME AND ADDRESS OF OFFEROR cage CODE 78205 FACILITY
Motorola USFGMD
7031 Columbia Gateway Drive 3rd Fl.
Columbia, MD 21046

16. NAME AND TITLE OF PERSON AUTHORIZED TO [redacted] (b)(4)

15B. TELEPHONE NO. (Include area code) [redacted] (b)(4)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. [X]

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)
TEL: EMAIL:

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

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

* Subject to Contractual Provisions provided within this submittal

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		20	Each		(b)(4)

INTEGRATED INTRA SQUAD RADIO (IISR)
FFP
First Article Test (FAT)

FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED			

IISR
FFP
See IISR subCLINs 0002AA through 0002AF.
In accordance with Statement of Work (SOW) and Performance Specification, Attachments one (1) and two (2).
Minimum Quantity: 6,000 Maximum Quantity: 60,000
Minimum and maximum quantity amount includes all subCLINs under CLIN 0002. The government will order a minimum of 6,000 IISR and a maximum of 60,000 IISR through the term of this contract (CY 2005 - CY 2010).

FOB: Destination

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA		60,000	Each	(b)(4)	
	IISR CALENDAR YEAR (CY) 2005 FFP NOTE: Offeror to complete stepladder pricing below. FOB: Destination				

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AA	1.00	500.00	(b)(4)
		501.00	5,000.00	
		5,001.00	10,000.00	
		10,001.00	60,000.00	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB		60,000	Each	(b)(4)	
	IISR CY 2006 FFP NOTE: Offeror to complete stepladder pricing below. FOB: Destination				

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AB	1.00	500.00	(b)(4)
		501.00	5,000.00	
		5,001.00	10,000.00	
		10,001.00	60,000.00	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AC		60,000	Each	(b)(4)	

IISR CY 2007
FFP
NOTE: Offeror to complete stepladder pricing below.
FOB: Destination

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AC	1.00	500.00	(b)(4)
		501.00	5,000.00	
		5,001.00	10,000.00	
		10,001.00	60,000.00	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AD		60,000	Each	(b)(4)	

IISR CY 2008
FFP
NOTE: Offeror to complete stepladder pricing below.
FOB: Destination

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AD	1.00	500.00	(b)(4)
		501.00	5,000.00	
		5,001.00	10,000.00	
		10,001.00	60,000.00	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AE		60,000	Each	(b)(4)	

IISR CY 2009
FFP
NOTE: Offeror to complete stepladder pricing below.
FOB: Destination

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AE	1.00	500.00	(b)(4)
		501.00	5,000.00	
		5,001.00	10,000.00	
		10,001.00	60,000.00	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AF		60,000	Each	[redacted] (b)(4)	
	IISR CY 2010 FFP NOTE: Offeror to complete stepladder pricing below. FOB: Destination				

MAX NET AMT [redacted] (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
IISR STEPLADDER	0002AF	1.00	500.00	[redacted] (b)(4)
		501.00	5,000.00	
		5,001.00	10,000.00	
		10,001.00	60,000.00	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED			
	ACCESSORIES FFP See accessories listed in subCLINs 0003AA through 0003AE. FOB: Destination				

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA	WIRELESS PUSH TO TALK FFP CY 2005 through 2006 FOB: Destination	1,000	Each	(b)(4)	

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB	HEADSET FFP CY 2005 through CY 2006 FOB: Destination	1,000	Each	(b)(4)	

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC	BATTERY FFP CY 2005 through CY 2006 FOB: Destination	1,000	Each	(b)(4)	

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AD	ANTENNA FFP CY 2005 through CY 2006 FOB: Destination	1,000	Each	(b)(4)	

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AE		1,000	Each	(b)(4)	

POUCH
FFP
CY 2005 through CY 2006
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED		(b)(4)	

CONTRACT DATA REQUIREMENTS LIST (CDRL)

NOT SEPERATELY PRICED
Contractor shall provide Contract Data Requirements as listed in Exhibits A-N.
CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Each		
	TRAINING FFP See subCLINs 0005AA through 0005AF In accordance with the SOW, Attachment 1 CY 2005 through CY 2010 FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA		1	Each	[redacted] (b)(4)	
	TRAINING/COMPUTER BASED TRAINING FFP Contractor shall provide existing computer-based operator training course on CD-ROM. CY 2005 through CY 2006 FOB: Destination				
				MAX NET AMT	[redacted] (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB		50	Each	(b)(4)	

OPERATOR TRAINING CONUS
FFP
USMC one (1) day training, one (1) Instructor Course for up to 24 students.
Includes training materials and manuals. Travel/per diem not included.
CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC		25	Each	(b)(4)	

OPERATOR TRAINING OCONUS
FFP
NON HAZARDOUS Section H-5 of this document does NOT apply.
USMC one (1) day training, one (1) Instructor Course for up to 24 students.
Includes training materials and manuals. Travel/per diem not included.
CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AD		20	Each	(b)(4)	

MAINTENANCE TRAINING CONUS
FFP
USMC training, one (1) instructor course for up to six (6) students. The length of training will be based on the contractor's estimate. Includes training materials and manuals. Travel/per diem not included.
CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE		5	Each	(b)(4)	

MAINTENANCE TRAINING OCONUS
FFP
NON HAZARDOUS Section H-5 of this document does NOT apply.
USMC training, one (1) instructor course for up to six (6) students. The length of training will be based on the contractor's estimate. Includes training materials and manuals. Travel/per diem not included.
CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AF		25	Each	(b)(4)	

OCONUS HAZARDOUS TRAINING
FFP
Section H-5 of this document DOES apply.
USMC Operator training, one (1) instructor for up to 12 students. Includes training materials and manuals. Travel/per diem not included. See Section H-5.
CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AG		25	Each	(b)(4)	

OCONUS HAZARDOUS TRAINING
FFP
USMC Maintenance training, one (1) instructor for up to 12 students. Includes training materials and manuals. Travel/per diem not included. See Section H-5.
CY 2005 through CY 2010
FOB: Destination

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Lot		(b)(4)

TRAVEL/PER DIEM

COST

Travel for training under CLIN 0005 (includes all subCLINs). The costs for travel shall be reimbursed in accordance with FAR 31.205-46

CY 2005 through CY 2010

FOB: Destination

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		UNDEFINED	Each		

PECULIAR TEST EQUIPMENT
FFP
Equipment and software required for radio end item troubleshooting, calibration, testing, and repair at the intermediate level.
Minimum Quantity: 1 Maximum Quantity: 25
Minimum and maximum quantity amount includes all subCLINs under CLIN 0007. The government will order a minimum of one (1) and a maximum of 25 peculiar test equipment through the term of this contract (CY 2005 - CY 2010).

CY 2005 through CY 2010
FOB: Destination

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AA		25	Each	[redacted] (b)(4)	
	PECULIAR TEST EQUIPMENT CY 2005 FFP FOB: Destination				

MAX NET AMT [redacted] (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AB		25	Each	[redacted] (b)(4)	
	PECULIAR TEST EQUIPMENT CY 2006 FFP FOB: Destination				

MAX NET AMT [redacted] (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AC		25	Each	[redacted] (b)(4)	
	PECULIAR TEST EQUIPMENT CY 2007 FFP FOB: Destination				

MAX NET AMT [redacted]

MOTOROLA

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AD	PECULIAR TEST EQUIPMENT CY 2008 FFP FOB: Destination	25	Each	(b)(4)	

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AE	PECULIAR TEST EQUIPMENT CY 2009 FFP FOB: Destination	25	Each	(b)(4)	

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AF	PECULIAR TEST EQUIPMENT CY 2010 FFP FOB: Destination	25	Each	(b)(4)	

MAX NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Shop Replacable Unit (SRU) FFP CY 2005 through CY 2010 FOB: Destination	500	Each		See Amendment 0004

MAX NET AMT See Amendment [redacted]

Remittance Address: Bank of America, 13108 Collections Center, Drive, Chicago, IL 60693, ATTN: Motorola Lock Box Services

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

CLAUSES INCORPORATED BY REFERENCE

52.209-3 Alt I	First Article Approval--Contractor Testing (Sep 1989) - Alternate I	JAN 1997

B-1

EXPEDITING CONTRACT CLOSEOUT

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY REFERENCE

52.209-3 Alt I	First Article Approval--Contractor Testing (Sep 1989) - Alternate I	JAN 1997

B-1
EXPEDITING CONTRACT CLOSEOUT

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

C-1

STATEMENT OF WORK

General. The contractor shall provide the items and price in accordance with Section B and the attachments in Section J: Attachment 1, Statement of Work, Attachment 2, Performance Specification, Attachment 3, Contract Security Classification Specification DD Form 254, and Exhibits A-N, Contract Data Requirements List and, as further defined herein or by Delivery Orders placed under this contract.

C-2

Reserved.

C-3

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

C-4

USE OF MARINE CORPS SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES

(a) MARCORSYSCOM may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any MARCORSYSCOM contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to MARCORSYSCOM for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to MARCORSYSCOM's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) MARCORSYSCOM may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

Section D - Packaging and Marking

D-1

PREPARATION FOR DELIVERY

All supplies delivered under this contract shall be prepared for delivery (preserved, packed, palletized, and marked) in accordance with American Society of Testing and Material Designation (ASTM D) 3951-98 (2004) entitled "Standard Practice for Commercial Packaging" and the Contractor's best practices so to preclude damage during transit and ensure safe delivery.

All items delivered under this contract are required to uniquely identified in accordance with DFARS 252.211-7003, Item Identification and Valuation and DoD mandates, DoD policy on UID can be found at http://www.acq.osd.mil/dpap/UID.

CLIN 0001, 0002 (includes subCLINs), 0003 (includes subCLINs), 0004, 0005 (includes subCLINs), 0007 (includes subCLINs), 0008 – The supplies furnished hereunder shall be packaged in accordance with best commercial practice and as further defined in the Delivery Orders placed under this contract.

CLIN 0006– Packaging and marking are not applicable to these items.

D-2

MARKING INSTRUCTIONS

Marking instructions will be provided in each Delivery Order.

D-3

CLASSIFIED DATA

Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM) DOD 5220.22M dated January 1995, Change 1, 31 July 1997, Change 2 dated 1 May 2000, when applicable, NISPOM Supplement 1 dated February 1995, and in accordance with Section J, Attachment 3, DD Form 254.

Section E - Inspection and Acceptance

E-1

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

52.246-2	Inspection of Supplies - Fixed Price (Aug 1996)
52.246-4	Inspection of Services - Fixed Price (Aug 1996)
52.246-16	Responsibility for Supplies (Apr 1984)
252.246-7000	Material Inspection and Receiving Report (Mar 2003)

E-2

INSPECTION AND ACCEPTANCE

Inspection of work performed under this contract will be conducted at origin by:

Type your DCMA representtative in the space provided below. Include Administration Code and Address.

DCMA Chicago, GCO DCMAW-GC Chicago
DCMDW-GC, Defense contract Management Agency
1523 West Central
Arlington Heights, IL 6000

Acceptance of work performed under this contract will be conducted at destination by the Project Officer or duly authorized representative.

Section F - Deliveries or Performance

F-1

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '2' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

52.242-15	Stop-Work Order (Aug 1989) (Paragraph (a) – Insert 60 days)
52.242-16	Government Delay of Work (Apr 1984)
52.247-29	F.O.B. Origin (Jun 1988)
52.247-34	F.O.B. Destination (Nov 1991)
52.247-48	F.O.B. Destination – Evidence of Shippment (FEB 1999)

F-2

CLIN 0001 - 0008 – All supplies hereunder shall be delivered F.O.B. Destination (CONUS only) as further defined in the Delivery Orders placed under this contract. All services hereunder shall be delivered F.O.B. Destination (CONUS or OCONUS) as further defined in the Delivery Orders placed under this contract.

CLIN 0001 – The initial order will be the First Article Test (FAT). Delivery of four (4) HSRs no later than 100 days after award of contract.

CLIN 0002, SubCLINs 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0002AF - Delivery of up to 1,000 radios per month within 60 days After Recipt of Order (ARO), notwithstanding the number of delivery orders issued and cumulative quantities ordered there under. The first order placed under CLIN 0002 shall be delivered 60 days after government acceptance of the First Article Test.

CLIN 0003, SubCLINs 0003AA, 0003AB, 0003AC, 0003AD, 0003AE – Delivery of up to 150 individual accessories per month within 60 days ARO.

CLIN 0004 – Delivery of Contract Data Requirements List (CDRL), see Exhibits A-N. The initial purchase quantities are to be determined; delivery schedule is stated on CDRL.

SubCLIN 0005AA – Delivery of Computer-based Training is 60 days ARO.

SubCLINs 0005AB, 0005AC, 0005AD, 0005AE, 0005AF, 0005AG – Delivery of Training classes within 60 days ARO.

CLIN 0006 – Travel Reimbursement.

CLIN 0007, SubCLINs 0007AA, 0007AB, 0007AC, 0007AD, 0007AE, 0007AF – Delivery of Peculiar Test Equipment within 60 days ARO.

CLIN 0008 – Delivery of Shop Replaceable Unit (SRU) within 60 days ARO.

F-3
PERIOD OF PERFORMANCE

The period of performance for this contract shall be for the period of five (5) years from the Date of Award of Contract (DAC).

F-4
PLACE OF PERFORMANCE

Contract performance shall take place at CONTRACTOR'S FACILITIES and at various training locations as defined in Delivery Orders.

Section G - Contract Administration Data

G-1
POST-AWARD ORIENTATION CONFERENCE

The contractor shall host a Post Award Conference (PAC) at the contractor's facility within 30 days after Contract Award. The purpose of the PAC is for the contractor to review and demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present management, key personnel, program implementation processes, and system requirements review.

G-2
PRODUCTION READINESS REVIEW

The Production Readiness Review (PRR) shall be performed to formally evaluate the contractor's production readiness, identify existing or projected manufacturing problems, and areas of risk. The contractor shall demonstrate progress in the following areas: (1) attaining the programs production goals, (2) resolving manufacturing problems (or that a plan for their resolution acceptable to the Government has been developed), and (3) mitigating all production risks. The contractor shall show that the system design has included those key production factors (e.g., least cost, minimum time, manufacturing simplicity/flexibility, resource availability, etc.) necessary to assure the system can be acquired on schedule at minimum cost. The initial production readiness review shall be conducted at the contractor's facility. At the Government's discretion, follow-on production program reviews may be held quarterly at the contractor's facility. The review dates shall be contractor-proposed, Government-approved, and incorporated into the program schedule. The agenda of the PRR shall include, as applicable, at least the following considerations:

a. A manufacturing Program Review to include the overall manufacturing system and detailed factor such as: manufacturing organization, responsibilities, facilities and equipment, manufacturing methods, and production flow.

b. A status review of all production efforts for cost and schedule considerations.

c. A status review of manufacturing technology and other previously recommended actions to reduce cost, manufacturing risk, and industrial base concerns.

d. The identity of open production concerns which require additional direction/effort to minimize risk to the production program.

e. A status review of production engineering efforts, tooling and test equipment demonstrations, and proofing of new materials, processes, methods, special tooling, test equipment.

f. A status of the hazard list from Environment, Safety and Occupational Health (ESOH) analysis.

g. The status of long lead items for production, if any.

G-3
IN PROCESS REVIEW

The In Process Reviews (IPR) will be held on a quarterly basis or as needed basis, at a date and location mutually agreed upon. The Government reserves the right to cancel any review or to require any review to be scheduled during the period of performance. The contractor's progress, management, technical support services (if any), integrated logistics support, administrative, assurance of compliance with contract requirements, program status, funding, problem identification and resolutions shall be agenda items. Actual versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials providing an overview of all agenda items.

G-4
PAYING OFFICE

The paying office for this contract is:

To be determined after contract award.

If known, the Offeror may type the paying office DoDDAC and address assigned to its facilities in the space provided below.

G-5
CONTRACT ADMINISTRATION

Contract Administration for this contract will be under the cognizance of:

To be determined after contract award.

If known, the Offeror may type the DCMA DoDDAC and address assigned to its facilities in the space provided below.

G-6
PURCHASING OFFICE REPRESENTATIVE

The Procuring Office Representative for this procurement is:

MR. STEPHEN RIFFE
Voice (703) 432-4280
Fax (703) 432-3549
Stephen.l.riffe@usmc.mil

and

MS. PATTY PAGONIS
Voice (703) 432-4191
Fax (703) 432-3549
patricia.pagonis@usmc.mil

FedEx or equivalent carrier address:

COMMANDING GENERAL
MARCORSYSCOM (PG12)
ATTN: MR STEPHEN RIFFE
MATERIEL MANAGEMENT
2201A WILLIS STREET
QUANTICO, VA 22134-6050

COMMANDING GENERAL
MARCORSYSCOM (PG12)
ATTN: MS. PATTY PAGONIS
MATERIEL MANAGEMENT
2201A WILLIS STREET
QUANTICO, VA 22134-6050

United States Postal Service address:

COMMANDING GENERAL
MARCORSYSCOM (PG12)
ATTN: MR. STEPHEN RIFFE
2200 LESTER STREET
QUANTICO, VA 22134-6050

COMMANDING GENERAL
MARCORSYSCOM (PG12)
ATTN: MS. PATTY PAGONIS
2200 LESTER STREET
QUANTICO, VA 22134-6050

G-7
CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative for the procurement is

GNY STEVEN B. OATRIDGE
Voice (703) 432-4345
OatridgeSB@mcsc.usmc.mil

FedEx or equivalent carrier address:

COMMANDING GENERAL
MARCORSYSCOM (PG12)
ATTN: GNY STEVEN B. OATRIDGE
MATERIEL MANAGEMENT
2201A WILLIS STREET
QUANTICO, VA 22134-6050

Unites States Postal Service address:

COMMANDING GENERAL
MARCORSYSCOM (PG12)
ATTN: GNY STEVEN B. OATRIDGE
2200 LESTER STREET
QUANTICO, VA 22134-6050

G-8
ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification citation number contained in the accounting data sheet attached to the contract delivery order, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, sub-line item, task and subtask listed in the schedule or SOW shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

*G-9
ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (January 2004)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment and prepare receiving reports. The Contractor shall be required to utilize this system when submitting payment requests/invoices under this order/contract unless the provision at DFARS 252.232-7003(c) applies. The Contractor shall register to use WAWF-RA at <https://rmb.ogden.disa.mil> and ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov> within ten (10) days after award of this order/contract. Contractor may contact Customer Support at 1 866 618 5988 for assistance with registration & activation.

The Marine Corps Systems Command WAWF points of contact are Mr. Barry Oglesby, barry.oglesby@usmc.mil, Mr. Scott Fields, scott.fields@usmc.mil, or the Help Desk at CACI/UNITECH, 703-221-6911.

The WAWF-RA point of contact for this order/contract is Stephen Riffe and can be reached at 703-432-4280 and e-mail, Stephen.L.Riffe@usmc.mil

Data entry information for WAWF Combo invoices: **(Or as further defined in each delivery order.)**
Payment Office DoDAAC: TBD
Issue By DoDAAC: **M67854**
Admin Office DoDAAC: TBD
Ship to Supply: **M67854**
Service Acceptor DoDAAC: TBD Extension
Contract Number: **M6785405R7047** Delivery Order ________

Additional email notification of invoices:

COR: OatridgeSB@mcsc.usmc.mil
PO: OatridgeSB@mcsc.usmc.mil
PCO: Stephen.L.Riffe@usmc.mil
ACO: TBD

*** See Contractual Provisions**

Section H - Special Contract Requirements

H-1

CONSTRUCTIVE CHANGE ORDERS

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H-2

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Contract Administration Officer, if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

H-3

INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H-4

RESPONSIBILITY IN SUBCONTRACTING

The contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

H-5

HAZARDOUS DUTY

Status of Deployed Personnel

Deployed personnel will be considered in "Accompanying the Force" status. The Government, at the appropriate level, will issue a Letter of Authorization, in accordance with Army Regulation 715-9 upon execution of this contract.

Contractor installation and training services may be performed in a hostile-fire zone. As such, the following provisions are incorporated:

1. Continued Performance during Crisis Situations

1.1 The requirement of this contract has been identified by the US Government as being essential to the mission and operational readiness of the US Army and allied forces operating within the theater. Therefore, the contractor may be required to perform this contract during crisis situations including war or a state of emergency subject to the requirements and provisions listed below.

1.2 The contractor shall be responsible for performing all of this contract notwithstanding crisis situations including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States – commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of US and/or allied forces. Failure by the contractor to perform may subject the contractor to a termination of this contract by default.

1.3 Crisis situations shall be determined by the overseas theater Commander, or when Defense Readiness Condition (DEFCON) three (3) is declared for that area.

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

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

2. Contractor Support of Deployed Operations

2.1 Management

2.1.1 The contractor shall comply with all guidance, instructions, and general orders applicable to US Armed Forces and DoD Civilian applicable to the area of operations.

2.1.2 The contractor and its employees, subcontractors, subcontractor employees, invitees, and agents shall comply with Service and Department of Defense directives; policies and procedures; federal statutes; judicial interpretations; and international agreements (e.g. Status of Forces Agreements, Host Nation support Agreements, etc.) applicable to US Armed Forces or US Citizens in the area of operations. Host Nation Laws and existing Status of Forces Agreements may take precedence over contract requirements.

2.1.3 The contracting officer may direct the contractor, at the contractor's expense, to remove and/or replace any contractor employee failing to adhere to instructions and general orders issued applicable to US Armed Forces and DoD Civilians applicable to the area of operations.

2.1.4 The contractor shall identify their employees having military mobilization recall commitments and have adequate plan for replacing those employee in the event of mobilization, in accordance with the guidelines in DoD Directives 1200.7 and 1352.1

2.2 Risk Assessment and Mitigation

2.2.1 The contractor shall brief its employees regarding the potential danger, stress, physical hardships and filed living conditions.

2.2.2 Contractor employees shall acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations. The contractor shall retain the acknowledgement sand provide copies to the contracting officer upon request.

2.2.3 The contractor shall provide personnel that are medically, mentally, and physically fit to endure the rigors of the deployment in support of a military operations. If an employee is unable to perform, the contractor shall replace the employee.

2.2.4 If a contractor employee departs an area of operations without permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the contract replaces an employee who departs without permission, the replacement is done at the contractor's expense and must be completed within 72 hours of notification, or as directed by the contracting officer.

2.2.5 The Government, where appropriate, shall provide training for civilians on their responsibilities, e.g. standards of conduct, coping skill if they become Prisoners of War, Geneva Conventions, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies of the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization, and Operational Security (OPSEC).

2.3 Force Protection

2.3.1 The Government will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Air Force, Army, Marine, DLA) civilians in the are of operations.

2.3.2 Contractor personnel accompanying US Armed Forces may be subject to hostile actions. If captured, the status of contractor personnel depends on the type of conflict, applicability of any relevant international agreements, and the nature of the hostile forced. The full protections granted to Prisoners of War (POW) under the Geneva (1949) and Hague 91907) Conventions apply only during international armed conflicts between signatures to the conventions. Therefore, contractor personnel status depends on the specific circumstances of an operation.

2.4 Central Processing and Departure Point

2.4.1 If travel restrictions require contractor personnel traveling overseas to process through a designated central processing/departure point, the Government will issue a Letter of Authorization to allow contractor personnel to process through a specific designated central processing/departure point. The contractor shall provide the information necessary on each employee required to complete the Letter of Authorization.

2.4.2 Contractor personnel processing through the designated central processing/departure point shall process an Individual Readiness File (IRF). The IRF shall contain two copies of the following required documents: the individual's last physical examination performed within the last 12 months, copies of eyeglass prescription, dental examinations, Panarex, Emergency Information Card, etc. One copy will travel with the employee; the other will be retained on file at the designated central processing/departure point. Contractor personnel deploying for less than 30 calendar days at a time must go through the Readiness and Deployment Processing Site at the designated central processing/departure point at least once every 12 months. Employees deploying for 30 calendar days or more must go through the Readiness and Deployment Processing site at the designated central processing/departure point each time they deploy unless the supported commander waives this requirement.

2.4.3 The designated central processing/departure point will screen contractor personnel records, conduct theater specific training, issue theater specific clothing and individual equipment if required, verify that medial requirement (such as immuni9ztions, DNA screening, HIV testing and dental examinations) for deployment have been met and arrange for transportation to the theater of operations. The Government will identify to the contractor all required mission training and the location of the required training.; The contractor shall ensure that all deploying personnel receive re2uired mission training and successfully complete that training.

2.4.4 While processing at the designated central processing/departure point, the government will furnish lodging. The government will provide meals for contractor employees at a nominal fee. Transportation, travel arrangements and cost to the designated central processing/departure point are the contractor's responsibility.

2.4.5 The government, at its discretion, may provide contractor employees with Chemical Defense Equipment (DCE) familiarization training commensurate with the training provided to DoD civilian employees.

2.4.6 For any contractor employee determined by the government at the deployment-processing site non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall take action to promptly correct or eliminate the health/clearance problem. If the problem cannot be corrected in time for deployment, a replacement having the same required qualifications skills shall be provided in time for the scheduled deployment.

2.4.7 Contractor employees who fail to meet entrance standards set by the command surgeon, or who become unfit through their own actions or negligence (pregnancy, alcohol or drug abuse, etc.) will be removed for the area of operations at the contractor's expense.

2.5 Standard Identification Cards

2.5.1 As part of the processing of contractor personnel, the government will provide the following distinct forms of identification:

2.5.1.1 DD Form 1172-2 (Application for DoD Common Access Card). This card is required for access to facilities and use of privileges afforded to the military, government civilians, and military dependents.

2.5.1.2 DD Form 489, Geneva Convention Identification Card for Persons who accompany the Armed Forces. This card identifies one's status as a contractor employee accompanying the US Armed Forces. Contractor employees shall carry the DD Form 489 at all times while in the area of operations.

2.5.1.3 International Drivers License/ Permit. The contractor may be required to drive military vehicles in the performance of their duties.

2.5.1.4 Other Cards. In addition to the above, the government may issue other identification cards, courier cards, badges, etc., at its discretion.

2.5.2 The government will coordinate issuance of required identification cards and tags for all contractor personnel not processing through a CONUS Replacement Center.

2.5.3 Deploying contractor personnel shall obtain the required identification tags and cards prior to deployment.

2.5.4 Upon redeployment, the contractor shall return all issued controlled identification cards and tags to the government.

2.6 Medical

2.6.1 The government will provide the contractor with all physical standards and medical requirements and standards necessary for deployment.

2.6.2 The contractor shall provide employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

2.6.3 Prior to deployment, the contractor shall provide the following as required:

2.6.3.1 Immunization record of each employee that is going to be deployed. Moreover, the government may require medical screening at the CONU Replacement Center for FDA approved immunizations.

2.6.3.2 Dental Panograph, as required.

2.6.3.3 DNA sampling, as required.

2.6.3.4 HIV testing, as required.

2.6.4 The government will provide to contractor employees deployed in theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided on DoD civilian employees deployed in the theater of operations. The government will not provide these services to local nationals except in unusual circumstances as determined by the government.

2.6.5 Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require, with 180-days being the preferred quantity, two pairs of eyeglasses, if required (contacts are not recommended in the field) spare hearing aide batteries, sunglasses, insect repellent containing DEET, sunscreen, and any supplies related to their individual physical requirements.

2.6.6 The contractor's employees shall obtain all required immunizations in compliance with the Command Surgeon's list of immunizations and required and recommended for the area of deployment before arrival at the IDS/CRC, if reporting is required. The government may provide injections against biological and chemical warfare to contractor personnel as deemed appropriate by the government.

2.7 Clothing and Equipment Issue

2.7.1 Contractor personnel shall possess the personal clothing and safety equipment necessary to execute contract performance in the theater of operations. Clothing should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the government's tactical position while in the field.

2.7.2 Contractor personnel shall not wear military clothing unless otherwise authorized by the government.

2.7.3 The government may provide theater specific equipment and military unique Organizational Clothing and Individual Equipment (OCIE), such as Nuclear, Biological and Chemical Defensive Equipment.

2.7.4 If OCIE is provided to contractor personnel, the government will identify to the contractor the OCIE issue point and issue the items.

2.7.5 The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of the issued organizational clothing and individual equipment.

2.7.6 The contractor shall return all OCIE to the government upon redeployment. The contractor shall provide documentation, annotated by the receiving government official, of all OCIE returned.

2.7.7 The contractor shall reimburse the government for OCIE lost or damaged for to contractor employee negligence.

2.8 Vehicle and Equipment Operation

2.8.1 Contractor deployed personnel operating equipment necessary to perform the contract in the theater of operations in accordance with the statement of work shall possess the required civilian licenses to operate the equipment.

2.8.2 Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental agency or authority) to the unit or agency issuing the equipment.

2.8.3 The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

2.8.4 All contractor-owned motor vehicles shall meet required vehicle requirements within the area of responsibility and shall be maintained in safe operating condition and good appearance. All contractor owned motor vehicles used for transporting government personnel or property shall be properly equipped and designed to ensure protection of the personnel or property. If directed by the government, the contractor shall conspicuously display the contractor's logo and/or name on both sides of the contractor owned vehicle.

2.9 Passports, Visas, Customs and Travel

2.9.1 The contractor shall obtain all passports, visas or other documents necessary to enter and exit any area(s) identified by the contracting officer for its contractor employees.

2.9.2 All contractor employees are subject to the customs, processing procedures, laws, and agreements and duties of the country to which they are deploying and the procedures, laws, and duties of the United States Government, upon re-entry.

2.9.3 The government will supply the contractor with the letters of authorization or travel when necessary to perform the contract in a deployed location/situation.

2.10 Reception, Staging, Onward Movement and Integration

2.10.1 Upon arrival in the area of operations, contractor employees shall receive Reception, staging, onward movement and integration, as directed by the government.

2.10.2 The contractor shall ensure all shipped items are packed in a manner to ensure error and damage free shipment to the area of operations by the government vehicle(s) by employing tie-downs on open bed trucks, etc. Labeling instructions will be provided by the government prior to the required shipment date, if applicable.

2.11 Living under filed Conditions

2.11.1 The government, at its discretion, may provide to contractor personnel deployed in the theater of operations the equivalent field living conditions, subsistence, sanitary facilities, mail delivery, laundry services and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

2.12 Morale, Welfare, and Recreation

2.12.1 The government, at its discretion, may provide to contractor employees (US citizens only) deployed in the theater of operations morale, welfare and recreation services commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

2.12.2 The government may deny or suspend administrative privileges to the contractor personnel for violating rules for use of the privileges (i.e. suspension of exchange or MWR privileges, etc) for such conduct as: making, or purchasing for the purpose of making any sale, exchange, transfer, or other disposition of exchange merchandise or services in the conduct of any activity for the production of income; theft of exchange merchandise or other assets by shoplifting; and intentional or repeated presentation of dishonored checks, other worthless instruments, or other indebtedness.

2.13 Status of Forces Agreement (SOFA)

2.13.1 The government will, as part of the processing at the IDS/CRC, brief contractor employees as to their status under SOFA or international agreement applicable to the deployment. If IDS/CRC processing is not used, the contractor shall provide SOFA training to their employees.

2.13.2 Contractor personnel shall be under SOFA protection where permitted by the SOFA for the area of deployment.

2.13.3 The contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc., of any applicable SOFAs and similar agreements.

2.13.4 The contractor shall adhere to all relevant provisions of the applicable SOFA and other similarly related agreements. In the event of a conflict between the terms of the contract and the SOFA, the terms of the SOFA control and shall be followed by the contractor employees.

2.13.5 The contractor shall provide the required documentation to acquire invited contractor or technical experts status, if required by the SOFA.

2.14 Next of Kin Notification

2.14.1 Deployed contractor personnel shall complete a DD Form 93, Record Emergency Data Card, and return the completed form to the designated government official.

2.15 Return Procedures

2.15.1 Upon notification to the contractor of redeployment, the contracting office at his/or her discretions may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

2.15.2 The contractor shall return all government issued clothing and equipment provided to the contractor or the contractor's employees upon completion of the deployment.

2.15.3 The contractor shall pride documentation, annotated by the receiving government official, of all clothing and equipment returns.

2.16 Legal Assistance

2.16.1 The contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making will and other estate planning instruments a s well as with any necessary powers of attorney prior to deployment processing and/or deployment.

2.16.2 Contractor personnel processing for deployment at the CRC or deployed in the theater of operations generally will not be eligible to receive legal assistance from military lawyers. Where conditions and as permissible under Military Depart regulations:

2.16.2.1 The legal assistance is in accordance with applicable international or host nation agreements.

2.16.2.2 The legal assistance is limited in nature (e.g. witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and document), and legal documents preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys, on an as available basis.

2.17 Special Legal

2.17.1 Public Law 106-203, Military Extra-Territorial Jurisdiction Act of 2003 (METJA), Amended Title 18, USC, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes, applies to contractor employees deployed overseas. The contractor is responsible for ensuring his employees are briefed that they are potentially subject to the criminal jurisdiction of the United States under the METJA.

2.18 Media

2.18.1 The contractor shall request guidance from the government media operations center if, and when, reporters seeking interviews or information on their participation in the mission/operation approach them.

2.19 Other

2.19.1 The government will provide cultural awareness training for the theater if it is being provided to military personnel.

2.19.2 DoD Instruction Number 3020.37 is hereby incorporated in its entirety by reference.

2.19.3 The contractor shall provide deploying contractor personnel information on contractor-employee benefits due to war exigencies, under 33 USC ss901 and 42 USC ss1651 and ss1702.

2.19.4 Contractor employees shall not possess any kind of weapon of any type including, but not limited to:

2.19.4.1 Handguns, knives, brass knuckles, pepper spray, mace, and ammunition (live or dummy).

2.19.4.2 These prohibition also apply to re-deployment from the theater of operations.

2.19.5 Contractor employees shall not attempt to collect, own, possess any type of war-relic, souvenir, or spoilage and shall not attempt to re-deploy with these items.

2.20 Performance of Services during Crisis Declared by the National Command Authority or Overseas Combatant

2.20.1 DoDI 3020, Continuation of Essential DoD Contractor Services during Crises, is mandatory for contracts containing mission-essential tasks. DoDI 3020.37 defines essential contractor services as: "A service provided by a firm or an individual under contract to the DoD to support vital systems or operate in support of activities including installation garrison and base support services considered of utmost importance to the US mobilization and wartime mission." Contractors providing services designated as essential by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract during periods of crisis, until appropriately released or evacuated by military authority.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
***52.215-21**	**Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications**	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-11	Cost Contract--No Fee	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
***52.219-9**	**Small Business Subcontracting Plan**	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23 Alt I	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) Alternate I	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
~~52.223-6~~	~~Drug-Free Workplace~~	~~MAY 2001~~
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-9	Refund Of Royalties	APR 1984
***52.227-14**	**Rights in Data--General**	JUN 1987
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
*	*** See Contractual Provisions**	

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
*52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	APR 1998
~~52.232-1~~	~~Payments~~	~~APR 1984~~
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-6	Subcontracts for Commercial Items	DEC 2004
***52.246-23**	**Limitation Of Liability**	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
~~252.205-7000~~	~~Provision Of Information To Cooperative Agreement Holders~~	~~DEC 1991~~
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996

***252.223-7001**	**Hazard Warning Labels**	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
***252.225-7001**	**Buy American Act And Balance Of Payments Program**	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	APR 2005
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	APR 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2005
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001 Alt II	Warranty Of Data (Dec 1991) - Alternate II	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

*** See Contractual Provisions**

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

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 **Contract Award** through **Five (5) Years After Contract Award.**

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ___1___ (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ___60,000___ (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of ___60,000___ (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within ___30___ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) 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 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 September 2011** .

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in

or knowledgeable about such conduct;

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[**http://www.arnet.gov/far/** **or** **http://farsite.hill.af.mil/**]

(End of clause)

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 insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

*252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) * **See Contractual Provisions**

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls.

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process:______________________________

Facility:__________________________________

Military or Federal Specification or Standard:______________

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

____

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

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

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

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

(ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A-N	CDRL	19	22-JUN-2005
Attachment 1	Statement of Work	16	22-JUN-2005
Attachment 2	Performance Specification	12	15-JUN-2005
Attachment 3	DD Form 254	5	22-JUN-2005

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.: 0004

B. EXHIBIT: A

C. CATEGORY: TDP ___ TM ___ OTHER _X___

D. SYSTEM/ITEM: IISR

E. CONTRACT/PR NO.: M67854-05-R-7047

F. CONTRACTOR:

1. DATA ITEM NO.: A001

2. TITLE OF DATA ITEM: CONFERENCE AGENDA

3. SUBTITLE:

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.): DI-ADMN-81249A

5. CONTRACT REFERENCE: SOW para __3.2.1__

6. REQUIRING OFFICE: MARCORSYSCOM (PG 12)

7. DD 250 REQ: LT

8. APP CODE:

9. DIST STATEMENT: A

10. FREQUENCY: ASREQ

11. AS OF DATE:

12. DATE OF 1ST SUBMISSION: SEE BLK 16

13. DATE OF SUBSEQUENT SUBMISSION: SEE BLK 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE	1	1	
15. TOTAL -------->	1	1	

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12/13 - Submit 15__ calendar days prior to each conference, meeting, audit, or review. The Government requires _7_ calendar days to review. The contractor shall submit final 7_ days after receipt of Government comments.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)	*Form Approved OMB No. 0704-0188*

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0004	A	TDP __ TM __ OTHER _X_

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
IISR	M67854-05-R-7047	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A002	CONFERENCE MINUTES		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-ADMN-81250A	SOW para _3.2.1___	MARCORSYSCOM (PG 12)	

7. DD 250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF 1ST SUBMISSION
LT	A	ASREQ	SEE BLK 16
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12/13 - Submit 15__ calendar days after each conference, meeting, audit or review. The Government requires 7__ calendar days to review. The contractor shall submit final 7_ days after receipt of Government comments.

BLK 15 - Distribution 1/0 plus one copy to each attendee.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE	1	1	
Copy to each			
attendee		1	
15. TOTAL --------->	1	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004	B. EXHIBIT B	C. CATEGORY: TDP ___ TM ___ OTHER _X___
D. SYSTEM/ITEM IISR	E. CONTRACT/PR NO. M67854-05-R-7047	F. CONTRACTOR
1. DATA ITEM NO. B001	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT	3. SUBTITLE
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227	5. CONTRACT REFERENCE SOW para _3.1___	6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ LT	9. DIST STATEMENT A	10. FREQUENCY MTHLY	12. DATE OF 1ST SUBMISSION XDARP
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION XDARP

16. REMARKS

BLK 4 - ***NOTE: This DID may need to be tailored to require only what is necessary.***

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12/13 - The report shall provide a review of work accomplished during the reporting period. A summary of problems, risks, issues, and status of deliverables. The reporting period will be from the first to last business day of each month, beginning _30_ days after Contract Award. The Government has _7_ days to review and the contractor has _7_ days to submit final.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE		1	
15. TOTAL --------->		1	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

DD Form 1423-1, JUN 90 (EG) *Previous editions are obsolete* Page __ of __ Pages

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT C

C. CATEGORY: TDP _X_ TM ___ OTHER ____

D. SYSTEM/ITEM IISR

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. C001

2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES

3. SUBTITLE BATTERY TECHNICAL CHARACTERISTICS

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A(BTC)

5. CONTRACT REFERENCE SOW para _3.6.1___

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ LT

8. APP CODE

9. DIST STATEMENT A

10. FREQUENCY ASREQ

11. AS OF DATE

12. DATE OF 1ST SUBMISSION SEE BLK 16

13. DATE OF SUBSEQUENT SUBMISSION

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Battery Technical Characterisitics shall be delivered 90 days before testing <First Article Test>.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE		1	
15. TOTAL ------→		1	

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT D

C. CATEGORY: TDP __ TM __ OTHER _X_

D. SYSTEM/ITEM IISR

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. D001

2. TITLE OF DATA ITEM TEST PROCEDURE

3. SUBTITLE FIRST ARTICLE TEST

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80603(FAT)

5. CONTRACT REFERENCE SOW para _3.4.2___

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ SD

8. APP CODE A

9. DIST STATEMENT A

10. FREQUENCY ONE/R

11. AS OF DATE

12. DATE OF 1ST SUBMISSION XDPTT

13. DATE OF SUBSEQUENT SUBMISSION

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE	1	1	
DCMA			
Office	1	1	
15. TOTAL -------->	2	2	

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - The Government requires _7_ calendar days to review. The contractor shall submit final _7_ days after receipt of Government comments.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT D

C. CATEGORY: TDP __ TM __ OTHER _X__

D. SYSTEM/ITEM IISR

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. D002

2. TITLE OF DATA ITEM TEST/INSPECTION REPORT

3. SUBTITLE FIRST ARTICLE TEST

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B(FAT)

5. CONTRACT REFERENCE SOW para __3.4.2__

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ LT

9. DIST STATEMENT A

10. FREQUENCY 1TIME

12. DATE OF 1ST SUBMISSION XDACT

8. APP CODE

11. AS OF DATE

13. DATE OF SUBSEQUENT SUBMISSION

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE		1	
15. TOTAL --------→		1	

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT E

C. CATEGORY: TDP ___ TM ___ OTHER _X___

D. SYSTEM/ITEM IISR

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. E001

2. TITLE OF DATA ITEM FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT

3. SUBTITLE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-RELI-81315

5. CONTRACT REFERENCE SOW para _3.4.3___

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ LT

8. APP CODE

9. DIST STATEMENT A

10. FREQUENCY ASREQ

11. AS OF DATE

12. DATE OF 1ST SUBMISSION SEE BLK 16

13. DATE OF SUBSEQUENT SUBMISSION

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Submit _7_ days after test failure.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE		1	
15. TOTAL --------→		1	

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004	B. EXHIBIT F	C. CATEGORY: TDP __ TM __ OTHER _X__
D. SYSTEM/ITEM IISR	E. CONTRACT/PR NO. M67854-05-R-7047	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
F001	TRAINING PROGRAM STRUCTURE DOCUMENT	COURSE DESCRIPTION DATA

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-SESS-81521B(CDD)	SOW para __5.1__	MARCORSYSCOM (PG 12)

7. DD 250 REQ DD	9. DIST STATEMENT A	10. FREQUENCY ONE/R	12. DATE OF 1ST SUBMISSION 60DAC
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

16. REMARKS

BLK 4 - Only paragraph 2.3.2 (Course Administrative Data) shall apply.

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - The Government requires 45 calendar days for review. The contractor shall submit final 30 days after receipt of Government comments.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDE	1	1	
ACQ LOG:			
SG 04	1	1	1
TECOM			
G-3 CurOps	2	1	1
15. TOTAL --------→	4	3	2

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004	B. EXHIBIT G	C. CATEGORY: TDP ___ TM _X_ OTHER ___
D. SYSTEM/ITEM IISR	E. CONTRACT/PR NO. M67854-05-R-7047	F. CONTRACTOR
1. DATA ITEM NO. G001	2. TITLE OF DATA ITEM COMMERCIAL-OFF-THE-SHELF (COTS) MANUAL AND ASSOCIATED SUPPLEMENTAL DATA	3. SUBTITLE
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A	5. CONTRACT REFERENCE SOW para _3.7___	6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ DD	9. DIST STATEMENT A	10. FREQUENCY ASREQ	12. DATE OF 1ST SUBMISSION XXDAC
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - The Government requires _14_ calendar days for review. The contractor shall submit final _14_ days after receipt of Government comments.

BLK 13 - Should supplementation be required, the Government will notify the contractor within _30_ days after Contract Award. The contractor shall provide supplemental data within _30_ days of notification by the Government. The Government requires _14_ days to review supplementation. Final supplemental data shall be submitted 14_ days after receipt and incorporation of Government comments.

BLK 14 - Over pack one hard copy with each end item delivered.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE	1	1	
ACQ LOG:			
SG 04	2	1	
15. TOTAL -------->	3	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004	**B. EXHIBIT** H	**C. CATEGORY:** TDP X___ TM ___ OTHER ____
D. SYSTEM/ITEM IISR	**E. CONTRACT/PR NO.** M67854-05-R-7047	**F. CONTRACTOR**
1. DATA ITEM NO. H001	**2. TITLE OF DATA ITEM** RELIABILITY TEST REPORTS	**3. SUBTITLE**
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-81586	**5. CONTRACT REFERENCE** SOW para _3.4.1___	**6. REQUIRING OFFICE** MARCORSYSCOM (PG 12)

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ LT	**9. DIST STATEMENT** A	**10. FREQUENCY** ASREQ	**12. DATE OF 1ST SUBMISSION** SEE BLK 16	**14. DISTRIBUTION**
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**	

16. REMARKS

BLK 4 - For Periodic Summary Reports, 3.1 shall apply. For the Final Test Report, 3.2 and 3.3 shall apply.

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Periodic Summary Reports shall be submitted every _7 days during the testing. The Final Test Report shall be submitted within _14__ days after the end of testing. Periodic Summary Reports for significant problems that have been encountered shall be submitted within 48 hours.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE		1	
15. TOTAL -------->		1	

G. PREPARED BY	**H. DATE**	**I. APPROVED BY**	**J. DATE**

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT J

C. CATEGORY: TDP __ TM _X_ OTHER __

D. SYSTEM/ITEM IISR

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. J001

2. TITLE OF DATA ITEM TECHNICAL MANUAL CONTRACT REQUIREMENT

3. SUBTITLE CHANGE PAGES/MODIFICATION INSTRUCTIONS

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) TMCR<XXX-XX>(CPMI)

5. CONTRACT REFERENCE SOW para __3.7.1__

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ DD

8. APP CODE A

9. DIST STATEMENT A

10. FREQUENCY ASREQ

11. AS OF DATE

12. DATE OF 1ST SUBMISSION SEE BLK 16

13. DATE OF SUBSEQUENT SUBMISSION

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Submit _14_ days after approved changes to the baseline system.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE	1	1	
PM 203	1	1	
ACQ LOG:			
SG 04	1	1	
MCOTEA	1	1	
15. TOTAL --------->	4	4	

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT K

C. CATEGORY: TDP _X_ TM ___ OTHER ___

D. SYSTEM/ITEM

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. K001

2. TITLE OF DATA ITEM RELIABILITY PREDICTION AND DOCUMENTATION OF SUPPORTING DATA

3. SUBTITLE RECOMMENDED SPARE PARTS LISTS

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-RELI-81497

5. CONTRACT REFERENCE SOW para 3.5.2

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ DD

8. APP CODE A

9. DIST STATEMENT A

10. FREQUENCY ASREQ

11. AS OF DATE

12. DATE OF 1ST SUBMISSION SEE BLK 16

13. DATE OF SUBSEQUENT SUBMISSION

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC			
PO:			
GYSGT OATRIDGE	1	1	
PM 203	1	1	
ACQ LOG			
SG 04	1	1	
MCOTEA	1	1	
15. TOTAL --------->			

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Submit _30_ days after approved changes to the baseline system.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY | **H. DATE** | **I. APPROVED BY** | **J. DATE**

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT K

C. CATEGORY: TDP X TM ___ OTHER ___

D. SYSTEM/ITEM

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. K002

2. TITLE OF DATA ITEM FAILURE SUMMARY AND ANALYSIS REPORT

3. SUBTITLE RECOMMENDED SPARE PARTS LISTS

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-RELI-80255

5. CONTRACT REFERENCE SOW para 3.5.2

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ DD

8. APP CODE A

9. DIST STATEMENT A

10. FREQUENCY ASREQ

11. AS OF DATE

12. DATE OF 1ST SUBMISSION SEE BLK 16

13. DATE OF SUBSEQUENT SUBMISSION

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC			
PO:			
GYSGT OATRIDGE	1	1	
PM203	1	1	
ACQLOG			
SG 04	1	1	
MCOTEA	1	1	
15. TOTAL --------->			

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Submit _30_ days after approved changes to the baseline system.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)	Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	0004
B. EXHIBIT	K
C. CATEGORY:	TDP ___ TM ___ OTHER _√___
D. SYSTEM/ITEM	IISR
E. CONTRACT/PR NO.	M67854-05-R-7047
F. CONTRACTOR	
1. DATA ITEM NO.	K003
2. TITLE OF DATA ITEM	LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCT
3. SUBTITLE	ENGINEERING DATA FOR PROVISIONING
17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	
4. AUTHORITY (Data Acquisition Document No.)	DI-ALSS-81529(EDFP)
5. CONTRACT REFERENCE	SOW para 3..5.2
6. REQUIRING OFFICE	MARCORSYSCOM (PG 12)
7. DD 250 REQ	DD
8. APP CODE	A
9. DIST STATEMENT	A
10. FREQUENCY	ONE/R
11. AS OF DATE	
12. DATE OF 1ST SUBMISSION	SEE BLK 16
13. DATE OF SUBSEQUENT SUBMISSION	SEE BLK 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GvSqt Oatridge	1	1	
MCLBA:			
( )	1	1	
15. TOTAL --------->	2	2	

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Report due 15 calendar days prior to each scheduled Interim Program Review (IPR). Government will review and provide comments at the IPR. Contractor shall incorporate comments and resubmit within 15 days of each IPR which follows. This review/resubmission process shall be iterative.

BLK 13 - Final submission of data due 30 days prior to the last Interim Program Team (IPT). Government will provide final comments at IPR. Contractor shall incorporate comments and submit final delivery within 15 days of completion of final IPR. Government will accept/reject data within 15 days.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document or compatable software and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

orm Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004	B. EXHIBIT K	C. CATEGORY: TDP ___ TM ___ OTHER _√___
D. SYSTEM/ITEM IISR	E. CONTRACT/PR NO. M67854-05-R-7047	F. CONTRACTOR
1. DATA ITEM NO. K004	2. TITLE OF DATA ITEM LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCT	3. SUBTITLE COMMON AND BULK ITEMS LIST
4. AUTHORITY (Data Acquisition Document No.) DI-ALSS-81529(CBIL)	5. CONTRACT REFERENCE SOW para 3.5.2	6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ DD	9. DIST STATEMENT A	10. FREQUENCY ONE/R	12. DATE OF 1ST SUBMISSION SEE BLK 16	14. DISTRIBUTION
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GvSat Oatridge	1	1	
MCLBA:			
( )	1	1	
15. TOTAL --------→	2	2	

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Report due 15 calendar days prior to each scheduled Interim Program Review (IPR). Government will review and provide comments at the IPR. Contractor shall incorporate comments and resubmit within 15 days of each IPR which follows. This review/resubmission process shall be iterative.

BLK 13 - Final submission of data due 30 days prior to the last Interim Program Team (IPT). Government will provide final comments at IPR. Contractor shall incorporate comments and submit final delivery within 15 days of completion of final IPR. Government will accept/reject data within 15 days.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document or compatable software and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004
B. EXHIBIT L
C. CATEGORY: TDP ___ TM ___ OTHER _X___

D. SYSTEM/ITEM
E. CONTRACT/PR NO. M67854-05-R-7047
F. CONTRACTOR

1. DATA ITEM NO. L001
2. TITLE OF DATA ITEM TRAINING PROGRAM STRUCTURE DOCUMENT
3. SUBTITLE MAINTENANCE TRAINING

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81521B (CDD)
5. CONTRACT REFERENCE SOW para 5.3
6. REQUIRING OFFICE MARCORSYSCOM (PG12)

7. DD 250 REQ DD
8. APP CODE A
9. DIST STATEMENT A
10. FREQUENCY ASREQ
11. AS OF DATE
12. DATE OF 1ST SUBMISSION ASREQ
13. DATE OF SUBSEQUENT SUBMISSION

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Submit _30_ days after approved changes to the baseline system.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC			
PO:			
GYSGT OATRIDGE	1	1	
PM 203	1	1	
ACQLOG			
SG 04	1	1	
MCOTEA	1	1	
15. TOTAL -------→			

G. PREPARED BY
H. DATE
I. APPROVED BY
J. DATE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

rm Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004	B. EXHIBIT L	C. CATEGORY: TDP _X_ TM ___ OTHER ____
D. SYSTEM/ITEM IISR	E. CONTRACT/PR NO. M67854-05-R-7047	F. CONTRACTOR
1. DATA ITEM NO. L002	2. TITLE OF DATA ITEM INSTRUCTIONAL MEDIA PACKAGE (INTERACTIVE COURSEWARE)	3. SUBTITLE MAINTENANCE TRAINING
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81526B	5. CONTRACT REFERENCE SOW para 5.3	6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ DD	9. DIST STATEMENT A	10. FREQUENCY ASREQ	12. DATE OF 1ST SUBMISSION ASREQ	14. DISTRIBUTION
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Submit 45__ days after approved changes to the baseline system.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC			
PO:			
GYSGT OATRIDGE	1	1	
PM 203	1	1	
ACQLOG			
SG 04	1	1	
MCOTEA	1	1	
15. TOTAL -------->			

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0004

B. EXHIBIT M

C. CATEGORY: TDP ___ TM ___ OTHER √

D. SYSTEM/ITEM IISR

E. CONTRACT/PR NO. M67854-05-R-7047

F. CONTRACTOR

1. DATA ITEM NO. M001

2. TITLE OF DATA ITEM Environmental Assessment Report (EAR)

3. SUBTITLE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A

5. CONTRACT REFERENCE SOW para 3.9.1.3

6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ LT

8. APP CODE

9. DIST STATEMENT A

10. FREQUENCY ONE/R

11. AS OF DATE

12. DATE OF 1ST SUBMISSION See Blk 16.

13. DATE OF SUBSEQUENT SUBMISSION

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE		1	
Safety-ES		1	
15. TOTAL --------->	3	2	

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - The Government requires 20 calendar days for review. The contractor shall submit final 15 days after receipt of Government comments.

BLK 13 - Should supplementation be required, the Government will notify the contractor within 15 days after Contract Award. The contractor shall provide supplemental data within 15 days of notification by the Government. The Government requires 20 days to review supplementation. Final supplemental data shall be submitted 15 days after receipt and incorporation of Government comments.

BLK 14 - Over pack one hard copy with each end item delivered.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document or compatable software and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

G. PREPARED BY

H. DATE

I. APPROVED BY

J. DATE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)	Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including

A. CONTRACT LINE ITEM NO. 0004	B. EXHIBIT N	C. CATEGORY: TDP X__ TM ___ OTHER ____
D. SYSTEM/ITEM	E. CONTRACT/PR NO. M67854-05-R-7047	F. CONTRACTOR
1. DATA ITEM NO. N001	2. TITLE OF DATA ITEM Configuration Status Accounting Information	3. SUBTITLE Configuration Management
4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE SOW para 3.3	6. REQUIRING OFFICE MARCORSYSCOM (PG 12)

7. DD 250 REQ DD	9. DIST STATEMENT A	10. FREQUENCY ASREQ	12. DATE OF 1ST SUBMISSION	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	

17. PRICE GROUP

18. ESTIM TOTAL PR

16. REMARKS

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

BLK 12 - Submit _14_ days after approved changes to the baseline system.

'BLK 14 - Draft, regular, and reproducible copy shall be delivered in MS Office 2000 document and posted to a contractor established and maintained website/integrated data environment. The contractor shall notify the Government of deliverable availability.')

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MCSC:			
PO:			
GYSGT OATRIDGE	1	1	
PM 203	1	1	
ACQ LOG:			
SG 04	1	1	
MCOTEA	1	1	
15. TOTAL --------→			

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

December 2005

STATEMENT OF WORK
FOR
INTEGRATED INTRA SQUAD RADIO (IISR)

Prepared by:
Marine Corps Systems Command (MCSC)

TABLE OF CONTENTS

STATEMENT OF WORK
FOR THE
INTEGRATED INTRA SQUAD RADIO (IISR)

1 SCOPE

This Statement of Work (SOW) defines the effort required for the procurement and delivery of the IISR, contractor logistics support, technical manuals, and operator/maintainer training. This effort will be pursued as a commercial item purchase, pursuant to guidance set forth at FAR 2.1, which provides the standard definition of a commercial item. Additionally, the contractor shall provide the requisite program management and logistics support to ensure that delivery schedules, performance requirements and overall supportability of the IISR is accomplished as set forth in the contract.

1.1 Background

The Marine Corps has an immediate need for an IISR to aid in the performance of small unit infantry operations. The IISR is a form fit radio that will be replaced in Fiscal Year (FY) 13 by the Joint Tactical Radio System (JTRS) Cluster 5 spiral 2 radio under the JTRS Operational Requirements Document (ORD) version 3.2. Previously fielded legacy tactical hand held equipment within the Marine Corps includes the AN/PRC-68, AN/PRC-94, and the Personal Role Radio (PRR). Due to age, the AN/PRC-68 and AN/PRC-94 were removed from the inventory. Additionally, none of the radios had the capability to fulfill the need of a secure hand-held radio. As a result, the existing infrastructure consists of locally purchased, commercially available hand held radios that are not interoperable with the Marine Corps combat net radios. The IISR solution consolidates and exceeds legacy capabilities while concurrently reducing the combat load of the individual Marine and small unit and vastly reducing the operating costs.

2 APPLICABLE DOCUMENTS

The following documents form a part of this SOW to the extent specified herein. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited in mandatory compliance documents shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.1 Military Standards and Specifications

MIL-STD-882D	10 Feb 00	System Safety
MIL-PRF-29612B	31 Aug 01	Training Data Products
MIL-PRF-49506	11 Nov 96	Logistics Management Information
MIL-E-17555H	2 Nov 92	Electronic and Electrical Equipment, Accessories, and Provisioned Items (Repair Parts): Packaging of
MIL-STD 129P	15 Dec 02	Military Marking for Shipment and Storage

3 REQUIREMENTS

3.1 Program Management

The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractor's organization and techniques used in managing the program, specifically subcontractor and data management. Documentation shall be readily available to Government representative(s).

DI-MGMT-80227, Contractor's Progress, Status and Management Report

3.1.1 Program Manager

The Contractor shall provide a Program Manager who will serve as the focal point and ensure that cost, schedule, and technical performance requirements, as set forth in this SOW, are met. This individual shall coordinate with the Marine Corps Systems Command (MCSC), Communications, Intelligence, and Networking Systems (CINS) Program Manager (PM) Communications (Comm) for all activities related to successful performance of the contract, including coordination of training schedules, interface with Marine Corps logistics activities, and conduct of appropriate meetings and reviews with government personnel.

The Contractor shall identify any personnel whose roles during contract performance are deemed essential, such as business/contract managers, logistics managers, or other such personnel, ensuring the qualifications and experience are commensurate with the position. At all times, the Program Manager shall have the responsibility for ensuring program integrity and overall contract performance.

3.1.2 Subcontractor Management

The contractor is responsible for performance of requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with the contract requirements.

3.1.3 Data Management

The contractor shall establish a single, centralized system for management of all data required under this contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, approval of deliverable format, distribution and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract, and shall provide equal access to data by the Government. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the IISR.

3.1.3.1 Technical Proposal

The contractor's Technical Proposal, as negotiated and accepted by the Government, shall be incorporated by reference into the resultant contract. Information contained in the offeror's proposal regarding organization, staffing, manning levels, and experience or education qualifications of personnel that are to be utilized in performance of this contract shall also be incorporated into the resultant contract. Any changes in these arrangements are to be submitted to the contracting officer in advance for approval. In the event of any conflict or ambiguity between the contractor's technical proposal and the Government statement of work, the statement of work shall take precedence.

3.1.3.2 Schedule Planning

The contractor shall maintain an accurate schedule of program events and recommend program schedules, including review and evaluation techniques, which provide for the earliest delivery schedule while at the same time satisfying all requirements in a cost effective manner. The program schedule shall include all significant events, and a Program Planning Milestone Chart shall depict major tasks and events from start to completion of the contract. The contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that will impact schedules.

3.1.3.3 Assignment of Responsibility and Authority

The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall be considered key personnel. The contractor in writing shall appoint all persons filling these billets. The contractor shall notify the Government within ten days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance.

a. Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government, and be responsible for the coordination of all contractor activities related to the contract.

b. Systems Engineer. The contractor shall designate a Systems Engineer who shall possess sufficient authority to manage, direct, execute and control all engineering elements of the contract.

c. Configuration Management (CM) Manager. The contractor shall designate a CM Manager who shall possess sufficient authority to manage, direct, execute and control all CM elements of the contract.

d. Integrated Logistic Support (ILS) Manager. The contractor shall designate an ILS Manager who shall possess sufficient authority to manage, direct, execute and control all ILS elements of the contract.

3.2 Meetings, Formal reviews, Conferences and Audits

3.2.1 Contractor Responsibilities

The contractor shall plan, host, attend, coordinate, support and conduct the meetings, formal reviews, conferences, and audits (hereinafter called "reviews"). The reviews shall be conducted at Government and contractor facilities. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently with the Government's approval. The contractor shall prepare agendas and conference presentation materials, and provide minutes and reports following each review. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes.

DI-ADMN-81249A, Conference Agenda
DI-ADMN-81250A, Conference Minutes

3.2.2 Post Award Conference

The contractor shall host a Post Award Conference (PAC) at the contractor's facility within 30 days after Contract Award. The purpose of the PAC is for the contractor to review and demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present management, key personnel, program implementation processes, and system requirements review.

3.2.3 Production Readiness Review

The Production Readiness Review (PRR) shall be performed to formally evaluate the contractor's production readiness, identify existing or projected manufacturing problems, and areas of risk. The contractor shall demonstrate progress in the following areas: (1) attaining the programs production goals, (2) resolving manufacturing problems (or that a plan for their resolution acceptable to the Government has been developed), and (3) mitigating all production risks. The contractor shall show that the system design has included those key production factors (e.g., least cost, minimum time, manufacturing simplicity/flexibility, resource availability, etc.) necessary to assure the system can be acquired on schedule at minimum cost. The initial production readiness review shall be conducted at the contractor's facility. At the Government's discretion, follow-on production program reviews may be held quarterly at the contractor's facility. The review dates shall be contractor-proposed, Government-approved, and incorporated into the program schedule. The agenda of the PRR shall include, as applicable, at least the following considerations:

a. A manufacturing Program Review to include the overall manufacturing system and detailed factor such as: manufacturing organization, responsibilities, facilities and equipment, manufacturing methods, and production flow.

b. A status review of all production efforts for cost and schedule considerations.

c. A status review of manufacturing technology and other previously recommended actions to reduce cost, manufacturing risk, and industrial base concerns.

d. The identity of open production concerns which require additional direction/effort to minimize risk to the production program.

e. A status review of production engineering efforts, tooling and test equipment demonstrations, and proofing of new materials, processes, methods, special tooling, test equipment.

f. A status of the hazard list from Environment, Safety and Occupational Health (ESOH) analysis.

g. The status of long lead items for production, if any.

3.2.4 In-Process Review

In Process Reviews (IPR) will be held on a quarterly basis or as needed basis, at a date and location mutually agreed upon. The Government reserves the right to cancel any review or to require any review to be scheduled during the period of performance. The contractor's progress, management, technical support services (if any), integrated logistics support, administrative, assurance of compliance with contract requirements, program status, funding, problem identification and resolutions shall be agenda items. Actual versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials providing an overview of all agenda items.

3.3 Configuration Management (CM)

The contractor shall maintain a Configuration Management (CM) process for the control of all hardware, software, firmware, and configuration documentation for the IISR. The principles contained in EIA-649 and MIL-HDBK-61A may be used for guidance. The contractor shall provide their Configuration Management Plan to the Government with the proposal for review. The contractor's CM process shall consist of configuration identification, configuration control, configuration status accounting, and configuration audits. Consideration for interfacing with other acquisition requirements such as design review, assurance, and other program related disciplines shall be addressed. The contractor's representative shall be responsible for any subcontractor's CM efforts. The contractor shall notify the Government of any Class 1 Engineering Change Proposal (ECPs). The Contractor must compensate the government for spares, repair part, and/or tools made obsolete by Contractor design changes.

DI-CMAN-81253A, Configuration Status Accounting Information

3.3.1 Engineering Support

The contractor will provide engineering and technical support services, as specified in the SOW, Performance Specification, and contract.

3.4 Testing/Verification

3.4.1 Reliability Testing and Reports

The contractor shall conduct reliability testing using MIL-HDBK-781 as a guide. Summary reports and a final report shall be provided to the Government. Summary reports shall also be submitted when significant problems are encountered, which prevent reliability data from being attained.

DI-TMSS-81586, Reliability Test Reports

3.4.2 First Article Test

The contractor shall develop and implement First Article Test (FAT) procedures to demonstrate the adequacy and suitability of the contractor's production processes and procedures for achieving the requirements in the Performance Specification. The results of the test shall demonstrate the manufacturing and production techniques employed do not negatively impact established requirements.

DI-NDTI-80603, Test Procedure (FAT)
DI-NDTI-80809B, Test/Inspection Report (FAT)

3.4.3 Nonconformance of First Article

In the event the first articles fail to meet requirements as described in the Performance Specification, the contractor shall submit plans for the corrective action or disposition to the Government for approval. Minor failures may be corrected during the testing, with Government approval. Production shall not be initiated without Government approval.

DI-RELI-81315, Failure Analysis and Corrective Action Report

3.4.4 Interoperability Testing

The contractor shall make available a complete system for interoperability testing by the Joint Interoperability Test Command (JITC), Fort Huachuca, AZ to ensure that the IISR is compatible with the systems specified in the system specification.

3.5 Supportability

3.5.1 Supportability Plan

The contractor shall provide their Supportability Management Plan to the Government with the proposal for review. The contractor's supportability shall address a) maintenance levels, b) warranties, c) tools and test equipment, (peculiar and general), d) training, e) recommended Spare Parts, f) Technical Manuals.

3.5.2 Recommended Spare Parts Listing

The Contractor shall develop a Recommended Spare and Repair Part Allowance Listing. The contractor shall develop separate lists for Organizational and Electronic Maintenance Company Level maintenance capabilities in accordance with the below Engineering Data For Provisioning. A pricing list will include the Line Replaceable Unit (LRU) and the Shop Replaceable Unit (SRU). The LRU is defined as the radio by itself with out any accessories. The LRU will be maintained at the Repair Issue Point (RIP) and used as a one for one swap with the owning unit. The SRU is defined as the Circuit Card Assembly (CCA) within the radio. The SRU will be maintained in the RIP and used to repair faulty LRU given to the RIP from the using units.

3.5.3 Engineering Data For Provisioning

Engineering Data For Provisioning (EDFP) is technical data used to describe parts/equipment and consists of data such as specifications, standards, drawings, photographs, sketches and descriptions, and necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, wiring and cable diagrams necessary to indicate the physical characteristics, location, and/or function of the item. EDFP shall be submitted in hard copy. EDFP shall be marked in such a manner as to identify the proprietary rights (limited or unlimited).

At a minimum, EDFP must provide:

a. Technical information of items for maintenance support considerations
b. Item identification/descriptions necessary for;
   (1) Cataloging actions and assignment of a National Stock Number
   (2) Review for item entry control
   (3) Standardization to include standardization/interchangeability
   (4) Item management coding
   (5) Identification/procurement of initial spares
   (6) Preparation of allowance/issue lists

The contractor shall furnish EDFP in the following order of precedence:

a. Government or industry recognized specifications or standards
b. Commercial catalogs or catalog descriptions
c. Sketches or photographs with brief descriptions of dimensional, material, mechanical, electrical, or other descriptive characteristics.

DI-ALSS-81529, Logistics Management Information (LMI) Data Product (EDFP)

Common and Bulk Items shall provide sufficient information to enable the government to relate the materiel/specification number to the pertinent item.

DI-ALSS-81529, Logistics Management Information (LMI) Data Product (CBIL).
DI-RELI-81497, Reliability Prediction and Documentations of Supporting Data

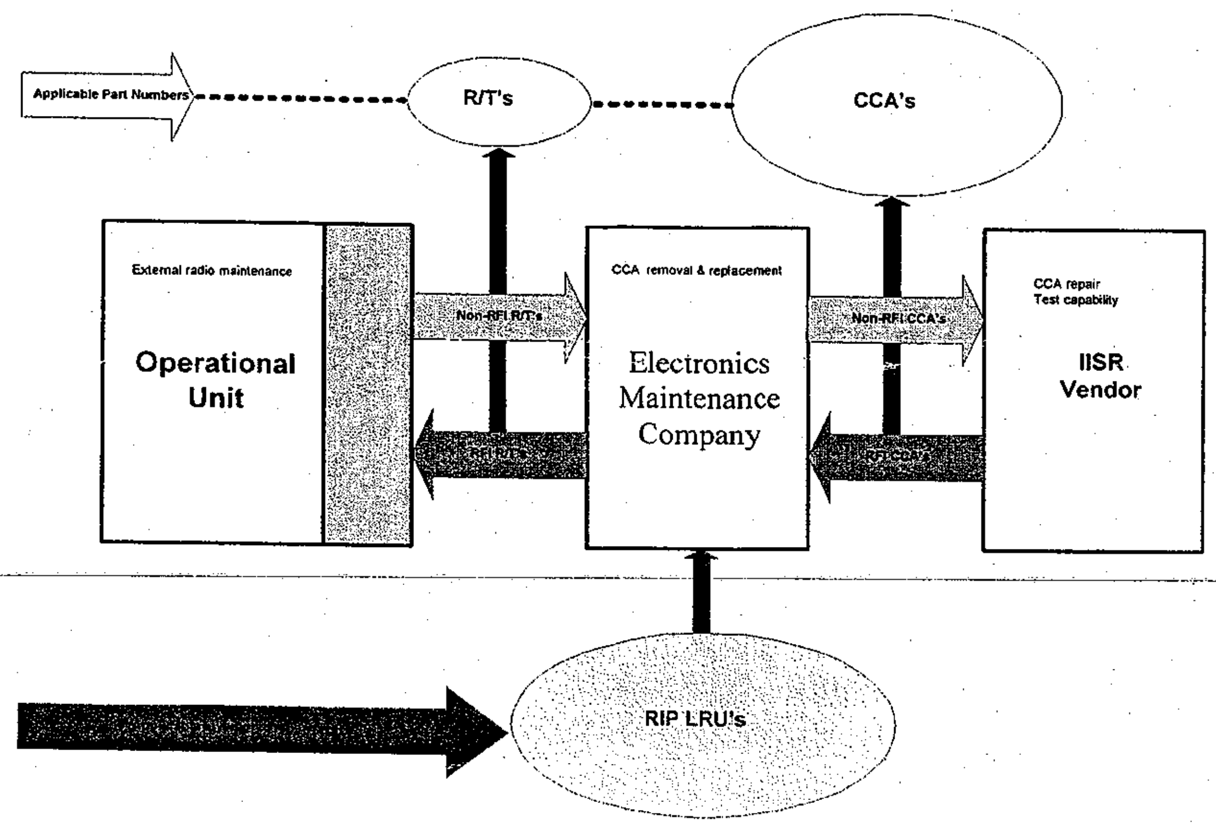
3.5.4 Organization Maintenance Components Production

The contractor shall offer the following accessories and replacement parts at a minimum for purchase through readily available stocks.

- Wireless Push to Talk
- Headset
- Battery
- Antenna
- Carrying Pouch

3.5.5 Intermediate Level Maintenance

The IISR maintenance concept is a variation of the traditional Organizational-Intermediate-Depot concept. Organizational and Intermediate support are provided by organic USMC assets; depot support is contractor-provided. Table 1 provides an illustration of the maintenance process.



3.5.6 Depot Maintenance

The contractor will maintain all facilities, labor, materials, tools, and test equipment needed to repair IISR LRUs and SRUs provided under this contract. Under normal circumstances, the company shall repair or replace and return to the Government any NRFI IISR LRU or SRU (warranty and non-warranty) with a 15-calendar day maximum average turnaround time. Additional time may be required if the Government returns a large quantity of equipment at the same time. Replacement items may be refurbished items (not new manufacture). Inspection and Acceptance for repaired items shall be at Destination.

3.5.7 Parts Management

The contractor shall maintain a parts management program that will ensure the use of parts that meet contractual requirements, reduce proliferation of parts through standardization and enhance equipment reliability and supportability, and proactively manage obsolescence. During the post award conference, or within 30 days after contract award, the contractor shall make the parts management plan and/or procedure available for Government review. The contractor can utilize MIL-HDBK-512 as a guide for developing and maintaining a parts management program.

3.6 Power

3.6.1 Battery Technical Characteristics

The contractor shall provide battery technical characteristics to the Government.

DI-MISC-80508A, Technical Report/ Study Services (BTC)

3.7 Technical Manuals

The Technical Manuals shall be Commercial of the shelf (COTS) provided in hardcopy for the operators manuals and electronic, Standard Generalize Markup Language (SGML) tagged format for the intermediate maintenance manuals. Operators manuals shall be over packed with each System. The selected vendor shall provide one intermediate maintenance SGML tagged publication. All technical manuals shall be in English. Manuals shall be COTS (contractor format) and will use the requirements of MIL-HDBK-1221 as a guide.

DI-TMSS-80527A, Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data

3.7.1 Change Pages/Modification Instructions

The contractor shall provide change pages/modification instructions to the manuals as a result of approved changes to the baseline system. The Government requires notification of all changes and revisions to the manuals for the duration of this contract. Notice of new models/equipment, when they are available, is also required for Government information. The contractor shall develop change pages/modification instructions in accordance with Technical Manual Contract Requirements.

3.7.2 Reproduction Rights

The Contractor will establish a single, centralized system for management of all data required under the contract. Copyright release, giving the Government permission to reproduce and use, will be required for technical publications using copyrighted information. This will apply for any software upgrade agreements.

3.7.3 Operator Manuals, Quick Reference Guide, and Computer Based Training

The contractor will provide operator manual that includes:

a. Safety precautions
b. Equipment description
c. Performance characteristics
d. Preparation for use
e. Operating instructions
f. Programming instructions
g. Use of chargers/power adapters
h. Parts list
i. Accessories list

The contractor will provide the current existing laminated Quick Reference Guide (QRG) that includes basic operating and programming procedures. The selected vendor shall provide current existing computer-based operator training course on CD-ROM. The CBT shall be used to supplement the platform training and be compatible with the MARCORSYSCOM Tech Net.

3.8 Warranty

3.8.1 Warranty Performance System

The contractor shall establish and maintain a warranty performance system that identifies and documents all items to be warranted under this contract. Each item warranted shall be indexed and identified by serial number, model or part number, and date of acceptance by the Government. Warranties shall become effective based upon a negotiated agreement between the Government and the contractor. All pertinent data required for the Government to pursue warranty provisions, remedy, and relief for each item shall be maintained by the contractor for the duration of the warranty period. All warranty claims and transactions shall be documented and made available for Government review during scheduled meetings and/or reviews.

3.8.2 Standard Commercial Warranty

The contractor shall provide a standard commercial warranty covering workmanship, materials, design, and all essential performance characteristics that would effect the Performance Specification requirements of the IISR. The warranty shall be for a period of 12 months. The contractor shall ensure that subcontractor and vendor warranties provide the same coverage and are passed through to the end item.

3.9 Environment, Safety, and Occupational Health

3.9.1 System Safety

The contractor shall identify and evaluate safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with development, use, and disposal of the system using MIL-STD-882 as guidance. Residual risks will be evaluated by the Government using Tables A-I through A-IV of MIL-STD-882 as guidance. The contractor must identify all explosive safety risks as such in the system safety documentation.

3.9.1.1 Safety Assessment

The contractor shall perform and document a Safety Assessment to identify all safety features of the hardware, software, and system design and to identify procedural, hardware and software related hazards that may be present in the IISR including specific procedural controls and precautions that should be followed. In addition, the contractor shall make recommendations applicable to hazards at the interface of his system with the other system(s) as contractually required.

3.9.1.2 Safety Assessment Report

The contractor shall provide a Safety Assessment Report (SAR) that documents the Safety Assessment and clearly identifies any residual risks of the IISR. The SAR shall include a signed statement that all identified hazards have been eliminated or their associated risks controlled to acceptable levels and that the IISR is ready to field and operate.

DI-SAFT-80102B, Safety Assessment Report (SAR)

3.9.1.3 Environmental

Contractor shall verify the environmental qualification of IISR utilizing MIL-STD 810F as guidance.

DI-MISC-80508A, Environmental Assessment Report (EAR)

4 SUPPORT EQUIPMENT

4.1 Peculiar Test Equipment

All peculiar test equipment and software required for radio end item troubleshooting, calibration, testing, and repair at the intermediate level will be identified. These items are required to set up an Organic Intermediate depot. The contractor shall separately provide pricing for peculiar support test equipment.

4.2 General Test Equipment

All general purpose (common) test equipment and tools required for radio end item troubleshooting, calibration, testing, and repair at the intermediate level will be identified. The contractor will attempt to use common test equipment already in the Marine Corps inventory.

5 TRAINING AND TRAINING SUPPORT

5.1 Course Descriptive Data The contractor shall provide Course Descriptive Data (CDD) for the training program of the IISR. The CDD shall identify course administrative data to include data for peacetime and mobilization versions of the course.

DI-SESS-81521B, Training Program Structure Document (CDD)

5.2 Operator Training

The contractor will provide radio operator training that includes:

a. Description of equipment and components
b. Capabilities
c. Operation of the system
   1. Transmit/receive voice
   2. Transmit/receive data
   3. Front panel programming
   4. PC software programming
   5. Cloning
   6. Scan
   7. Battery charging
d. Operator (organization level) troubleshooting and corrective maintenance
e. Practical (hands-on) exercises that reinforce radio operating procedures.

The target audience for the operator training is military personnel of varying skills and skill levels, both communications specialists and non-communications specialists.

The maximum class size for one operator training class is 24 students.

Operator training shall be priced for multiple locations and durations as follows:

a. CONUS (TEN - 1 day classes, CONUS)
b. OCONUS (Five - 1 day classes, OCONUS)

Proposed OCONUS training areas shall include Pacific and Western European locations that are not within an active combat zone or area of military conflict.

5.3 Maintenance Training

The contractor will provide Intermediate Maintenance training in two (2) parts, startup and sustainment. As part of the Startup training, the contractor shall provide the peculiar test equipment and software identified in the proposal. The quantity provided for each Startup training class shall be the quantity necessary for one (1) maintenance station.

Part 1 of the training shall include the below vendor action:

a. Peculiar test equipment/software setup
b. Test stack setup and operational verification
c. Discussion with OIC and SNOIC's to explain new maintenance concept

Part 2 shall include:

a. Operator training
b. Equipment theory of operation
c. Setup and operation of peculiar test equipment
d. Troubleshooting
e. Repair (CCA removal/replacement)
f. Testing/verification

The target audience for the Intermediate Maintenance training is mid-level (E4-E6) electronics maintenance technicians (MOS 28XX).

The maximum class size for the Intermediate Maintenance training is 6 students.

The Intermediate Maintenance training will be conducted at USMC-designated locations. Separate prices shall be provided for:

a. CONUS
b. OCONUS

Proposed OCONUS training areas shall include Pacific and Western European locations that are not within an active combat zone or area of military conflict. Requests for training within active combat zones, areas of military conflict or other areas, if required, shall be requested separately by the USMC and priced, by the contractor, on a case-by-case basis.

DI-SESS-81521B, Training program Structure Document (CDD)
DI-SESS-81526B, Instructional Media Package (Interactive Courseware)

Attachment 2

PERFORMANCE SPECIFICATION

FOR THE

INTEGRATED INTRA SQUAD RADIO (IISR)

Prepared for:
Marine Corps Systems Command
(C4I)
Quantico, VA 22134

04 August 2005

PERFORMANCE SPECIFICATION
FOR THE
INTEGRATED INTRA SQUAD RADIO

1.0 SCOPE

1.1 Scope

This performance specification for the U.S. Marine Corps Tactical Integrated Intra Squad Radio (IISR) establishes the operational, performance, interoperability, supportability, environmental, data, and training requirements. This specification is an integral part of the total IISR solicitation package and shall be used by the contractor and the Government in fulfilling the total requirements for IISR.

2.0 APPLICABLE DOCUMENTS

2.1 GENERAL

The documents listed in this section are cited in Sections 3 and 4 of this specification. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements in the documents cited in Sections 3 and 4 of this specification, whether or not they are listed in this section.

2.2 GOVERNMENT DOCUMENTS

2.2.1 Military Specifications, Standards and Handbooks

The following specifications, standards and handbooks are incorporated into this document for guidance only. Unless otherwise stated, the specified document issues are those listed in the Department of Defense (DoD) Index of Specifications and Standards (DoDISS) and supplement as cited in the solicitation.

Document Number	Title/Date
MIL-STD 1472F	Human Engineering, dated 23 August 1999
MIL-STD 130L	Identification Marking of US Military Property, dated 15 January 2000
MIL-HDBK-419A	Grounding, Bonding and Shielding for Electronic Equipments and Facilities, dated 29 December 1987
MIL-HDBK-783	Chemical Biological Contamination Avoidance and Decontamination, dated 15 October 1990
MIL-STD-882D	System Safety dated 10 Feb 00

ISO 9000	(Q9000) Replacement for Defense Quality Standards
MIL-STD-810E	Environmental Specifications
MIL-STD-464A	Electromagnetic Environmental Effects Requirements for Systems, dated 19 December 2002

2.2.2 Other Documents, Drawings and Publications

The other government and commercial documents, drawings or publications listed below form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those sited in the solicitation.

29 CFR 1910	Occupational Safety and Health Hazards Revision 1 July 2002
JTA Version 5.0	Joint Technical Architecture (JTA) version 5.0

2.3 PRECEDENCE

In the event of conflict between the documents referenced herein and the contents of this specification and solicitation, the contents of this specification and solicitation shall supersede the referenced documents. Nothing in this document, however, supersedes applicable laws and regulations, unless a specific exemption has been obtained.

3.0 REQUIREMENTS SYSTEM DESCRIPTION

The Marine Corps has an immediate need for an Integrated Intra Squad Radio (IISR) to aid in the performance of small unit infantry operations. The IISR is a form fit function radio that is going to be replaced in Fiscal Year (FY) 11 by the Joint Tactical Radio System (JTRS) Cluster 5 spiral 2 radio under the JTRS Operational Requirements Document (ORD) version 3.2. Previously fielded legacy tactical hand held equipment within the Marine Corps includes the AN/PRC-68, AN/PRC-94, and the Personal Role Radio (PRR). Due to age, the AN/PRC-68 and AN/PRC-94 were removed from the inventory. Additionally, none of the radios had the capability to fulfill the need for a secure hand-held radio. As a result, the existing infrastructure consists of locally purchased, commercially available hand held radios that are not interoperable with the Marine Corps combat net radios. The IISR solution consolidates and exceeds legacy capabilities while concurrently reducing the combat load of the individual Marine and small unit and vastly reducing the operating costs. A JTRS waiver has been submitted.

The Intra Squad Radio (ISR) Statement of Need (SON) dated 04 May 1999, Squad Tactical Radio (STR) SON dated 07 February 2003, IISR SON Ch 1 dated 25 February 2004, I MEF's OIF I & II Universal Need Statements (UNS) dated 07 February 2003 and 14 January 2004, 31st MEU's urgent UNS dated 26 October 2004, and JTRS ORD version 3.2 dated 9 April 2003 validate the requirement for an IISR program radio to aid in the performance of small unit infantry operations.

The ideal IISR system shall consist of a secure programmable transceiver, rechargeable and non-rechargeable batteries, and an accessory pack. The IISR shall be a lightweight, secure, handheld UHF radio with an operating bandwidth that shall allow for worldwide operation. IISR has at least 64 programmable memory channels that meet the narrow band requirement of 12.5KHz [T]. The IISR size must fit into a single [T] M16 pouch (approximately 60mm (W) x 160mm (H) and 35mm (D)) and shall weigh less than1.5 pounds [T]. It shall be of submersible construction that meets MIL-STD-810. [T]. It shall be capable of operating in the UHF frequency with enough band range to selectively program approved frequencies in all countries. The specific frequency requirement is 380-450Mhz (T), and any military frequency band that will increase the potential use worldwide not higher than 512Mhz (O). The IISR shall have an internal audio speaker and mic [T], with a primary Push to Talk (PTT) button integrated into an advantageous position on the side of the radio [T] with a secondary PTT when used with a headset shall key the radio attached to the U-229/U5 pin connector [O]. The IISR shall offer enhanced security without the need to issue and re-supply keymat (Not Type I), using commercial grade 256 bit encryption, Advanced Encryption System (AES) board/chip inside the radio (FIPS-140-2) [T], (FIPS-197) [O]. The successful radio shall provide optimal operation over a distance of no less than 1 kilometer (Km) [T] / 1 Km [O]. The IISR shall operate on a rechargeable Lithium Ion battery for a minimum of 8 hours while in normal power standard usage (5-5-90) [T] and be capable of 24-hour operations while on low power [O]. The radio shall come with a rapid battery recharge system capable of using AC voltage from international sources as well as an interchangeable non-rechargeable alkaline battery pack that shall not significantly alter the size or configuration of the radio [T]. Both battery packs shall be waterproof.

3.1 General Requirements

The IISR system must comply with the applicable Information Technology (IT) standards contained in the Joint Technical Architecture (JTA). IISR shall be hardware software reconfigurable to facilitate technology insertions/enhancements. The contractor shall use, to the maximum extent possible, all previously developed hardware design components, software design components, supportability items, and data that can be applied toward the requirements of this specification. This includes government furnished equipment and information and data developed by the contractor incident to other contractual requirements.

3.1.1 System Performance Test (SPT)

A SPT shall be conducted by the contractor and approved by the government prior to IISR acceptance and delivery. Testing shall demonstrate the functional requirements for the IISR. The SPT shall be observed by government or designated representatives. The SPT test plan and procedure shall be prepared by the contractor and reviewed by the government prior to any testing. Test reporting shall be conducted and submitted for government review.

In addition to the SPT the contractor shall verify (see paragraph 4.0) the environmental reliability, maintainability, supportability, safety, and ruggedness of the radio system. Standard performance degradation as outlined by the Telecommunications Industry Association (TIA/EIA) is acceptable over the operation temperature range.

The IISR shall perform without any degradation, in the operating environments indicated below:

- Operating temperature range is -22°F to 140°F (-30C to +60C) and storage temperature is -22°F to 140°F (-30C to +60C) [T] Humidity range is O -100% tending to saturation [T]

- Operating altitude up to 15,000 feet [T]

- Immersion is for 30 minutes in 3 feet of salt water [T]

- Shock and vibration per MIL-STD-810E(T)

- No Electromagnetic Interference (EMI) when operating in multiple radio or electromagnetic environments (T)

- LPD/LPI in low power (O)

- During periods of heavy precipitation (1.8 inches of rain per hour) with 40 mph sustained winds (O)

- Withstand effects of blowing sand particles in wind speeds of 5,700 feet per minute and dust in wind speeds of 1,750 feet per minute with no loss of signal strength and no blocking, clogging or seizing of moving parts (O)

3.1.2 Design

The primary audio/microphone shall be internal [T] to the radio. Optional accessories shall include a high quality military style microphone/headset capable of receiving two simultaneous transmissions from two separate frequency channels through a removable cable to a 5 pin U-229/U audio connector. The headset must be compatible with in-service ear defenders, PASGT helmets and weapons while allowing the user to selectively hear ambient noise. The headset shall include a wireless push-to-talk (WPTT). Primary PTT shall be integrated into an ergomically advantageous position on the side of the radio. The WPTT shall be able to associate and disassociate with a specific radio or headset. Optimum design shall include a second, preferably dual PTT switch which when used with the headset shall key the radio attached to the 5 pin U-229/U audio connector. When any of the optional accessories are attached to the radio, the internal speaker/mic shall be automatically disabled. The WPTT shall use a battery or batteries currently in the DoD inventory or equivalent and be able to be fitted on the Picatinny rail system. The minimum battery life for the wireless PTT is 8hrs. The government's preference is 24hrs. The minimum distance for the WPPT is next to the radio and required operating distance from the radio is 1meter. If a dual PTT is available, it is recommended that a function be included to allow both PTTs to be pushed at the same time to produce an emergency tone/beep be sent on all available channels indicating predetermined critical problems to all radios on the network.

Other optional accessories include military style lapel clip-on speaker/mic with PTT and noise canceling, enhancing and hearing protection speaker/mic with wireless PTT switch.

The HSR shall have the ability to lock all control features to prevent accidental change of settings. Programmable function keys can be customized to enable high contrast display of the name of the function. Display shall show transmitter ID of calls received. HSR shall have programmable transmitter timeout duration. HSR shall have ability to STUN or KILL or make the radio inoperable if compromised. The system programmable buttons and features shall include;
STUN/KILL and SCAN. Mixed mode scan for detection and receipt of both analog FM and digital mode and ability to transmit in either mode.

Ideally integrated into both IISR and WPTT as a function of pushing both PTT buttons.

3.1.3 Weight and Volume

The IISR shall replace the Personal Role Radio (PRR) and shall be less than 1.5 pounds (lbs) with battery [T] with dimensions of approximately 60mm (W) x 160mm (H) and 35mm (D) or less [O]. The IISR shall be able to fit securely into existing common battlefield clothing [T] particularly a standard M-16 magazine pouch [T].

3.1.4 Reliability and Maintainability

The IISR reliability shall be 98% probability of completing a mission without failure [O] or any performance degradation. Desirable 5000 hours average operation without essential function failure Support for the IISR shall consist of three level maintenance, organizational, intermediate and depot level. Organizational level shall consist of operator cleaning, replacement of transceiver, handsets/headsets, batteries and antenna. Intermediate level maintenance shall consist of removal and replacement of SRUs while Depot level maintenance shall consist of everything above intermediate level maintenance. Specialized support equipment at the organizational level shall not be required. Preventive maintenance shall be limited to cleaning of the exterior surfaces and operational testing.

3.1.5 Power Input

The IISR, using a fully charged high capacity rechargeable Lithium Ion battery, shall operate, for 8 hours minimum [T] based on standard usage (5-5-90) transmit-receive-standby and using a variable power setting options switch, should be able to sustain functional life to 24 hours at low power [O]. The IISR must have a rapid recharge system capable of using AC voltage from international power sources [T]. Additionally, the IISR must have an interchangeable alkaline battery pack that shall not significantly alter the size, shape or configuration of the radio [O]. The alkaline battery pack shall allow the radio to be used in low power for 8hrs. Both battery packs shall be water proof [T].

3.1.6 Power Output

The IISR power output range shall be 0.25 –5 watts variable power output selection.

The radio shall have sufficient power to provide optimal operation over a distance of no less than 1 km [T], 1 km [O]. The variable power settings shall enable operation in various environments and distances. Optimal operation is required in urban, desert, and jungle environments.

3.1.7 Modes of operation

IISR shall operate Full Duplex voice transmission with conference capability and capability for multiple simultaneous transmissions.

3.1.8 Information Security

The IISR shall encrypt voice information by means of a commercial grade 256 bit Advanced Encryption System (AES). IISR will embed NIST compliant OR NSA certified cryptographic chips/modules. The threshold is to have AES 256B encryption without NSA certification. The objective is to have AES 256B encryption with NSA certification.

3.1.9 Interfaces

Must interface with legacy systems through standard military 5 pin wire connection [T].

3.1.10 Interoperability

The USMC desires that the IISR shall provide interconnectivity with long range High Frequency (HF), SINCARS, as well as the AN/PRC-148, and JTRS Cluster 5 handheld variant using a dual PTT switch assembly and a standard U/229 connection.

It is desirable that the IISR interface with legacy radio systems such as the Army Icom F43 radio (380-450 MHz).

3.1.11 Exterior Color Scheme

A non-reflective radio and component exterior is required to reduce the chance of comprising unit location.

3.1.12 Display, Knobs, and Controls

The IISR requires Night Vision Goggle (NVG) compatible displays, knobs, and controls to allow for operation of the radio during nighttime and blackout conditions.

3.1.13 Quality Assurance

The contractor shall assure adequate quality throughout all areas of contractor performance to include management, design, development, fabrication, processing, assembly, inspection, test, maintenance, packaging, shipping, storage, and installation. The information of ISO 9000, in whole or in part, may be used to assure quality of the IISR.

3.2 OPERATIONAL CHARACTERISTICS

The operational characteristics for the IISR are as listed in the following subparagraphs.

3.2.1 Over-The-Air-Rekey (OTAR)/OTAT

OTAR is not a threshold [T] requirement but is an objective [O] to ensure remote locations can receive Communications Security (COMSEC) key updates.

Low Probability of Intercept/Low Probability of Intercept (LPI/LPD)

3.2.2 Antenna

The antenna shall be a single band specific antenna providing an enhanced LOS communications range over the legacy systems.

3.2.3 Human Engineering

The IISR design shall comply with the guidelines, criteria and directives set forth in MIL-STD-1472F. Particular attention shall be paid to human engineering principles in order to achieve an "operator friendly" design. The IISR shall be designed for safe, efficient and rapid setup and operation.

3.2.4 Operating in Biological/Chemical Warfare Environment

The IISR shall be capable of operation by Marines wearing any level of the Mission Oriented Protective Posture – (MOPP) clothing per FM 21-2 and FM 21-40, where the hands are covered by the gloves set.

3.3 DESIGN AND CONSTRUCTION

3.3.1 Nameplates and Product Marking

The marking plate shall display the nomenclature, design activity Commercial and Government Entity Code (CAGE) or Non-Commercial and Government Entity Code (NCAGE) and Product Identifier Number (PIN), manufacturer's identification if different from the design activity CAGE or NCAGE, acquisition instrument identification number, unit model number, version or revision number, serial number, National Stock Number (NSN) and warranty expiration date.

3.3.2 Decontamination

Indentations in the surfaces of the equipment, which can retain Biological and Chemical (B/C) contamination, shall be avoided when possible in order to facilitate the decontamination process. Decontamination shall be accomplished with the M13DAP, a standard military decontamination unit containing Decontamination Solution number 2 chemical agent. This is a highly corrosive and toxic agent that may react adversely with improperly selected materials.

3.3.3 Safety

The design of the IISR shall take into consideration safety factors to protect the operator from serious injury or death while setting up the system, during operation, movement or while performing maintenance. All equipment that emits Radio Frequency (RF) or microwave radiation shall be designed to prevent overexposure of personnel during operation and maintenance.

3.3.3.1 Electrical Shock/Hazard Protection

The IISR design shall protect against the risk of electric shock and other hazards under all conditions of normal use (movement, operation and maintenance) and under a likely fault condition (including human error).

3.3.3.2 Workmanship

The contractor shall select materials capable of meeting all the operational and environmental requirements specified herein. Use of the manufacturing control processes as stated in MIL-Q-9858A is recommended. Recovered materials and processes meeting the requirements of this specification shall be used to the maximum extent possible.

3.3.3.3 Grounding

All exposed metal parts that can become energized with electric current shall be grounded in accordance with the requirements of TO-5820-25/22 Electromagnetic Environmental Effects (E^3) Procedures for Installation of Communication Equipment on United States Marine Corps (USMC) Platforms, dated 23 May 1991. The path to ground shall be permanent and continuous, have the capacity to conduct any fault current imposed on it and have sufficiently low impedance to limit the voltage to ground. Re-compete

3.3.4 Hazardous Materials

Hazardous materials that can be exposed to personnel or the environment during any operational (to include fabrication, transportation and setup/teardown) procedure, maintenance procedure, damage of or to the equipment, or require special disposal procedures, shall be kept to a minimum. Non-toxic/environmentally acceptable substitutes shall be used whenever possible.

3.3.5 Manpower and Training

The IISR equipment shall be easy and safe to operate and maintain by trained Marines. The IISR shall be used within the Marine Corps existing manpower, maintenance and training structure.

3.3.6 Human Factors Engineering (HFE)

Trained Marines shall operate the IISR safely, efficiently and effectively under all anticipated operational conditions. Marines shall be able to perform appropriate maintenance while wearing any level of the MOPP clothing or cold weather gear.

4.0 VERIFICATION

The contractor is responsible for construction and performance in compliance with the requirements. Where testing is a requirement for verification, previous test data may be acceptable if the tests were applicable to the specified requirements. Government approved test data is preferred.

If testing is required and procedures are not specified herein, verification shall be accomplished by contractor-recommended, government-approved, test procedures. The basic objective described herein is to verify that the physical and performance requirements of Section 3 of this specification have been met.

5.0 PACKAGING

For acquisition purposes the packaging requirements shall be specified in the contract or delivery order in accordance with Best Commercial Practices.

Appendix A
IISR Requirements Matrix

The Integrated Intra Squad Radio (IISR) shall be a lightweight, secure, handheld UHF radio that has at least 64 programmable memory channels, that meets the narrow band requirement of 12.5KHz. The following key performance parameters and other desirable functions are part of this document::

Key Performance Parameters	**Threshold**	**Objective**
Shall have 64 Programmable memory channels	X	
Internal Audio/Mic	X	
Dimensions (approximately 60mm (W) x 160mm (H) x 35mm (D)) Must fit in an M-16 Magazine pouch	X	
Weight (≤) 1.5lb.	X	
Primary PTT shall be integrated into an ergonomically advantageous position on the side of the radio.	X	
Advanced Encryption System (AES) board/chip inside radio (256 bit Encryption)	FIPS-140-2	FIPS-197
Power to give optimal operation over a distance of no less than	1 Km	1 Km
Operate on frequencies approved in all countries	x	
Rechargeable Lithium Ion battery, 8-hour battery life minimum at normal power (5-5-90)	X	
Rapid recharge system capable of using AC voltage from international power sources	X	
Interchangeable alkaline battery pack that shall not significantly alter the size, shape or configuration of the radio. Both battery packs should be water resistant.	X	
Include a second, preferably dual PTT, which when used with the headset shall key the radio attached to the U-229/U 5 pin connector	X	
Frequency range of 380-450Mhz	X	
Other Desirable Functions		
Full Duplex Conference Operating Mode		X
High-Quality Headset w/Mic Capable of receiving two transmissions at the same time. Compatible with PASGT helmet		X
Headset shall include a wireless PTT (WPTT)		X
Military style lapel clip-on speaker/mic with PTT.		X
Wireless PTT (shall use batteries in current DoD inventory)		X
A wireless PTT shall be able to associate and disassociate with a specific radio or headset.		X
WPPT - fit on Picatinny rail system		X
Dual PTT - Function to allow both PTTs to be pushed together to produce an emergency tone/beep to indicate a critical problem		X
Over-the-air re-key (OTAR)		X
~~Multiple high quality voice channels~~		X
Low power operation- 24 hours		X
Interface with: Army Icom F43 radio (380-450MHz)		X
Programmable function keys		X
Ability to STUN/KILL or otherwise make the radio inoperable		X

Attachment 3

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION *(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)*	**1. CLEARANCE AND SAFEGUARDING** a. Facility Clearance Required: Secret b. Level of Safeguarding required: Secret

2. THIS SPECIFICATION IS FOR:		**3. THIS SPECIFICATION IS :**	
Request Type :	Solicitation or Other	Type	Original
Number	M67854-05-R-7047	Original Date	20050622
Due Date	20050930		

4. IS THIS A FOLLOW ON CONTRACT?	No
5. IS THIS A FINAL 254?	No

6. CONTRACTOR

A. Name, Address, and Zip Code	B CAGE Code	C. Cognizant Security Office
TBD		TBD

7. SUBCONTRACTOR

A. Name, Address, and Zip Code	B CAGE Code	C. Cognizant Security Office

8. ACTUAL PERFORMANCE

A. Name, Address, and Zip Code	B CAGE Code	C. Cognizant Security Office

9. GENERAL IDENTIFICATION OF THE PROCUREMENT
Commercial off the shelf UHF Integrated Intra Squad Radio AES 256 Bit encryption

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X	
b. RESTRICTED DATA		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION		
(1.) Sensitive Compartmented Information (SCI)		X
(2.) NON-SCI		X
f. SPECIAL ACCESS INFORMATION		X
g. NATO INFORMATION		X
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY	X	
k. OTHER -- See Item 13	X	

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIED MATERIALS	X	
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	
e. PERFORM SERVICES ONLY		X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER(DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
h. REQUIRE A COMSEC ACCOUNT	X	
i. HAVE TEMPEST REQUIREMENTS		X
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
l. OTHER -- See Item 13	X	

12. Public Release. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

DIRECT	X	THROUGH (SPECIFY)

Commanding General, Marine Corps Systems Command (LAW), 2200 LESTER STREET QUANTICO , VA 22134-6050

to the Directorate for Freedom on Information and Security Review, Office of the Assistant Secretary of Defence (Public Affairs) * for review.

* In the cases of non-DoD User Agencies, requests for disclosure shall be submitted to the agency.

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

See attached continuation sheets

14. ADDITIONAL SECURITY REQUIREMENTS Identify the pertinent contract clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office.	YES	X	NO
15. INSPECTIONS Elements of this contract are outside the inspection responsiblity of the cognizant security office.	YES	X	NO

16. CERTIFICATION AND SIGNATURE Security requirements stated herein are complete and adequate for safeguarding the classified information to be relased or generated under this classified effort. All questions shall be referred to the official named below.

a. Typed Name of Certifying Official	b. Title	c. Telephone (include area code)
Sheri Weaver	**Security Specialist**	**703-432-4140**

d. Addresss (Include Zip Code)
COMMANDING GENERAL MARCORSYSCOM (Security)
2200 LESTER STREET
QUANTICO, VA22134-6050

e. Signature

Sheri L. Weaver

17. REQUIRED DISTRIBUTION

X	a. CONTRACTOR
	b. SUBCONTRACTOR
X	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
X	e. ADMINSTRATIVE CONTRACTING OFFICER
X	f. MARCORSYSCOM (OOU) AND
	MAGTF COMM

DD Form 254, OCT 03 (Computer Generated Form)

CONTINUATION SHEET FOR CONTRACT M67854-05-R-7047

2. Pre-award access in not required. This DD Form 254 reflects the security requirements for the contract when awarded.

10a. Contractor is authorized access to Government furnished cryptographic equipment and information. Access to COMSEC information, per NSA Manual 90-1, requires a final U.S. Government clearance and special briefings at the appropriate level. Subcontracting COMSEC information by a contractor requires prior approval from the Commanding General, MARCORSYSCOM (00U).

10j The "For Official Use Only" information provided under this contract shall be safeguarded as specified in Attachment A.

11c. The contractor requires access to classified source data up to and including the classification levels identified in item 1 of this DD Form 254 in support of this work effort. Any extracts or use of such data requires the contractor to apply derivative classification. Documentation generated as a result of this contract will be classified in accordance with source material provided by the user and will carry the most restrictive downgrading and/or declassification instructions, warning notices and control markings applicable. A listing of source material is to be included as part of the document prepared by the contractor. 11c: Use of cellular phones, hand-held radios, beepers and/or pagers, cordless telephones, and cordless microphones will be restricted from areas where US Government Protected Information is processed or discussed, except when authorized/approved by the Senior Cognizant Security Authority (DSS Rep), based on a risk assessment and appropriate security countermeasures conducted by the Information Assurance Program. All classified material received, generated, fabricated, or modified by this contract will be returned within 30 days after completion of contract or destroyed with destruction report being submitted to Commanding General, Marine Corps Systems Command (Attn: CMCC). Prior to any destruction of classified information a full listing of documents will be provided to the MARCORSYSCOM (CMCC) for review and approval. All classified information to include materials referenced in items 10a, 10f, and 10g will be physically sighted by the local CSO agent and a formal listing will be forwarded to Commanding General, MARCORSYSCOM (OOU), Quantico VA by 31 December yearly and whenever there is a turnover of custodians. Information referenced in items 10a, 10f, and 10g are required to be listed on a seperate list.

11d. The contractor is required to provide adequate storage for classified hardware to the levels identified in item 1 of this DD254 which will requireorthat cannot be safeguarded in a regular-size approved storage container.

11h. Contractor is authorized to receive Government furnished cryptographic equipment. National Security Agency Industrial Communications Security (COMSEC) Manual (NSA Manual 90-1) for the handling of COMSEC material. Publishing or releasing of any COMSEC information by any means without the written approval from National Security Agency, ATTN: Y134, 9800 Savage Road STE 6574, Fort George G. Meade, MD 20755-6574 via Commanding General, MARCORSYSCOM (OOU) is PROHIBITED.Prior approval from the (owner of SAP) via Commanding General, MARCORSYSCOM (OOU) is required for subcontracting. Reproduction and destruction of this material, regardless of the classification, is prohibited without written approval from Commanding General, MARCORSYSCOM (OOU), Quantico VA via higher authority.

The Project Officer/Contracting Officer Representative (COTR) for this contract is GySgt Oatridge703-492-2557

Security Classification guides required during this contract is ~~are and~~ New will be provided under separate cover by the project officer.

In addition to the reporting requirements directed by the NISPOM, the contractor will provide a concurrent report of loss or compromise of classified information to the Commanding General, Marine Corps Systems Command (MCSC) (Attn: Security Manager) 2200 Lester Lane Quantico VA 22134-6050.

Contractors will conduct a security review and comply with MARCORSYSCOM 5239.2, 'WEB SITE ADMINISTRATION' prior to entering government information on a home page (contractor or government web page site). Copy of this order will be provided by the project officer under separate cover to the contractor.

Visit requests to activities other than those not listed in the statement of work or this DD254 shall have "Need to Know" certified by MARCORSYSCOM Project Officer. All requests shall contain the information required by the NISPOM and shall not exceed a 12 month period.

All Government Badges issued under this contract will be returned immediately to the MARCORSYSCOM CENTRAL SECURITY STATION upon termination of contract, or individual terminations. When an individual contractor is terminated, for any reason, it is the responsibility of the Facility Security Officer to immediately notify the Command Security Manager, MARCORSYSCOM 2200 Lester Street, Quantico VA 22134-6050. Failure to comply could result in the suspension of all contractor proximity key and NT accounts.

If additional contracting requirements exist where retention of classified information by the contractor facility is required, a written request to retain material for a period but not to exceed 2 years is required.

CONTINUATION SHEET FOR CONTRACT M67854-05-R-7047
ATTACHMENT A
PROCEDURES FOR 'FOR OFFICIAL USE ONLY'

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) information:

1. **HANDLING:** Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DOD User Agency. FOR OFFICIAL USE ONLY is not a classification, but requires extra precautions to ensure it is not released to the public.

2. MARKING:

a. Mark an unclassified document containing FOUO information 'FOR OFFICIAL USE ONLY' at the bottom of each page containing FOUO information and on the bottom of the front cover (if any) and on the back of the last page and on the back cover (if any).

b. In a classified document, mark:

- An individual paragraph that contains FOUO, but not classified information, by placing '(FOUO)' at the beginning of the paragraph.

- The top and bottom of each page that has both 'FOR OFFICIAL USE ONLY' and classified information, with the highest security classification of information on that page.

- 'FOR OFFICIAL USE ONLY ' at the bottom of each page that has FOUO but not classified.

- If a classified document also contains FOUO information or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page, under the classification marking: NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under Freedom of Information Act before public release

c. Mark other records, such as computer print outs, photographs, films, tapes, or slides 'FOR OFFICIAL USE ONLY' so that the receiver or viewer knows the record contains FOUO information.

d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the text begins.

e. Make sure that documents, which transmit FOUO materials, call attention to any FOUO attachments.

f. Any FOUO material released to a contractor by a DOD User Agency must have the following statement on the front page or cover: **THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION(S) APPLY.**

3. **STORAGE:** To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when internal building security is provided. When there is no internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.

4. **TRANSMISSION:** FOUO material shall be transported via first class mail, parcel post, or fourth class mail for bulk shipments. Transmit FOUO message traffic via approved secure communication system. Discussion of FOUO material over a secure telephone is authorized if necessary for performance of the contract. FOUO information shall be transmitted over telephone lines with encryption.

5. **RELEASE:** FOUO information shall not be released outside the contractor's facility except to representatives of the DOD but via the Government Contracting Officer.

6. **DESTRUCTION:** When no longer needed, FOUO information may be disposed of by any method, which will preclude its disclosure to unauthorized individuals.

CONTINUATION SHEET FOR CONTRACT M67854-05-R-7047

ATTACHMENT B

AUTOMATED INFORMATION SYSTEMS (AIS) PERSONNEL SECURITY PROGRAM REQUIREMENTS

The U.S. Government conducts trustworthiness investigations of personnel who require access to unclassified information and who perform AIS duties (formally known as ADP). Requirements for these investigations are outlined in Appendix 10 of DoD 5200.2-R, which is available at http://www.dtic.mil/whs/directives. Falsification of information submitted for any government-conducted investigation may result in contract default. The contractor shall include all of these requirements in any subcontracts involving AIS support.

Personnel performing work on AIS may be either a U.S. citizen or an Immigrant Alien (except as noted below). An Immigrant Alien is defined as a foreign national lawfully admitted to the United States for permanent residence. These personnel shall be designated as filling one of the three AIS Categories listed below. The Contracting Officer's Representative (COR) or Technical Representative (TR) shall determine if they or the contractor shall assign the AIS category to contractor personnel and inform the contractor of their determination. If it is decided the contractor shall make the assignment, the COR or TR must concur with the designation.

AIS Category I (High Risk) - may be filled by U.S. citizens only. Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; has a major responsibility for direction, planning, and design of a computer system, including the hardware and software; or can access a system during the operation or maintenance in such a way, and with relatively high risk for causing grave damage or realizing significant personal gain. Personnel whose duties meet the criteria for AIS Category I designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR), the updated standard for the BI listed in DoD 5200.2-R. The SSBI or SSBI-PR shall be updated every 5 years.

AIS Category II (Moderate Risk)- positions in which the incumbent is responsible for the direction, planning, design, operation or maintenance or a computer system, and whose work is technically reviewed by a higher authority at the AIS Category I level to insure the integrity or the system. Personnel whose duties meet the criteria for an AIS Category II designation require a favorably adjudicated National Agency Check (NAC), instead of the DNACI/NACI listed in DoD 5200.2-R.

AIS Category III - all other positions. Personnel whose duties meet the criteria for an AIS Category III designation require a favorably adjudicated NAC.

If an employee has a personnel security investigation at the appropriate level without a break in service for more than 24 months, with favorable adjudication, and in the case of AIS Category I is less than 5 years old, you do not need to submit an additional Electronic Personnel Security Questionnaire (EPSQ) for the trustworthiness determination. If required, the contractor will ensure personnel designated AIS category I, II, or III complete the EPSQ Standard Form (SF) 85P and provide it to their company's designated reviewer for and initial suitability determination. The reviewer will use the criteria outlined in Appendix G, SECNAVINST 5510.30A to make this initial determination. If, based on this initial review, the contractor gives the employee a negative trustworthiness determination the contractor will identify a replacement to the COR reviewer will submit their EPSQs to Defense Security Service (DSS). Investigative packages shall be submitted for all personnel in AIS Category I, II, or III prior to the employee being granted access to the AIS. Specific guidelines for obtaining software and submission of EPSQs are available at the DSS Web Site (www.dss.mil). If you are unfamiliar with the EPSQ SF85P, you may contact your contact you local DSS office for further information.

Investigation results shall be returned to Commanding General, MARCORSYSCOM, Attn: Security, 2200 Lester Street ., Quantico, VA 22134 for a trustworthiness determination. MARCORSYSCOM Quantico will notify the contractor or its decision. The contractor will promptly replace any individual for whom MARCORSYSCOM has communicated a negative trustworthiness determination.

The contractor will include the AIS Category for each person so designated on Visit Authorization Letters (VAL). VALs will be sent to the following address: Commanding General, MARCORSYSCOM, ATTN: Security, 2200 Lester St., Quantico, VA 22134.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

Public reporting burden for this collection of Information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Hwy, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington DC20503

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1.CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0001	06 April 2006	M95450-06-RC-64408	

6. ISSUED BY CODE [M67854]

COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: Patricia A. Pagonis
Phone: 703-432-4191 Email: Patricia.Pagonis@usmc.mil

7. ADMINSTERED BY CODE [S2101A]

DCMA MARYLAND
Attn: Mr. David Mason 410-962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR
Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
[redacted] (b)(4)
CAGE: 78205 [redacted] TIN: 361115800 CCR: VERIFIED

10. DELIVER TO FOB POINT BY DATE
SEE SECTION F

11. MARK IF BUSINESS IS
[ ]SMALL
[ ]SMALL DISAD
[ ]WOMEN OWN

12. DISCOUNT TERMS

13. MAIL INVOICES TO
SEE SECTION G

14. SHIP TO CODE [ ]
SEE SECTION F

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS, OH 43218-2264
PHONE: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SECTION G

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20 QUANTITY ORDERED ACCEPTED	21. UNIT.	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY STEVEN L. RIFFE, CONTRACTING OFFICER

25. TOTAL [redacted] (b)(4)

29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO

[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

The purpose of this delivery order is to order First Article Test, IISR, and CDRL. Accordingly Delivery Order No. 0001 is placed agains Contract No. M67854-06-D-7022 as follows:

1. Section B Supplies or Services and Prices

CLIN/SLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Integrated Intra Squad Radio (IISR) First Article Test (FAT) ACRN AA	20	EA	[redacted] (b)(4)	[redacted]
0002AB	IISR CY 2006 FOB: Destination ACRN AA	10,001	EA	[redacted]	[redacted]
0004	Contract Data Requirements List	1	LOT	[redacted]	[redacted]
Total Amount Obligated By This Delivery Order					[redacted]

2. Section C Descriptions and specifications

Provide CLIN 0001, SLIN 0002AB, and CLIN 0004 in accordance with Contract No. M67854-06-D-7022, Section B and the attachments listed in Section J (Attachment 1, Statement of Work, Attachment 2, Performance Specification, Attachment 3, Contract Security Classification Specification DD Form 254, and Exhibits A-N, Contract Data Requirements List).

3. Section D Packaging and Marking

Packaging and marking for CLIN 0001, SLIN 0002AB, and CLIN 0004 shall be provided in accordance with Contract No. M67854-06-D-7022, Section D-1.

MARKING INSTRUCTIONS

CLIN 0001—First Article Test to remain with the manufacturer

CLIN 0002—IISR
Ship to:
SPAWARSYSCEN CHARLESTON
ATTN: Rodney Musselman, Code 6251
843-218-4155
2921 Avenue B North
Bldg. 1639 (DODACC N65236)
North Charleston, SC 29405-1821

CLIN 0004—Contract Data Requirements List
Ship to:
MARSORSYSCOM
ATTN: GySgt Oatridge Email: Stephen.Oatridge@usmc.mil
2200 Lester Ave
Quantico, VA 22134-6050

4. Section E Inspection and Acceptance

Inspect at point of origin. Acceptance of work performed under this contract will be conducted at destination by the Project Officer, GySgt Stephen B. Oatridge 703-432-4345 or duly authorized representative.

5. Section F Deliveries or Performance

CLIN 0001—First Article Test to be delivered in accordance with Section F-2 of Contract No. M67854-06-D-7022 (NLT 100 days after contract award).

CLIN 0002—10,001 IISR to be delivered in accordance with Section F-2 of Contract No. M67854-06-D-7022 (1000 IISR a month within 60 days after government acceptance of FAT).

CLIN 0004—CDRLS to be delivered under this order are A001-A002, B001, C001, D001-D002, E001, F001, G001, H001, J001, K001-K004, L001-L002, M001, and N001

6. Section G Contract Administration Data

POST AWARD CONFERENCE

A mutually agreed upon date will be set for Post Award Conference (PAC). PAC will be held in accordance with Section G-1 of Contract No. M67854-06-D-7022 (NLT 30 days after contract award).

PRODUCTION READINESS REVIEW AND IN PROCESS REVIEW

PRR and IPR will be performed in accordance with Contract No. M67854-06-D-7022 Sections G-2 and G-3, respectively. A mutually agreed upon date will be set for these reviews.

ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification citation number contained in the accounting data sheet attached to the contract delivery order, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, sub-line item, task and subtask listed in the schedule or SOW shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

Accounting and Appropriation Data

The funds associated with this delivery order are as follows:

ACRN	CLINS/SLINS	APPROPORIATION DATA	DOLLARS
AA	0001	**17611094633 310 67854 067443 2D 4633B4 45006RC64408**	[redacted]
AA	0002AB	**17611094633 310 67854 067443 2D 4633B4 45006RC64408**	[redacted]
Total Amount Funded By This Order			[redacted]

Funding Document No. M95450-06-RC-64408

Project Officer
GYSGT Stephen B. Oatridge
Phone: 703-432-4345
Email: Stephen.Oatridge@usmc.mil

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this Delivery Order in accordance with the CLIN/ACRN association specified in Schedule "B" of this Delivery Order. All request for payment by the contractor made against this Delivery Order that fail to specify a CLIN/ACRN association shall be rejected by the Government Payment Office.

7. Delivery Order 0001 hereby obligates [redacted] All other terms and conditions of Contract No. M67854-06-[redacted]anged and in full force and effect.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0002	21 Aug 06	M67854-06-RC-8GG04	DO-A70

6. ISSUED BY CODE [M67854]
Commanding General
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-6050

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [78205] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Dl.
Columbia, MD 21046
Attention: (b)(4)

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. DISCOUNT TERMS
NET-30

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR — SIGNATURE — TYPED NAME AND TITLE — DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
ACRN AA: 1761106 27AO 260 67854 067443 2D M67854 BA8G6RC8GG04 (b)(4)

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY STEPHEN L RIFFE, CONTRACTING OFFICER, USMC

25. TOTAL (b)(4)
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment

DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003AC	Battery	1000	EA	[redacted]	[redacted]
0005AA	Training/Computer Based Training	1	EA	[redacted]	[redacted]
0005AB	Operator Training CONUS	30	EA	[redacted]	[redacted]
0005AC	Operator Training OCONUS	5	EA	[redacted]	[redacted]
0005AD	Maintenance Training CONUS	5	EA	[redacted]	[redacted]
0005AF	Operator Training OCONUS	5	EA	[redacted]	[redacted]
0008AA	Line Replaceable Unit (LRU)	500	EA	[redacted]	[redacted]
0008AB	Shop Replacement Unit	500	EA	[redacted]	[redacted]
	TOTAL ORDER			[redacted]	[redacted]

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	**ITEM**	**QUANTITY**	**DELIVER BY**
SPAWARS	0008AA	500	January 15, 2007
ATTN: R. MUSSELMAN, CODE 6251	0003AC	1000	January 15, 2007
2921 AVENUE B NORTH	0008AB	500	January 15, 2007
BLDG 1639 (DODAAC N65236)	0005AA	1	January 15, 2007
NORTH CHARLESTON, SC 29405-1821			

The period of performance for this order consists of a twelve (12) month period from 21 August 2006 through 20 August 2007. Line Items 0005AB for a quantity of 30 EA, 0005AF for a quantity of 5 EA, 0005AD for a quantity of 5 EA, and 0005AC for a quantity of 5 EA will be completed within the twelve (12) month period of performance and/or by 20 August 2007.

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (January 2004)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0002**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0003	27 Sep 06	M95450-06-RC-64408-0001	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: STEPHEN L. RIFFE, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention [redacted] (b)(4)

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. DISCOUNT TERMS
NET-30

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
ACRN AA: 1761109 4633 310 67854 067443 2D 4633B4 45006RC64408 [redacted] (b)(4)

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY STEPHEN L. RIFFE, CONTRACTING OFFICER, USMC

25. TOTAL [redacted] (b)(4)
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REP.

36. I certify this account is correct and proper for payment

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

27. SHIP NO | 28. D.O. VOUCHER NO. | 30. INITIALS
[ ] PARTIAL
[ ] FINAL

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002AB	IISR CY2006; Funded by ACRN AA	12,000	EA	[redacted] (b)(4)	
	TOTAL ORDER				

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	12,000	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0003**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0004	28 Sep 06	See Page 2	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: SUSANNE BREEDEN, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention: (b)(4)

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. DISCOUNT TERMS
NET-30

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR — SIGNATURE — TYPED NAME AND TITLE — DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Page 2

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY JEFFREY T. CAMPBELL, CONTRACTING OFFICER, USMC

25. TOTAL (b)(4)
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP NO.
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment

DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002AB	IISR CY2006	[redacted]	EA	[redacted]	
	ACRN AA				
	ACRN AB				
	TOTAL ORDER				

<u>**Accounting and Appropriation Data:**</u>

ACRN AA: 9740354 27D0 310 67854 067443 2D 1005S1 00006RC4R059 M9545006RC4R059 [redacted]

ACRN AB: 17511094633 310 67854 067443 2D 4633SG 45005RC54647 M9545005RC54647 [redacted]

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	[redacted]	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0004**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	see block 16C		

6. ISSUED BY CODE M67854

COMMANDING GENERAL
MARCORSYSCOM
2200 LESTER STREET
QUANTICO, VA 22134-6050
POC: Ms. Patricia Pagonis 703-432-4191
Patricia.pagonis@usmc.mil

7. ADMINISTERED BY (if other than item 6) CODE S2101A

DCMA MARYLAND
Attn: Mr. David Mason 410-962-9949
Email: David.Mason@dcma.mil
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
[redacted] (b)(4)

CODE FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
M67854-06-D-7022

10B. DATED *(SEE ITEM 13)*
06 April 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties; FAR 43.103(a)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor (X) is not, ( ) is required to sign this document and return original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Stephen L. Riffe, Contracting Officer Marine Corps Systems Command	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED APR 17 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to 1) assign DCMA to the contract, and 2) assign contract payment office. Accordingly, Contract No. M67854-06-D-7022 is modified as follows:

1. Revise Standard Form 33 as follows:

   a. Revise block 24, to be administered by:

   DCMA MARYLAND
   ATTN: MR. DAVID MASON 410-962-9949 Email: David.Mason@dcma.mil
   217 EAST REDWOOD STREET SUITE 1800
   BALTIMORE, MD 21202-5299

   b. Revise block 25, payment will be made by:

   DFAS COLUMBUS CENTER CODE: HQ0338
   DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
   P.O. BOX 182264
   COLUMBUS, OH 43218-2264
   PHONE: 800-756-4571

2. Except as modified herein, all other terms and conditions, including the price, of Contract No. M67854-06-D-7022 remain in full force and effect.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved OMB No 0704-0187 Expires Jun 30, 1997

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0001	06 April 2006	M95450-06-RC-64408	

6. ISSUED BY CODE [M67854]

COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: Patricia A. Pagonis
Phone: 703-432-4191 Email: Patricia.Pagonis@usmc.mil

7. ADMINSTERED BY CODE [S2101A]

DCMA MARYLAND
Attn: Mr. David Mason 410-962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB

[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR

Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
POC: Ed Bark
Phone: 1-877-873-4668 ext 6232 Email: Edward.Bark@motorola.com

CAGE: 78205 DUNS: 069373090 TIN: 361115800 CCR: VERIFIED

10. DELIVER TO FOB POINT BY DATE
SEE SECTION F

11. MARK IF BUSINESS IS
[ ]SMALL
[ ]SMALL DISAD
[ ]WOMEN OWN

12. DISCOUNT TERMS

13. MAIL INVOICES TO
SEE SECTION G

14. SHIP TO CODE [ ]

SEE SECTION F

15. PAYMENT WILL BE MADE BY CODE [HQ0338]

DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS, OH 43218-2264
PHONE: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SECTION G

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA

BY STEPHEN L. RIFE, CONTRACTING OFFICER

25. TOTAL $11,660,095.00

29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment.

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

The purpose of this delivery order is to order First Article Test, IISR, and CDRL. Accordingly Delivery Order No. 0001 is placed agains Contract No. M67854-06-D-7022 as follows:

1. **Section B Supplies or Services and Prices**

CLIN/SLIN	SUPPLIES/SERVICES	QTY	UNIT	[redacted] (b)(4)
0001	Integrated Intra Squad Radio (IISR) First Article Test (FAT) ACRN AA	20	EA	
0002AB	IISR CY 2006 FOB: Destination ACRN AA	10,001	EA	
0004	Contract Data Requirements List	1	LOT	
Total Amount Obligated By This Delivery Order				**$11,660,095.00**

2. **Section C Descriptions and specifications**

Provide CLIN 0001, SLIN 0002AB, and CLIN 0004 in accordance with Contract No. M67854-06-D-7022, Section B and the attachments listed in Section J (Attachment 1, Statement of Work, Attachment 2, Performance Specification, Attachment 3, Contract Security Classification Specification DD Form 254, and Exhibits A-N, Contract Data Requirements List).

3. **Section D Packaging and Marking**

Packaging and marking for CLIN 0001, SLIN 0002AB, and CLIN 0004 shall be provided in accordance with Contract No. M67854-06-D-7022, Section D-1.

MARKING INSTRUCTIONS

CLIN 0001—First Article Test to remain with the manufacturer

CLIN 0002—IISR
Ship to:
SPAWARSYSCEN CHARLESTON
ATTN: Rodney Musselman, Code 6251
843-218-4155
2921 Avenue B North
Bldg. 1639 (DODACC N65236)
North Charleston, SC 29405-1821

CLIN 0004—Contract Data Requirements List
Ship to:
MARSORSYSCOM
ATTN: GySgt Oatridge Email: Stephen.Oatridge@usmc.mil
2200 Lester Ave
Quantico, VA 22134-6050

4. Section E Inspection and Acceptance

Inspect at point of origin. Acceptance of work performed under this contract will be conducted at destination by the Project Officer, GySgt Stephen B. Oatridge 703-432-4345 or duly authorized representative.

5. Section F Deliveries or Performance

CLIN 0001—First Article Test to be delivered in accordance with Section F-2 of Contract No. M67854-06-D-7022 (NLT 100 days after contract award).

CLIN 0002—10,001 IISR to be delivered in accordance with Section F-2 of Contract No. M67854-06-D-7022 (1000 IISR a month within 60 days after government acceptance of FAT).

CLIN 0004—CDRLS to be delivered under this order are A001-A002, B001, C001, D001-D002, E001, F001, G001, H001, J001, K001-K004, L001-L002, M001, and N001

6. Section G Contract Administration Data

POST AWARD CONFERENCE

A mutually agreed upon date will be set for Post Award Conference (PAC). PAC will be held in accordance with Section G-1 of Contract No. M67854-06-D-7022 (NLT 30 days after contract award).

PRODUCTION READINESS REVIEW AND IN PROCESS REVIEW

PRR and IPR will be performed in accordance with Contract No. M67854-06-D-7022 Sections G-2 and G-3, respectively. A mutually agreed upon date will be set for these reviews.

ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification citation number contained in the accounting data sheet attached to the contract delivery order, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, sub-line item, task and subtask listed in the schedule or SOW shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

Accounting and Appropriation Data

The funds associated with this delivery order are as follows:

ACRN	CLINS/SLINS	APPROPORIATION DATA	DOLLARS
AA	0001	17611094633 310 67854 067443 2D 4633B4 45006RC64408	[redacted] (b)(4)
AA	0002AB	17611094633 310 67854 067443 2D 4633B4 45006RC64408	
Total Amount Funded By This Order			**$11,660,095.00**

Funding Document No. M95450-06-RC-64408

Project Officer
GYSGT Stephen B. Oatridge
Phone: 703-432-4345
Email: Stephen.Oatridge@usmc.mil

<u>APPROPRIATION DATA/SPECIAL INSTRUCTIONS:</u> The Government Payment Office shall make all payments against this Delivery Order in accordance with the CLIN/ACRN association specified in Schedule "B" of this Delivery Order. All request for payment by the contractor made against this Delivery Order that fail to specify a CLIN/ACRN association shall be rejected by the Government Payment Office.

7. Delivery Order 0001 hereby obligates $11,660,095.00. All other terms and conditions of Contract No. M67854-06-D-7022 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1	OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
01	See Block 16C	N/A	

6. ISSUED BY CODE M67854
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: RENEE' GAUDREAU (703)432-4275

7. ADMINISTERED BY (if other than item 6) CODE S3305A
DCMA – MARYLAND
Attn: Mr. David Mason 410-962-9949
Email: David.Mason@dcma.mil
217 East Redwood Street Suite 1800
Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
POC: Rod Morrill
Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com
Cage: 78205 DUNS: 069373090

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
M67854-06-D-7022 0001

10B. DATED (SEE ITEM 13)
06 APR 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return __1__ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		Stephen L. Riffe UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Jim Tucker (Signature of person authorized to sign)	Dec 11 2006	BY (Signature of Contracting Officer)	DEC 13 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

FROM:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	10,001	[redacted] (b)(4)	

TO:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	10,001	[redacted] (b)(4)	
	Multikey Encryption M/N: H869 ACRN AB	**10,001**		
	Encrypted Stun/Kill, TX LED disabled, Clear Mode Alert M/N: QA00419SP ACRN AB	**10,001**		
	Front Pad Programming(FPP) to include Clone Capability M/N: Q53AE ACRN AB	**10,001**		
			Total	**$14,963,496.20**

2. Add the following Accounting and Appropriation data as follows:

ACRN AB: 17611094631 310 67854 067443 2D M95450 7RC64910120E **$3,462,346.20**

3. As a result of this modification the total price of this delivery order shall increase by **$3,462,346.20.**

4. All other terms and conditions of the contract remain unchanged.

ORDER FOR SUPPLIES OR SERVICES
(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0002	21 Aug 06	M67854-06-RC-8GG04	DO-A70

6. ISSUED BY CODE [M67854]
Commanding General
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-6050

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [78205] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Dl.
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

12. DISCOUNT TERMS
NET-30

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
ACRN AA: 1761106 27AO 260 67854 067443 2D M67854 BA8G6RC8GG04 **$1,415,400.26**

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY STEPHEN L RIFFE, CONTRACTING OFFICER, USMC

25. TOTAL **$1,415,400.26**
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP NO. [ ] PARTIAL [ ] FINAL
28. D.O. VOUCHER NO.
30. INITIALS
31. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL
32. PAID BY
33. AMOUNT VERIFIED CORRECT FOR
34. CHECK NUMBER
35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment
DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003AC	Battery	1000	EA	[redacted]	[redacted]
0005AA	Training/Computer Based Training	1	EA	[redacted]	[redacted]
0005AB	Operator Training CONUS	30	EA	[redacted]	[redacted]
0005AC	Operator Training OCONUS	5	EA	[redacted]	[redacted]
0005AD	Maintenance Training CONUS	5	EA	[redacted]	[redacted]
0005AF	Operator Training OCONUS	5	EA	[redacted]	[redacted]
0008AA	Line Replaceable Unit (LRU)	500	EA	[redacted]	[redacted]
0008AB	Shop Replacement Unit	500	EA	[redacted]	[redacted]
	TOTAL ORDER				**$1,415,400.26**

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS	0008AA	500	January 15, 2007
ATTN: R. MUSSELMAN, CODE 6251	0003AC	1000	January 15, 2007
2921 AVENUE B NORTH	0008AB	500	January 15, 2007
BLDG 1639 (DODAAC N65236)	0005AA	1	January 15, 2007
NORTH CHARLESTON, SC 29405-1821			

The period of performance for this order consists of a twelve (12) month period from 21 August 2006 through 20 August 2007. Line Items 0005AB for a quantity of 30 EA, 0005AF for a quantity of 5 EA, 0005AD for a quantity of 5 EA, and 0005AC for a quantity of 5 EA will be completed within the twelve (12) month period of performance and/or by 20 August 2007.

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (January 2004)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0002**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 01

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE M67854

COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: RENEE' GAUDREAU (703)432-4275

7. ADMINISTERED BY (If other than item 6) CODE S3305A

DCMA – MARYLAND
Attn: Mr. David Mason 410-962-9949
Email: David.Mason@dcma.mil
217 East Redwood Street Suite 1800
Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
POC: Rod Morrill
Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com
Cage: 78205 DUNS: 069373090

CODE

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0002

10B. DATED *(SEE ITEM 13)* 06 APR 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modfication is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)

Jim L. Tucker, V.P., Motorola Sales and Services, Inc.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Stephen L. Riffe, UNITED STATES MARINE CORPS

15B. CONTRACTOR/OFFEROR

Jim Tucker

(Signature of person authorized to sign)

15C. DATE SIGNED Dec 11 2006

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED DEC 13 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

FROM:

Item	Description	QTY	Unit Price	Total Price
CLIN 0008AA	0008AA LINE REPLACEMENT UNIT(LRU)	500	(b)(4)	

TO:

Item	**Description**	**QTY**	**Unit Price**	**Total Price**
CLIN 0008AA	0008AA LINE REPLACEMENT UNIT(LRU)	500	(b)(4)	
0009AA	**Multikey Encryption M/N: H869 ACRN AB**	**500**		
0009AB	**Encrypted Stun/Kill, TX LED disabled, Clear Mode Alert M/N: QA00419SP ACRN AB**	**500**		
0009AC	**Front Pad Programming(FPP) to include Clone Capability M/N: Q53AE ACRN AB**	**500**		
			Total	**$887,100.00**

2. Add the following Accounting and Appropriation data as follows:

ACRN AB: 17611094631 310 67854 067443 2D M95450 7RC6491012OE (b)(4)

3. As a result of this modification the total price of this delivery order shall increase by (b)(4)

4. All other terms and conditions of the contract remain unchanged.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

Public reporting burden for this collection of Information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Hwy, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington DC20503

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0003	27 Sep 06	M95450-06-RC-64408-0001	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: STEPHEN L. RIFFE, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. DISCOUNT TERMS
NET-30

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
ACRN AA: 1761109 4633 310 67854 067443 2D 4633B4 45006RC64408 $13,800,000.00

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY STEPHEN L RIFFE, CONTRACTING OFFICER, USMC

25. TOTAL **$13,800,000.00**
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP NO.
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002AB	IISR CY2006; Funded by ACRN AA	12,000	EA	[redacted] (b)(4)	[redacted]
	TOTAL ORDER			[redacted]	**$13,800,000.00**

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	12,000	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0003**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
01	See Block 16C	N/A	

6. ISSUED BY CODE M67854	7. ADMINISTERED BY (if other than item 6) CODE S3305A
COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: RENEE' GAUDREAU (703)432-4275	DCMA - MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Rod Morrill Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0003 10B. DATED *(SEE ITEM 13)* 06 APR 2006
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modfication is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		Stephen L. Riffe, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR Jim Tucker *(Signature of person authorized to sign)*	15C. DATE SIGNED 14 Dec 2006	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED DEC 18 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

FROM:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	12,000	(b)(4)	

TO:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	12,000	(b)(4)	
0009AA	**Multikey Encryption M/N: H869 ACRN AC: $479,787.00 ACRN AD: $2,123,253.00**	**11,600**		
0009AB	**Encrypted Stun/Kill, TX LED Disabled, Clear Mode Alert M/N: QA00419SP ACRN AC**	**11,600**		
0009AC	**Front Pad Programming (FPP) to include Clone Capability M/N: Q53AE ACRN AC**	**11,600**		
			Total	**$17,815,920.00**

2. Add the following Accounting and Appropriation data as follows:

ACRN AC: 17611094631 310 67854 067443 2D M95450 7RC64910120E (b)(4)

ACRN AD: 17611094633 310 67854 067443 2D 4633SS 00007RC64924

3. As a result of this modification the total price of this delivery order shall increase by **$4,015,920.00.**

4. All other terms and conditions of the contract remain unchanged.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

Public reporting burden for this collection of Information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Hwy, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington DC20503

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0004	28 Sep 06	See Page 2	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: SUSANNE BREEDEN, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMENOWN

12. DISCOUNT TERMS
NET-30

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Page 2

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY JEFFREY T. CAMPBELL, CONTRACTING OFFICER, USMC

25. TOTAL $2,025,540.00
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT		
0002AB	IISR CY2006	1,674	EA	(b)(4)	
	ACRN AA	(b)(4)			
	ACRN AB				
	TOTAL ORDER				$2,025,540.00

Accounting and Appropriation Data:

ACRN AA: 9740354 27D0 310 67854 067443 2D 1005S1 00006RC4R059 M9545006RC4R059 (b)(4)

ACRN AB: 17511094633 310 67854 067443 2D 4633SG 45005RC54647 M9545005RC54647 (b)(4)

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	1,674	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0004**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0004	28 Sep 06	See Page 2	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: SUSANNE BREEDEN, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. DISCOUNT TERMS
NET-30

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR — SIGNATURE — TYPED NAME AND TITLE — DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Page 2

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY JEFFREY T. CAMPBELL, CONTRACTING OFFICER, USMC

25. TOTAL $2,025,540.00
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment

DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002AB	IISR CY2006	1,674	EA	[redacted] (b)(4)	
	ACRN AA	[redacted] (b)(4)			
	ACRN AB				
	TOTAL ORDER				$2,025,540.00

Accounting and Appropriation Data:

ACRN AA: 9740354 27D0 310 67854 067443 2D 1005S1 00006RC4R059 M9545006RC4R059 [redacted] (b)(4)

ACRN AB: 17511094633 310 67854 067443 2D 4633SG 45005RC54647 M9545005RC54647 [redacted] (b)(4)

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	1,674	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0004**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
01	See Block 16C	N/A	

6. ISSUED BY CODE M67854	7. ADMINISTERED BY (If other than Item 6) CODE S3305A
COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: RENEE' GAUDREAU (703)432-4275	DCMA – MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Rod Morrill Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0004 10B. DATED *(SEE ITEM 13)* 06 APR 2006
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return __1__ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modfication is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		Stephen L. Riffe, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED Dec 11 2006	16B. UNITED STATES OF AMERICA BY ____ (Signature of Contracting Officer)	16C. DATE SIGNED DEC 13 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

FROM:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	1,674	[redacted] (b)(4)	

TO:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006 to include the following:	1,674	[redacted] (b)(4)	
	Multikey Encryption M/N: H869			
0009AA	**ACRN AC**	**1,674**		
	Encrypted Stun/Kill, TX LED disabled, Clear Mode Alert M/N: QA00419SP			
0009AB	**ACRN AC**	**1,674**		
	Front Pad Programming(FPP) to include Clone Capability M/N: Q53AE			
0009AC	**ACRN AC**	**1,674**		

2. Add the following Accounting and Appropriation data as follows:

ACRN AC: 17611094631 310 67854 067443 2D M95450 7RC6491012OE [redacted] (b)(4)

3. As a result of this modification the total price of this delivery order shall increase by [redacted] (b)(4)

4. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1	OF PAGES 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
02	See Block 16C	N/A	

6. ISSUED BY CODE M67854	7. ADMINISTERED BY (if other than item 6) CODE S3305A
COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: GINGER CYGANIEWICZ (703)432-3254	DCMA – MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Rod Morrill Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0004 10B. DATED (SEE ITEM 13) 28 SEP 2006
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Below

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor (X) is not, ( ) is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

A. The purpose of this modification is to correct the line of accounting for ACRN AB

FROM: 17611094633 310 67854 067443 2d 4633SG 45005RC54647 M9545005RC54647
TO: 17611094633 310 67854 067443 2d 4633SG 45005RC54647 M9545005RC54674

B. All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen L. [illegible]e, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED JAN 18 2007

STANDARD FORM 30 (REV. 10-83)
Prescribed by

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE see block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*	
6. ISSUED BY CODE M67854 COMMANDING GENERAL MARCORSYSCOM 2200 LESTER STREET QUANTICO, VA 22134-6050 POC: Ms. Patricia Pagonis 703-432-4191 Patricia.pagonis@usmc.mil		7. ADMINISTERED BY (if other than item 6) CODE S2101A DCMA MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299		

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Ed Bark Phone: 1-877-873-4668 ext 6232 Email: Edward.Bark@motorola.com CAGE: 78205 DUNS: 069373090 TIN: 361115800		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 10B. DATED *(SEE ITEM 13)* 06 April 2006
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties; FAR 43.103(a)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor (X) is not, ( ) is required to sign this document and return original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen L. Riffe, Contracting Officer Marine Corps Systems Command	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED APR 17 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to 1) assign DCMA to the contract, and 2) assign contract payment office. Accordingly, Contract No. M67854-06-D-7022 is modified as follows:

1. Revise Standard Form 33 as follows:

   a. Revise block 24, to be administered by:

   DCMA MARYLAND
   ATTN: MR. DAVID MASON 410-962-9949 Email: David.Mason@dcma.mil
   217 EAST REDWOOD STREET SUITE 1800
   BALTIMORE, MD 21202-5299

   b. Revise block 25, payment will be made by:

   DFAS COLUMBUS CENTER CODE: HQ0338
   DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
   P.O. BOX 182264
   COLUMBUS, OH 43218-2264
   PHONE: 800-756-4571

2. Except as modified herein, all other terms and conditions, including the price, of Contract No. M67854-06-D-7022 remain in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. *(If applicable)*	

6. ISSUED BY CODE M67854	7. ADMINISTERED BY (if other than item 6) CODE S3305A
COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: RENEE' GAUDREAU (703)432-4275	DCMA – MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Ed Bark Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022
CODE — FACILITY CODE		10B. DATED *(SEE ITEM 13)* 06 APR 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to:

1. **Create CLIN 0009 and SubClin's 0009AA – 0009AC for IISR Radio Software enhancements on a Firm Fixed price basis.**
2. **Replace Performance Specifications dated 04 August 2005 which are listed as attachment 2 in the basic contract with current performance specifications dated 26 Sep 2006.**

Accordingly, subject contract is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		Stephen L. Riffe, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR Jim Tucker *(Signature of person authorized to sign)*	15C. DATE SIGNED 12/8/06	16B. UNITED STATES OF AMERICA BY ______ *(Signature of Contracting Officer)*	16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

Public reporting burden for this collection of Information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Hwy, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington DC20503

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0001	06 April 2006	M95450-06-RC-64408	

6. ISSUED BY CODE [M67854]

COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: Patricia A. Pagonis
Phone: 703-432-4191 Email: Patricia.Pagonis@usmc.mil

7. ADMINSTERED BY CODE [S2101A]

DCMA MARYLAND
Attn: Mr. David Mason 410-962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR
Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
POC: Ed Bark
Phone: 1-877-873-4668 ext 6232 Email: Edward.Bark@motorola.com

CAGE: 78205 DUNS: 069373090 TIN: 361115800 CCR: VERIFIED

10. DELIVER TO FOB POINT BY DATE
SEE SECTION F

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

12. DISCOUNT TERMS

13. MAIL INVOICES TO
SEE SECTION G

14. SHIP TO CODE [ ]

SEE SECTION F

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS, OH 43218-2264
PHONE: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR — SIGNATURE — TYPED NAME AND TITLE — DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE SECTION G

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY STEPHEN L. RIFFE, CONTRACTING OFFICER

25. TOTAL **$11,660,095.00**

29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

34. CHECK NUMBER

36. I certify this account is correct and proper for payment

DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

35. BILL OF LADING NO.

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

The purpose of this delivery order is to order First Article Test, IISR, and CDRL. Accordingly Delivery Order No. 0001 is placed agains Contract No. M67854-06-D-7022 as follows:

1. Section B Supplies or Services and Prices

CLIN/SLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Integrated Intra Squad Radio (IISR) First Article Test (FAT) ACRN AA	20	EA		
0002AB	IISR CY 2006 FOB: Destination ACRN AA	10,001	EA	(b)(4)	
0004	Contract Data Requirements List	1	LOT		
Total Amount Obligated By This Delivery Order					**$11,660,095.00**

2. Section C Descriptions and specifications

Provide CLIN 0001, SLIN 0002AB, and CLIN 0004 in accordance with Contract No. M67854-06-D-7022, Section B and the attachments listed in Section J (Attachment 1, Statement of Work, Attachment 2, Performance Specification, Attachment 3, Contract Security Classification Specification DD Form 254, and Exhibits A-N, Contract Data Requirements List).

3. Section D Packaging and Marking

Packaging and marking for CLIN 0001, SLIN 0002AB, and CLIN 0004 shall be provided in accordance with Contract No. M67854-06-D-7022, Section D-1.

MARKING INSTRUCTIONS

CLIN 0001—First Article Test to remain with the manufacturer

CLIN 0002—IISR
Ship to:
SPAWARSYSCEN CHARLESTON
ATTN: Rodney Musselman, Code 6251
843-218-4155
2921 Avenue B North
Bldg. 1639 (DODACC N65236)
North Charleston, SC 29405-1821

CLIN 0004—Contract Data Requirements List
Ship to:
MARSORSYSCOM
ATTN: GySgt Oatridge Email: Stephen.Oatridge@usmc.mil
2200 Lester Ave
Quantico, VA 22134-6050

4. Section E Inspection and Acceptance

Inspect at point of origin. Acceptance of work performed under this contract will be conducted at destination by the Project Officer, GySgt Stephen B. Oatridge 703-432-4345 or duly authorized representative.

5. Section F Deliveries or Performance

CLIN 0001—First Article Test to be delivered in accordance with Section F-2 of Contract No. M67854-06-D-7022 (NLT 100 days after contract award).

CLIN 0002—10,001 IISR to be delivered in accordance with Section F-2 of Contract No. M67854-06-D-7022 (1000 IISR a month within 60 days after government acceptance of FAT).

CLIN 0004—CDRLS to be delivered under this order are A001-A002, B001, C001, D001-D002, E001, F001, G001, H001, J001, K001-K004, L001-L002, M001, and N001

6. Section G Contract Administration Data

POST AWARD CONFERENCE

A mutually agreed upon date will be set for Post Award Conference (PAC). PAC will be held in accordance with Section G-1 of Contract No. M67854-06-D-7022 (NLT 30 days after contract award).

PRODUCTION READINESS REVIEW AND IN PROCESS REVIEW

PRR and IPR will be performed in accordance with Contract No. M67854-06-D-7022 Sections G-2 and G-3, respectively. A mutually agreed upon date will be set for these reviews.

ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification citation number contained in the accounting data sheet attached to the contract delivery order, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, sub-line item, task and subtask listed in the schedule or SOW shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

Accounting and Appropriation Data

The funds associated with this delivery order are as follows:

ACRN	CLINS/SLINS	APPROPORIATION DATA	DOLLARS
AA	0001	17611094633 310 67854 067443 2D 4633B4 45006RC64408	(b)(4)
AA	0002AB	17611094633 310 67854 067443 2D 4633B4 45006RC64408	
Total Amount Funded By This Order			**$11,660,095.00**

Funding Document No. M95450-06-RC-64408

Project Officer
GYSGT Stephen B. Oatridge
Phone: 703-432-4345
Email: Stephen.Oatridge@usmc.mil

<u>APPROPRIATION DATA/SPECIAL INSTRUCTIONS:</u> The Government Payment Office shall make all payments against this Delivery Order in accordance with the CLIN/ACRN association specified in Schedule "B" of this Delivery Order. All request for payment by the contractor made against this Delivery Order that fail to specify a CLIN/ACRN association shall be rejected by the Government Payment Office.

7. Delivery Order 0001 hereby obligates $11,660,095.00. All other terms and conditions of Contract No. M67854-06-D-7022 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
01	See Block 16C	N/A	

6. ISSUED BY CODE M67854
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: RENEE' GAUDREAU (703)432-4275

7. ADMINISTERED BY (if other than item 6) CODE S3305A
DCMA – MARYLAND
Attn: Mr. David Mason 410-962-9949
Email: David.Mason@dcma.mil
217 East Redwood Street Suite 1800
Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
POC: Rod Morrill
Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com
Cage: 78205 DUNS: 069373090
CODE FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
M67854-06-D-7022 0001

10B. DATED *(SEE ITEM 13)*
06 APR 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stephen L. Riffe, UNITED STATES MARINE CORPS

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Jim Tucker (Signature of person authorized to sign)	Dec 11 2006	BY (Signature of Contracting Officer)	DEC 13 2006

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

FROM:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	10,001	(b)(4)	

TO:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	10,001	(b)(4)	
	Multikey Encryption M/N: H869 ACRN AB	**10,001**		
	Encrypted Stun/Kill, TX LED disabled, Clear Mode Alert M/N: QA00419SP ACRN AB	**10,001**		
	Front Pad Programming(FPP) to include Clone Capability M/N: Q53AE ACRN AB	**10,001**		
			Total	**$14,963,496.20**

2. Add the following Accounting and Appropriation data as follows:

ACRN AB: 17611094631 310 67854 067443 2D M95450 7RC6491012OE (b)(4)

3. As a result of this modification the total price of this delivery order shall increase by (b)(4)

4. All other terms and conditions of the contract remain unchanged.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

Public reporting burden for this collection of Information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Hwy, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington DC20503

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0002	21 Aug 06	M67854-06-RC-8GG04	DO-A70

6. ISSUED BY CODE [M67854]
Commanding General
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134-6050

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [78205] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Dl.
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. DISCOUNT TERMS
NET-30

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR — SIGNATURE — TYPED NAME AND TITLE — DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
ACRN AA: 1761106 27AO 260 67854 067443 2D M67854 BA8G6RC8GG04 **$1,415,400.26**

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY STEPHEN L RIFFE, CONTRACTING OFFICER, USMC

25. TOTAL **$1,415,400.26**
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO — [ ] PARTIAL [ ] FINAL
28. D.O. VOUCHER NO.
30. INITIALS
31. PAYMENT — [ ] COMPLETE [ ] PARTIAL [ ] FINAL
32. PAID BY
33. AMOUNT VERIFIED CORRECT FOR
34. CHECK NUMBER
35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment
DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003AC	Battery	1000	EA		
0005AA	Training/Computer Based Training	1	EA		
0005AB	Operator Training CONUS	30	EA		
0005AC	Operator Training OCONUS	5	EA		
0005AD	Maintenance Training CONUS	5	EA	(b)(4)	
0005AF	Operator Training OCONUS	5	EA		
0008AA	Line Replaceable Unit (LRU)	500	EA		
0008AB	Shop Replacement Unit	500	EA		
	TOTAL ORDER				**$1,415,400.26**

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	**ITEM**	**QUANTITY**	**DELIVER BY**
SPAWARS	0008AA	500	January 15, 2007
ATTN: R. MUSSELMAN, CODE 6251	0003AC	1000	January 15, 2007
2921 AVENUE B NORTH	0008AB	500	January 15, 2007
BLDG 1639 (DODAAC N65236)	0005AA	1	January 15, 2007
NORTH CHARLESTON, SC 29405-1821			

The period of performance for this order consists of a twelve (12) month period from 21 August 2006 through 20 August 2007. Line Items 0005AB for a quantity of 30 EA, 0005AF for a quantity of 5 EA, 0005AD for a quantity of 5 EA, and 0005AC for a quantity of 5 EA will be completed within the twelve (12) month period of performance and/or by 20 August 2007.

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (January 2004)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0002**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE M67854 COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: RENEE' GAUDREAU (703)432-4275		7. ADMINISTERED BY (If other than item 6) CODE S3305A DCMA - MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Rod Morrill Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090	(X)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0002 10B. DATED (SEE ITEM 13) 06 APR 2006
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modfication is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen L. Riffe, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR Jim Tucker (Signature of person authorized to sign)	15C. DATE SIGNED Dec 11 2006	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED DEC 13 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

<u>FROM:</u>

Item	Description	QTY	Unit Price	Total Price
CLIN 0008AA	0008AA LINE REPLACEMENT UNIT(LRU)	500	(b)(4)	

<u>TO:</u>

Item	**Description**	**QTY**	**Unit Price**	**Total Price**
CLIN 0008AA	0008AA LINE REPLACEMENT UNIT(LRU)	500	(b)(4)	
0009AA	**Multikey Encryption M/N: H869 ACRN AB**	**500**		
0009AB	**Encrypted Stun/Kill, TX LED disabled, Clear Mode Alert M/N: QA00419SP ACRN AB**	**500**		
0009AC	**Front Pad Programming(FPP) to include Clone Capability M/N: Q53AE ACRN AB**	**500**		
			Total	**$887,100.00**

2. Add the following Accounting and Appropriation data as follows:

ACRN AB: 17611094631 310 67854 067443 2D M95450 7RC6491012OE (b)(4)

3. As a result of this modification the total price of this delivery order shall increase by (b)(4)

4. All other terms and conditions of the contract remain unchanged.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0003	27 Sep 06	M95450-06-RC-64408-0001	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: STEPHEN L. RIFFE, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. DISCOUNT TERMS
NET-30

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
ACRN AA: 1761109 4633 310 67854 067443 2D 4633B4 45006RC64408 $13,800,000.00

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY: STEPHEN L RIFFE, CONTRACTING OFFICER, USMC

25. TOTAL **$13,800,000.00**
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE | SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP NO.
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment

DATE | SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002AB	IISR CY2006; Funded by ACRN AA	12,000	EA	(b)(4)	
	TOTAL ORDER				**$13,800,000.00**

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	12,000	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0003**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
01	See Block 16C	N/A	

6. ISSUED BY CODE M67854	7. ADMINISTERED BY (if other than item 6) CODE S3305A
COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: RENEE' GAUDREAU (703)432-4275	DCMA – MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Rod Morrill Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0003 10B. DATED *(SEE ITEM 13)* 06 APR 2006
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return __1__ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modfication is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		Stephen L. Riffe, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR Jim Tucker *(Signature of person authorized to sign)*	15C. DATE SIGNED 14 Dec 2006	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED DEC 18 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

FROM:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	12,000	(b)(4)	

TO:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	12,000	(b)(4)	
0009AA	**Multikey Encryption M/N: H869 ACRN AC: $479,787.00 ACRN AD: $2,123,253.00**	**11,600**		
0009AB	**Encrypted Stun/Kill, TX LED Disabled, Clear Mode Alert M/N: QA00419SP ACRN AC**	**11,600**		
0009AC	**Front Pad Programming (FPP) to include Clone Capability M/N: Q53AE ACRN AC**	**11,600**		
			Total	**$17,815,920.00**

2. Add the following Accounting and Appropriation data as follows:

ACRN AC: 17611094631 310 67854 067443 2D M95450 7RC6491012OE (b)(4)

ACRN AD: 17611094633 310 67854 067443 2D 4633SS 00007RC64924 (b)(4)

3. As a result of this modification the total price of this delivery order shall increase by **$4,015,920.00.**

4. All other terms and conditions of the contract remain unchanged.

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

Public reporting burden for this collection of Information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Hwy, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington DC20503

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0004	28 Sep 06	See Page 2	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: SUSANNE BREEDEN, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. MARK IF BUSINESS IS
[ ]SMALL
[ ]SMALL DSAD
[ ]WOMEN OWN

11. DISCOUNT TERMS
NET-30

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR — SIGNATURE — TYPED NAME AND TITLE — DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Page 2

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY JEFFREY T. CAMPBELL, CONTRACTING OFFICER, USMC

25. TOTAL **$2,025,540.00**
29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

34. CHECK NUMBER

36. I certify this account is correct and proper for payment

DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

35. BILL OF LADING NO.

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002AB	IISR CY2006	1,674	EA	(b)(4)	
	ACRN AA	(b)(4)			
	ACRN AB				
	TOTAL ORDER				$2,025,540.00

Accounting and Appropriation Data:

ACRN AA: 9740354 27D0 310 67854 067443 2D 1005S1 00006RC4R059 M9545006RC4R059 (b)(4)

ACRN AB: 17511094633 310 67854 067443 2D 4633SG 45005RC54647 M9545005RC54647 (b)(4)

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	1,674	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the.**COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0004**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

Form Approved
OMB No 0704-0187
Expires Jun 30, 1997

Public reporting burden for this collection of Information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Hwy, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington DC20503

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER No.	2. DELIVERY ORDER No.	3. DATE OF ORDER	4. REQUISITION/PURCH REQUEST No.	5. PRIORITY
M67854-06-D-7022	0004	28 Sep 06	See Page 2	DO-A70

6. ISSUED BY CODE [M67854]
COMMANDING GENERAL
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VA 22134-6050
ATTN: SUSANNE BREEDEN, CT027

7. ADMINSTERED BY CODE [S2101A]
DCMA Maryland
ATTN: Mr. Mason (410) 962-9949
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE [ ] FACILITY [ ]
Motorola
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046
Attention: Mr. Bark

10. DELIVER TO FOB POINT BY DATE
See Schedule

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISAD
[ ] WOMEN OWN

11. DISCOUNT TERMS
NET-30

13. MAIL INVOICES TO
See Schedule

14. SHIP TO CODE [ ]
See Schedule

15. PAYMENT WILL BE MADE BY CODE [HQ0338]
DFAS Columbus Center
DFAS-CO/South Entitlement Operations
P O BOX 182264
Columbus, OH 43218-2264
Phone: 800-756-4571

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER			
	DELIVERY	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your QUOTE

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR — SIGNATURE — TYPED NAME AND TITLE — DATE SIGNED

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Page 2

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICE	20. QUANTITY ORDERED ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY JEFFREY T. CAMPBELL, CONTRACTING OFFICER, USMC

25. TOTAL **$2,025,540.00**

29. DIFFERENCE

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REP.

27. SHIP TO
[ ] PARTIAL
[ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

34. CHECK NUMBER

36. I certify this account is correct and proper for payment

DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

35. BILL OF LADING NO.

37. RECEIVED BY	38. RECEIVED BY (PRINT)	39. DATE RECEIVED YYMMDD	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002AB	IISR CY2006	1,674	EA	(b)(4)	
	ACRN AA	(b)(4)			
	ACRN AB				
	TOTAL ORDER				$2,025,540.00

Accounting and Appropriation Data:

ACRN AA: 9740354 27D0 310 67854 067443 2D 1005S1 00006RC4R059 M9545006RC4R059 (b)(4)

ACRN AB: 17511094633 310 67854 067443 2D 4633SG 45005RC54647 M9545005RC54647 (b)(4)

This is a Firm Fixed Price (FFP) Order.

PACKAGE AND MARK FOR	ITEM	QUANTITY	DELIVER BY
SPAWARS ATTN: R. MUSSELMAN, CODE 6251 2921 AVENUE B NORTH BLDG 1639 (DODACC N65236) NORTH CHARLESTON, SC 29405-1821	0002AB	1,674	April 1, 2007

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of this order, including deviations from the specification requirements.

In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at risk of, and any cost related thereto shall be borne, by the contractor.

PROJECT OFFICER:

GySgt Stephen B. Oatridge
Phone: 703-432-4345
Fax: 703-432-3552
Email: stephen.oatridge@usmc.mil

CONTRACT REPRESENTATIVE:

Susanne Breeden, Contract Specialist
Phone: 703-432-4200
Fax: 703-432-3543
Email: Susanne.Breeden@usmc.mil

INVOICES:

Submit invoice(s) in accordance with the following:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Susanne Breeden and can be reached on 703-432-4200 or via email at Susanne.Breeden@usmc.mil

The contactor is directed to use the **COMBO format** when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

Data entry information for WAWF:

Payment Office DoDAAC: **HQ0338**
Issue by DoDAAC: **M67854**
Ship to DoDAAC: **M67854**
Admin Office DoDAAC: **S2101A**
Service Acceptor DoDAAC: **S2101A** Extension CINS/PG12
Contract Number: **M6785406D7022** Delivery Order **0004**

Additional email notification of invoices:

COR / PO: stephen.oatridge@usmc.mil
ACO: david.mason@dcma.mil

(End of Order)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
01	See Block 16C	N/A	

6. ISSUED BY CODE M67854	7. ADMINISTERED BY (If other than Item 6) CODE S3305A
COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: RENEE' GAUDREAU (703)432-4275	DCMA – MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Rod Morrill Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0004
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13) 06 APR 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return _1_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The purpose of this modfication is to add SubClin's 0009AA, 0009AB and 0009AC. Accordingly, subject delivery order is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		Stephen L. Riffe, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR Jim Tucker (Signature of person authorized to sign)	15C. DATE SIGNED Dec 11 2006	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED DEC 13 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

A. The purpose of this modification is to:

1. Add **SubClin's 0009AA, 0009AB and 0009AC as follows:**

FROM:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006	1,674	(b)(4)	

TO:

Item	Description	Qty	Unit Price	Total Price
0002AB	IISR CY 2006 to include the following: **Multikey Encryption M/N: H869**	1,674	(b)(4)	
0009AA	**ACRN AC Encrypted Stun/Kill, TX LED disabled, Clear Mode Alert M/N: QA00419SP**	**1,674**		
0009AB	**ACRN AC Front Pad Programming(FPP) to include Clone Capability M/N: Q53AE**	**1,674**		
0009AC	**ACRN AC**	**1,674**		
			Total	**$2,605,078.80**

2. Add the following Accounting and Appropriation data as follows:

ACRN AC: 17611094631 310 67854 067443 2D M95450 7RC6491012OE (b)(4)

3. As a result of this modification the total price of this delivery order shall increase by (b)(4)

4. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. *(If applicable)*	
6. ISSUED BY CODE M67854 COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: GINGER CYGANIEWICZ (703)432-3254		7. ADMINISTERED BY (if other than item 6) CODE S3305A DCMA – MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299		
8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Rod Morrill Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		(X)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED *(SEE ITEM 11)*	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. M67854-06-D-7022 0004	
CODE	FACILITY CODE		10B. DATED *(SEE ITEM 13)* 28 SEP 2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)

See Below

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor (X) is not, ( ) is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. The purpose of this modification is to correct the line of accounting for ACRN AB

FROM: 17611094633 310 67854 067443 2d 4633SG 45005RC54647 M9545005RC54647
TO: 17611094633 310 67854 067443 2d 4633SG 45005RC54647 M9545005RC54674

B. All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen L. Rine, UNITED STATES MARINE CORPS	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED JAN 18 2007

STANDARD FORM 30 (REV. 10-83)
Prescribed by

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	see block 16C		

6. ISSUED BY CODE M67854

COMMANDING GENERAL
MARCORSYSCOM
2200 LESTER STREET
QUANTICO, VA 22134-6050
POC: Ms. Patricia Pagonis 703-432-4191
Patricia.pagonis@usmc.mil

7. ADMINISTERED BY (if other than item 6) CODE S2101A

DCMA MARYLAND
Attn: Mr. David Mason 410-962-9949
Email: David.Mason@dcma.mil
217 East Redwood Street
Suite 1800
Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Motorola
7031 Columbia Gateway Drive 3rd Dl.
Columbia, MD 21046
POC: Ed Bark
Phone: 1-877-873-4668 ext 6232 Email: Edward.Bark@motorola.com
CAGE: 78205 DUNS: 069373090 TIN: 361115800

CODE | FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
M67854-06-D-7022

10B. DATED *(SEE ITEM 13)*
06 April 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties; FAR 43.103(a)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor (X) is not, ( ) is required to sign this document and return original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stephen L. Riffe, Contracting Officer
Marine Corps Systems Command

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	APR 17 2006

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to 1) assign DCMA to the contract, and 2) assign contract payment office. Accordingly, Contract No. M67854-06-D-7022 is modified as follows:

1. Revise Standard Form 33 as follows:

   a. Revise block 24, to be administered by:

   DCMA MARYLAND
   ATTN: MR. DAVID MASON 410-962-9949 Email: David.Mason@dcma.mil
   217 EAST REDWOOD STREET SUITE 1800
   BALTIMORE, MD 21202-5299

   b. Revise block 25, payment will be made by:

   DFAS COLUMBUS CENTER CODE: HQ0338
   DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
   P.O. BOX 182264
   COLUMBUS, OH 43218-2264
   PHONE: 800-756-4571

2. Except as modified herein, all other terms and conditions, including the price, of Contract No. M67854-06-D-7022 remain in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	**See Block 16C**	**N/A**	

6. ISSUED BY CODE M67854	7. ADMINISTERED BY (If other than item 6) CODE S3305A
COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VA 22134-6050 ATTN: RENEE' GAUDREAU (703)432-4275	DCMA – MARYLAND Attn: Mr. David Mason 410-962-9949 Email: David.Mason@dcma.mil 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	
Motorola 7031 Columbia Gateway Drive 3rd Dl. Columbia, MD 21046 POC: Ed Bark Phone: 1-877-873-4668 ext 6434 Email: rod.morrill@motorola.com Cage: 78205 DUNS: 069373090		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. **M67854-06-D-7022** 10B. DATED (SEE ITEM 13) **06 APR 2006**
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

( ) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The purpose of this modification is to:

1. **Create CLIN 0009 and SubClin's 0009AA – 0009AC for IISR Radio Software enhancements on a Firm Fixed price basis.**
2. **Replace Performance Specifications dated 04 August 2005 which are listed as attachment 2 in the basic contract with current performance specifications dated 26 Sep 2006.**

Accordingly, subject contract is modified as follows:

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jim L. Tucker, V.P., Motorola Sales and Services, Inc.		**Stephen L. Riffe, UNITED STATES MARINE CORPS**	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Jim Tucker (Signature of person authorized to sign)	12/8/06	BY ____________ (Signature of Contracting Officer)	

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA