

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 33					
2. CONTRACT NO. H92222-07-D-0013		3. AWARD/EFFECTIVE DATE 10-Apr-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:				a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY HQ USSOCOM SOAL-K ATTN: (b)(3) 10 U.S.C. § 1306, (b)(6) 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323 TEL: (b)(6) FAX: (b)(6)		CODE H92222		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334220 SIZE STANDARD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days			
15. DELIVER TO HQ USSOCOM SOAL IS FMC3 (b)(3) 10 U.S.C. § 1306, (b)(6) 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323		CODE F2VUC0		16. ADMINISTERED BY DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA CA 92701-4056		CODE S0513A		SCD: B			
17a. CONTRACTOR/OFFEROR TRIVEC-AVANT CORPORATION ALLEN MJESSE 17831 JAMESTOWN LN. HUNTINGTON BEACH CA 92647-7713 TEL: 714-841-4976 X-208		CODE 60188		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$20,691,500.00 EST					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE Para 10 <input checked="" type="checkbox"/> OFFER DATED <u>15-Mar-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Karen A. Fredrickson</i>				31c. DATE SIGNED 10-Apr-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KAREN FREDRICKSON / CONTRACTING OFFICER TEL: 813-281-0560 EXT 544 EMAIL: karen.fredrickson@socom.mil							

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

DESCRIPTION OF EFFORT

1. This effort is a five-year Indefinite Delivery/Indefinite Quantity (ID/IQ) contract with a five-year ordering period issuing Firm Fixed Price (FFP delivery orders).
2. The five-year ordering periods are identified below which includes using CLINs in the 1000 - 5000 series.
3. The guaranteed minimum amount/quantity to be ordered under this contract is \$22,900.00. The maximum amount to be ordered under the contract is \$41,000,000.00.
4. All Antenna CLINs shall be ordered by using the ordering range unit prices on a per order basis and are not cumulative.

Ordering Years/Period of Performance

Ordering Year	Period of Performance
CLINs 1001 – 1006: Year 1	10 April 2007 – 9 April 2008
CLINs 2001 – 2006: Year 2	10 April 2008 – 9 April 2009
CLINs 3001 – 3006: Year 3	10 April 2009 – 9 April 2010
CLINs 4001 – 4006: Year 4	10 April 2010 – 9 April 2011
CLINs 5001 – 5006: Year 5	10 April 2011 – 9 April 2012

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	AV-2011 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$433,200.00 EST
MAX NET AMT					\$433,200.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
1001	1001	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002	AV-2012 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$458,200.00 EST

MAX NET AMT \$458,200.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
1002	1002	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003	AV-2040-2 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$975,600.00 EST

MAX NET AMT \$975,600.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
1003	1003	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004	AV-2055-3 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,044,000.00 EST

MAX NET AMT \$1,044,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
1004	1004	(b)(4)		

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005	AV-2125 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$985,000.00 EST

MAX NET AMT \$985,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
1005	1005	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006	TECHNICAL DATA FFP COMMERCIAL OFF THE SHELF OPERATING MANUALS FOB: Destination	1,000	Each		NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001	AV-2011 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$446,200.00 EST

MAX
NET AMT

\$446,200.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
2001	2001	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002	AV-2012 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$472,000.00 EST

MAX NET AMT \$472,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
2002	2002	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003	AV-2040-2 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,004,400.00 EST

MAX NET AMT \$1,004,400.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
2003	2003	(b)(4)		

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004	AV-2055-3 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,075,000.00 EST

MAX NET AMT \$1,075,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
2004	2004	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005	AV-2125 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,015,000.00 EST

MAX
NET AMT \$1,015,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
2005	2005	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006	TECHNICAL DATA FFP COMMERCIAL OFF THE SHELF OPERATING MANUALS FOB: Destination	1,000	Each		NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001	AV-2011 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$459,600.00 EST

MAX NET AMT \$459,600.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
3001	3001	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002	AV-2012 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$486,200.00 EST

MAX NET AMT \$486,200.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
3002	3002	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003	AV-2040-2 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,035,000.00 EST

MAX NET AMT \$1,035,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
3003	3003	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004	AV-2055-3 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,108,000.00 EST

MAX NET AMT \$1,108,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
3004	3004	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005	AV-2125 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,045,000.00 EST

MAX NET AMT \$1,045,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
3005	3005	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006	TECHNICAL DATA FFP COMMERCIAL OFF THE SHELF OPERATING MANUALS FOB: Destination	1,000	Each		NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001	AV-2011 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$473,200.00 EST

MAX
NET AMT

\$473,200.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
4001	4001	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002	AV-2012 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$500,800.00 EST

MAX NET AMT \$500,800.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
4002	4002	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003	AV-2040-2 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,066,500.00 EST

MAX NET AMT \$1,066,500.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
4003	4003	(b)(4)		

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004	AV-2055-3 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,147,000.00 EST

MAX NET AMT \$1,147,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
4004	4004	(b)(4)	(b)(4)	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005	AV-2125 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,076,000.00 EST

MAX NET AMT \$1,076,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
4005	4005	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006	TECHNICAL DATA FFP COMMERCIAL OFF THE SHELF OPERATING MANUALS FOB: Destination	1,000	Each		NSP

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001	AV-2011 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$487,600.00 EST

MAX NET AMT \$487,600.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
5001	5001	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002	AV-2012 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$516,000.00 EST

MAX NET AMT \$516,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
5002	5002	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003	AV-2040-2 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,098,000.00 EST
MAX NET AMT					\$1,098,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
5003	5003	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004	AV-2055-3 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,175,000.00 EST
MAX NET AMT					\$1,175,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
5004	5004	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005	AV-2125 FFP FOLDABLE SATCOM ANTENNA FOB: Destination	(b)(4)	Each	(b)(4)	\$1,109,000.00 EST

MAX NET AMT \$1,109,000.00 (EST.)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
5005	5005	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006	TECHNICAL DATA FFP COMMERCIAL OFF THE SHELF OPERATING MANUALS FOB: Destination	1,000	Each		NSP

MAX
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1001	Origin	Government	Origin	Government
1002	Origin	Government	Origin	Government
1003	Origin	Government	Origin	Government
1004	Origin	Government	Origin	Government
1005	Origin	Government	Origin	Government
1006	Origin	Government	Origin	Government
2001	Origin	Government	Origin	Government
2002	Origin	Government	Origin	Government
2003	Origin	Government	Origin	Government
2004	Origin	Government	Origin	Government
2005	Origin	Government	Origin	Government
2006	Origin	Government	Origin	Government
3001	Origin	Government	Origin	Government
3002	Origin	Government	Origin	Government
3003	Origin	Government	Origin	Government
3004	Origin	Government	Origin	Government
3005	Origin	Government	Origin	Government
3006	Origin	Government	Origin	Government
4001	Origin	Government	Origin	Government
4002	Origin	Government	Origin	Government
4003	Origin	Government	Origin	Government
4004	Origin	Government	Origin	Government
4005	Origin	Government	Origin	Government
4006	Origin	Government	Origin	Government
5001	Origin	Government	Origin	Government
5002	Origin	Government	Origin	Government
5003	Origin	Government	Origin	Government

5004	Origin	Government	Origin	Government
5005	Origin	Government	Origin	Government
5006	Origin	Government	Origin	Government

DELIVERY INFORMATION

CLINs	DELIVERY DATE	QTY	SHIP TO ADDRESS	UTC
1001	(b)(4)		IAW Individual Delivery Orders	TBD
2001			FOB: Destination	
3001				
4001				
5001				
1002			IAW Individual Delivery Orders	TBD
2002			FOB: Destination	
3002				
4002				
5002				
1003			IAW Individual Delivery Orders	TBD
2003			FOB: Destination	
3003				
4003				
5003				
1004			IAW Individual Delivery Orders	TBD
2004			FOB: Destination	
3004				
4004				
5004				
1005			IAW Individual Delivery Orders	TBD
2005			FOB: Destination	
3005				
4005				
5005				
1006			IAW Individual Delivery Orders	TBD
2006			FOB: Destination	
3006				
4004				
5006				

CLAUSES INCORPORATED BY REFERENCE

52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007) (DEVIATION)

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

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

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

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

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 9 April 2007 through 8 April 2012.

(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 \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$41,000,000.00;

(2) Any order for a combination of items in excess of \$41,000,000.00; 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 5 days after

issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 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 Sep 2012.

(End of Clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (MAR 2007) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Karen Fredrickson
HQ, USSOCOM, SOAL-KI
7701 Tampa Point Blvd
MacDill AFB, FL 33621

(End of Clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

5652.204-9003 Disclosure of Unclassified Information (2006)

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 552 (10 USC 552). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

5652.243-9000, Technical Improvements (2005)

a. After contract award, the Government may solicit, or independently the Contractor may propose, technology improvements to the equipment, software specifications, or other requirements of the contract. For purposes of this contract, these improvements will be considered Engineering Change Proposals (ECP)/Engineering Change Orders (ECO). These improvements may be proposed to save money, save energy, improve performance or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

b. As a minimum, the following information shall be submitted by the Contractor with each proposal:

1. A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
2. Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
3. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
4. An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and
5. A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and

6. Any effect on the contract completion time or delivery schedule shall be identified.

c. The Government reserves the right to require a rerun of selected portions of the live test demonstration to verify the proposed improvement, at no additional charge to the Government.

d. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant herein. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

e. The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

f. If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

(end of clause)

5652.246-9001 Material Inspection and Receiving Reports (DD 250) Addresses (2001)

Material Inspection and Receiving Reports shall be transmitted electronically in accordance with DFAR 252.246-7000 to the following addresses:

The following WAWF codes will be required to route Receiving Reports, Invoices and additional e-mails through WAWF:

CONTRACT NUMBER:	H92222-07-D-0013
DELIVERY ORDER NUMBER:	TBD
TYPE OF DOCUMENT:	Invoice and Receiving Report Inspection (COMBO)
CAGE CODE:	60188
ISSUE BY DODAAC:	H92222
ADMIN DODAAC:	S0513A
INSPECT BY DODAAC:	S0513A
SERVICE ACCEPTOR:	S0513A
LOCAL PROCESSING OFFICE:	H92222
PAY OFFICE DODAAC:	HQ0339

(End of Clause)

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

STANDARD WARRANTY

TRIVEC AVANT CORPORATION

STANDARD WARRANTY

All antennas are warranted to be free from defects in workmanship and material, under normal use and with proper installation, for 12 months from date of shipment. Warranty is limited to repair or replacement of defective parts returned to us. We do not assume liability for removal or installation labor or consequential damages. Notice of claim must be received by us within one year from date of shipment.

EXHIBIT A - CDRL A001

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188
<small>Public reporting burden for this collection of information is estimated to average 170 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 Contract/PR No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO. 1007 - 5007		B. EXHIBIT A	C. CATEGORY: TDP TM <input checked="" type="checkbox"/> OTHER			
D. SYSTEM/ITEM UHF SATCOM Antennas		E. CONTRACT/PR NO. H92222-07-D-0013		F. CONTRACTOR Trivec-Avant		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Commercial Off The Shelf (COTS) Manual		3. SUBTITLE System O&M Manual			
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A		5. CONTRACT REFERENCE N/A		6. REQUIRING OFFICE USSOCOM SOAL-PMC3		
7. DD 250 REQ SS	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION		b. COPIES

8. APP CODE	C	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE					
		N/A	SEE BLOCK 16				Draft	Final	
6. REMARKS: Block 4: Contractor format is acceptable. The contractor shall deliver operating manuals with unlimited reproduction rights that provides a road map through the COTS manuals. The systems manual shall reflect the SDN-M configuration delivered under this contract. The systems manual shall included: equipment technical data, equipment setup and installation procedures, detailed menu field definitions, warnings and precautions, all authorized operator level tasks/procedures, principles of operation, fault isolation and troubleshooting, and removal/ replacement procedures, warranty handling instructions, and a repair parts and special tools list if required. Actual photos showing step by step assembly is desired in the systems manual. Blocks 12 and 13: One (1) O&M manual shall be delivered with each terminal.				USSOCOMSOAL-PMC3	1	1	1		
								15. TOTAL	1
G. PREPARED BY (b)(3) 10 U.S.C. § 130b, (b)(6)		H. DATE 9 APR 07	I. APPROVED BY (b)(3) 10 U.S.C. § 130b, (b)(6)		J. DATE 9 APR 07				

SPECIFICATIONS

**Ultra High Frequency (UHF)
High Gain Satellite Communications (SATCOM) Antennas**

1.0. Specifications: The specifications for the identified UHF SATCOM Trivec-Avant Products AV-2011, AV-2012, AV-2040-2, AV-2055-3, and AV-2125 are as follows:

AV-2011

SPECIFICATIONS	MINIMUM TECHNICAL EVALUATION STANDARDS	PROPOSED SOLUTION
	AV-2011 or Equal	AV-2011
Gain	+9.6 dBi @244 MHz to +15.0 dBi @318 MHz	(b)(2) High
Frequency	244 MHz to 318 MHz	
VSWR	1.5:1	
Axial Ratio	3 dB at Half Power Points	
Polarization	Right Hand Circular	
Power	200 Watts	
Connector	N Male	
Weight	< or = 40 lbs including carrying case	

AV-2012

SPECIFICATIONS	MINIMUM TECHNICAL EVALUATION STANDARDS	PROPOSED SOLUTION
	AV-2012 or Equal	AV-2012
Gain	+11dBi	(b)(2) High
Frequency	240 MHz to 318 MHz	
VSWR	1.5:1	
Axial Ratio	3 Db	
Polarization	Right Hand Circular	
Power	200 Watts	
Connector	N Male	
Weight	< or = 21 lbs including carrying case	

AV-2055-3

SPECIFICATIONS	MINIMUM TECHNICAL EVALUATION STANDARDS	PROPOSED SOLUTION
	AV-2055-3 or Equal	AV-2055-3
Gain	+10.5 dBi	(b)(2) High
Frequency	240 MHz to 318 MHz	
VSWR	1.5:1	
Axial Ratio	3 dB at Half Power Point	
Polarization	Right Hand Circular	
Power	200 Watts	
Connector	Male BNC	
Weight	< or = 3.1 lbs including carrying case	
Operating Temp	-25 to +160 deg F	
Storage Temp	-54 to +250 deg F	
Operational Setup	< 1 minute	
Wind Loading	80 MPH	

AV-2040-2

SPECIFICATIONS	MINIMUM TECHNICAL EVALUATION STANDARDS	PROPOSED SOLUTION
	AV-2040-2 or Equal	AV-2040-2
Gain	+11 dBi	(b)(2) high
Frequency	240 MHz to 318 MHz	
VSWR	1.5:1	
Axial Ratio	3 dB	
Polarization	Right Hand Circular	
Power	200 Watts	
Connector	Male BNC	
Weight	< or = 6.5 lbs including carrying case	

AV-2125

SPECIFICATIONS	MINIMUM TECHNICAL EVALUATION STANDARDS	PROPOSED SOLUTION
	DM C-125 or Equal	AV 2125
Gain	= to or > 5 dBi	(b)(2) High
Frequency	244 MHz to 318 MHz	
VSWR	1.5:1	
Axial Ratio	3 dB beam width of 100 degs Nominal	
Polarization	Right Hand Circular	
Power	100 Watts	
Connector	Female BNC	
Weight	< or = 2 lbs including carrying case	
Operating Temp	-25 to +160 deg F	
Storage Temp	-54 to +250 deg F	
Operational Setup	< 45 seconds	
Finish	Lusterless black and/or desert sand	