SOLICITATION/CONTRAC OFFEROR TO COMP	CT/ORDER FOR COMM PLETE BLOCKS 12, 17, 23,	MERCIAL ITEMS 1. REC	DUISITION NUMBER		PAGE 1 OF 69
2 CONTRACT NO. H92222-06-D-0010	3. AWARD/EFFECTIVE DATE 07-Jun-2006	4. ORDER NUMBER	5 SOLICITA	TION NUMBER	6 SOLICITATION ISSUE DATE
7. FOR SOUCITATION INFORMATION CALL:	a NAME		b. TELEPHO	NE NUMBER (No Collect Calls)	8 OFFER DUE DATEAOCAL TIM
P. ISSUED BY HQ USSOCOM/SOAL-K ATTN: P7701 TAMPA POINT BLVD. MACDILL AFB FL 33621	CODE H92222	10. THIS ACQUISITION X UNRESTRICTED SET ASIDE: SMALL BUSING HUBZONE S 8(A)	% FOR	UNDER DPAS (15 CF	12. DISCOUNT TERMS Net 30 Days T IS A RATED ORDER (R 700)
TEL FAX		NAICS: SIZE STANDARD:		13b. RATING 14. METHOD OF SOLICIT. RFQ IFB	
SEE SCHEDI	CODE	16. ADMINISTERED E DCMA SAN DIEGO 7675 DAGGAT ST. SUITE: SAN DIEGO CA 92111-224	200		CODE S0514A
17a.CONTRACTOR/OFFEROR	CODE 4735	B 18a. PAYMENT WILL	BE MADE BY		CODE F67100
7/ASAT, INC 6155 EL CAMINO REAL CARLSBAD CA 92009-1602		DFAS COLUMBUS DFAS-LI P.O. BOX 369020 COLUMBUS OH 43;			
ra.	FACILITY			And the second	
17b. CHECK IF REMITTANCE SUCH ADDRESS IN OFFER	IS DIFFERENT AND PUT	18b. SUBMIT INVOK BELOW IS CHECKE		SS SHOWN IN BLOCK 18:	a. UNLESS BLOCK
19. ITEM NO.	20. SCHEDULE OF SUPP		21. QUANTIT		PRICE 24. AMOUNT
	SEE SCHE	EDULE			
25. ACCOUNTING AND APPROPR	IATION DATA			26. TOTAL AWARD AF	MOUNT (For Govt. Use Only)
27a. SOLICITATION INCORPOR		52.212-1. 52.212-4. FAR 52.212-		the state of the s	ARE ARE NOT ATTACHE
28. CONTRACTOR IS REQUIRED TO ISSUING OFFICE, CONTRASET FORTH OR OTHERWISE I SUBJECT TO THE TERMS AND	TO SIGN THIS DOCUMENT AND ACTOR AGREES TO FURNISH DENTIFIED ABOVE AND ON A	O RETURN Q COPIES AND DELIVER ALL ITEMS NY ADDITIONAL SHEETS	29. AWARD OF X OFFER DAT (BLOCK 5),	CONTRACT: REFERENCE TED . YOUR INCLUDING ANY ADDITION	COFFER ON SOLICITATION NS OR CHANGES WHICH ARE S TO ITEMS: SEE SCHEDULE
10a. SIGNATURE OF OFFEROR/0	CONTRACTOR	31a,UNITED STAT	es of america	(SIGNATURE OF CONTRACTING	GOFFICER) 31c. DATE SIGNED 67-Jun-2006
80b. NAME AND TITLE OF SIGNE (TYPE OR PRINT)	R 30c. DATE	S2D: resid of Co	NTRACTING OFFIC		
AUTHORIZED FOR LOCAL REPR	ACCI ICTION		S THE SE		RD FORM 1449 (REV 4/200

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA FAR (48 CFR) 53.212

SOLICITA	FATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				MS				PAG	GE 2 OF 69	
19. ITEM NO.			20. SCHEDULE OF	SUPPLIES/ SER	VICES		21. QUANTII	Y 22. UNIT	23. UNIT PR	ICE	24. AMOUNT
13. ITEM NO.				HEDULE	VICES .		ZI. QOANIII	22. UNII	23. UNIT PR	I.O.E.	24. AMOUNT
32a. QUANTITY IN	COLUM		The state of the s								
	J		ACCEPTED, AND COM		CONTRAC						
32b. SIGNATURE REPRESENT		HORIZ	ED GOVERNMENT	32c. DATE			TED NAME AND RESENTATIVE	TITLE OF AUTHO	RIZED GOVER	NMENT	
32e. MAILING ADI	ORESS (OF AU	THORIZED GOVERNMENT	REPRESENTATIV	E			R OF AUTHORIZE			RESENTATIVE
33. SHIP NUMBER	FINAL		OUCHER NUMBER	35. AMOUNT V		36.	PAYMENT	E PARTIAL	FINAL 3	7. CHEC	K NUMBER
38. S/R ACCOUN			9. S/R VOUCHER NUMBER					2000			
			IS CORRECT AND PROPE CERTIFYING OFFICER	R FOR PAYMENT	42a. RE	CEIVED BY	(Print)				The second
					42b. RE	CEIVED AT	(Location)				
					42c. DA	TE REC'D (YY/MM/DD)	42d. TOTAL CON	TAINERS		

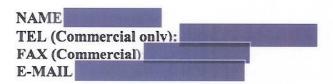
Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK

STATEMENT OF WORK (SOW) FOR THE SUSTAINMENT OF THE DAMA ORDERWIRE CHANNEL CONTROLLER TRAINER/SIMULATOR (DOCCT/S)

- 1.0. <u>INTRODUCTION</u>: This SOW establishes the sustainment requirements for DOCCT/S systems owned and operated by the United States Special Operations Command (USSOCOM). These requirements include:
 - Depot maintenance support
 - Operator Training.
 - Purchase of items from the maintenance parts list in the DOCCT/S Operations and Maintenance Manual and ICD
- 2.0. <u>Depot Maintenance Support</u>: The Contractor shall provide depot maintenance support for DOCCT/S Line Replaceable Units (LRU) identified in DOCCT/S Operations and Maintenance Manual and ICD. Repair shall be performed at the Contractor's facility. The Contractor shall repair or replace the LRU within thirty (30) calendar days after receipt of the failed LRU. Each maintenance action shall require preparation and submittal of a Not to Exceed Time and Materials (T&M) quote to the USSOCOM Program Management Office for Command, Control and Communications (PMC3). Following review and acceptance of the quote the Contractor will proceed with the repair. A Contract Line Item in Section B of this contract will be generated and funded by the Government for these T&M repairs. The Government will pay for shipping the repaired equipment to the Contractor's facility and the Contractor shall pay for shipment of the repaired equipment back to the Government.
- a. Contractor repair procedures shall include cleaning, visually inspecting, bench testing, isolating faults, disassembling, repair actions, calibrating, functionally testing, performing acceptance inspection, and preparing for shipment.
- b. All repairs shall be in accordance with the Contractor's established shop methods and procedures and shall be accomplished with the special tools and test equipment developed for this purpose. All repaired equipment shall comply with the requirements of this contract.
- c. The terms "serviceable condition" and "serviceable", as used herein, mean that condition in which an item is capable of meeting all initial operational and functional requirements. Minor cosmetic defects which do not affect the installation and operation of the items do not require correction or repair.

- d. Any approved modification to items required by the contract and not previously accomplished shall be done by the Contractor at the time of repair. Each modified item shall meet form, fit, and function of the item for which it was modified or changed and be two-way interchangeable (i.e. unmodified items shall operate in place of modified items and modified items shall operate in place of unmodified items).
- e. The Contractor shall be responsible for the initial lay-in of piece parts and for obtaining replenishment units and spare piece parts required for use in the repair of failed items. These parts shall remain the property of the Contractor until incorporated into the failed items at which time they become Government property. All parts removed during repair become the property of the Contractor. Used/salvaged parts can be used for repairs.
- g. The Contractor will generate a failure report which documents the failure and corrective action taken. This report will be returned with the repaired LRU.
- 3.0 Operator Training: The Contractor will provide an operator training course for up to 6 students over a 3 workday period. This training will cover all material in the DOCCT/S Operations and Maintenance Manual and ICD. The Contractor will provide 6 sets of training materials for each course.
- 4.0 <u>Purchase of items from the maintenance parts list in the DOCCT/S Operations and Maintenance Manual and ICD</u>. The Contractor will provide a price list for all items identified in the DOCCT/S Operations and Maintenance Manual and ICD. Items purchased by the Government off of this list will be delivered by the Contractor to the Government within thirty (30) calendar days after receipt of order.
- 5.0. Government Technical Point of Contact (POCs):



TECHNICAL OVERSIGHT. SOAL-IIS-PMC3 has technical oversight.

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ITEM NO 0001 SUPPLIES/SERVICES

QUANTITY

UNIT Each UNIT PRICE \$20,000.00 AMOUNT

DOCCT/S UPGRADE

FFP

One-Time Upgrade of 18 Ultra High Frequency (UHF) Satellite Communications (SATCOM) Demand Assigned Multiple Access (DAMA) Orderwire Channel Controller Trainers/Simulators (DOCCT/S) to the MIL-STD-188-183A configuration. Period of Performance: 5 June 2006 through 7 February 2007 FOB: Origin

NET AMT

\$0.00

ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

000101

QUANTITY UNDEFINED

Each

UNDEFINED

UNDEFINED

DOCCT/S UPGRADE FUNDING INFORMATION ONLY

FFP

FOB: Origin

MAX NET AMT

UNDEFINED

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 000102 UNDEFINED UNDEFINED UNDEFINED Each DOCCT/S UPGRADE FUNDING INFORMATION ONLY FFP FOB: Origin MAX UNDEFINED NET AMT ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **OUANTITY** 0002 UNDEFINED UNDEFINED UNDEFINED DOCCT/S DEPOT SUPPORT Year 1 **FFP** Tear down, test and evaluation (TT&E) and labor and material for repairs. Period of Performance: 5 June 2006 through 4 June 2007 FOB: Origin MAX UNDEFINED NET AMT

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UNIT UNIT PRICE MAX AMOUNT ITEM NO SUPPLIES/SERVICES MAX QUANTITY UNDEFINED UNDEFINED UNDEFINED Each 0002AA YEAR 1 DEPOT SUPPORT - TT&E **FFP** Year 1 Tear Down, Test and Evaluation (TT&E). Unit price is \$2500 (Add \$950 for each additional chanel set of modules installed. FOB: Origin UNDEFINED MAX NET AMT UNIT PRICE MAX AMOUNT SUPPLIES/SERVICES UNIT ITEM NO MAX QUANTITY UNDEFINED UNDEFINED Each 0002AB UNDEFINED YEAR 1 DEPOT SUPPORT - LABOR Year 1 labor for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin UNDEFINED MAX **NET AMT**

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ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

0002AC

QUANTITY UNDEFINED

Each

UNDEFINED

UNDEFINED

YEAR 1 DEPOT SUPPORT - MATERIAL

FFP

Year 1 material for repairs. A quote will be provided to USSOCOM after TT&E

is provided.

FOB: Origin

MAX NET AMT

UNDEFINED

ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

0003

QUANTITY UNDEFINED

UNDEFINED

UNDEFINED

DOCCT/S DEPOT SUPPORT Year 2

FFP

Tear down, test and evaluation (TT&E) and labor and material for repairs. Period

of Performance: 5 June 2007 through 4 June 2008

FOB: Origin

MAX NET AMT UNDEFINED

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0003AA UNDEFINED UNDEFINED Each UNDEFINED YEAR 2 DEPOT SUPPORT - TT&E Year 2 Tear Down, Test and Evaluation (TT&E). Unit price is \$2575 (Add \$979) for each additional channel set of modules installed. FOB: Origin MAX UNDEFINED **NET AMT** MAX AMOUNT ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE QUANTITY UNDEFINED 0003AB UNDEFINED UNDEFINED Each YEAR 2 DEPOT SUPPORT - LABOR Year 2 labor for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin

> MAX NET AMT

UNDEFINED

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UNDEFINED

ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX AMOUNT MAX QUANTITY 0003AC UNDEFINED UNDEFINED UNDEFINED Each YEAR 2 DEPOT SUPPORT - MATERIAL Year 2 material for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin MAX UNDEFINED NET AMT ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0004 UNDEFINED UNDEFINED UNDEFINED DOCCT/S DEPOT SUPPORT Year 3 Tear down, test and evaluation (TT&E) and labor and material for repairs. Period of Performance: 5 June 2008 through 4 June 2009 FOB: Origin

MAX

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UNIT UNIT PRICE MAX AMOUNT ITEM NO SUPPLIES/SERVICES MAX QUANTITY 0004AA UNDEFINED UNDEFINED UNDEFINED Each YEAR 3 DEPOT SUPPORT - TT&E **FFP** Year 3 Tear Down, Test and Evaluation (TT&E). Unit price is \$2652 (Add \$1008 for each additional channel set of modules installed. FOB: Origin UNDEFINED MAX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0004AB UNDEFINED Each UNDEFINED UNDEFINED YEAR 3 DEPOT SUPPORT - LABOR Year 3 labor for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin

> MAX NET AMT

UNDEFINED

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UNDEFINED

UNIT ITEM NO SUPPLIES/SERVICES UNIT PRICE MAX MAX AMOUNT QUANTITY 0004AC UNDEFINED Each UNDEFINED UNDEFINED YEAR 3 DEPOT SUPPORT - MATERIAL Year 3 material for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin MAX UNDEFINED NET AMT UNIT UNIT PRICE MAX AMOUNT ITEM NO SUPPLIES/SERVICES MAX QUANTITY 0005 UNDEFINED UNDEFINED UNDEFINED DOCCT/S DEPOT SUPPORT Year 4 Tear down, test and evaluation (TT&E) and labor and material for repairs. Period of Performance: 5 June 2009 through 4 June 2010 FOB: Origin

MAX

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0005AA UNDEFINED Each UNDEFINED UNDEFINED YEAR 4 DEPOT SUPPORT - TT&E **FFP** Year 4 Tear Down, Test and Evaluation (TT&E). Unit price is \$2732 (Add \$1038 for each additional channel set of modules installed. FOB: Origin MAX UNDEFINED **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0005AB UNDEFINED UNDEFINED UNDEFINED Each YEAR 4 DEPOT SUPPORT - LABOR Year 4 labor for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin MAX UNDEFINED NET AMT

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ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX AMOUNT MAX **OUANTITY** 0005AC UNDEFINED Each UNDEFINED **UNDEFINED** YEAR 4 DEPOT SUPPORT - MATERIAL Year 4 material for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin MAX UNDEFINED **NET AMT** MAX AMOUNT SUPPLIES/SERVICES UNIT UNIT PRICE ITEM NO MAX **QUANTITY** UNDEFINED UNDEFINED 0006 UNDEFINED DOCCT/S DEPOT SUPPORT Year 5 **FFP** Tear down, test and evaluation (TT&E) and labor and material for repairs. Period of Performance: 5 June 2010 through 4 June 2011 FOB: Origin UNDEFINED MAX **NET AMT**

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0006AA UNDEFINED Each UNDEFINED UNDEFINED YEAR 5 DEPOT SUPPORT - TT&E **FFP** Year 5 Tear Down, Test and Evaluation (TT&E). Unit price is \$2814 (Add \$1069 for each additional set of modules installed. FOB: Origin MAX UNDEFINED **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0006AB UNDEFINED Each UNDEFINED UNDEFINED YEAR 5 DEPOT SUPPORT - LABOR Year 5 labor for repairs. A quote will be provided to USSOCOM after TT&E is provided. FOB: Origin MAX UNDEFINED **NET AMT**

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

0006AC UNDEFINED Each UNDEFINED UNDEFINED

YEAR 5 DEPOT SUPPORT - MATERIAL

FFP

Year 5 material for repairs. A quote will be provided to USSOCOM after TT&E

is provided. FOB: Origin

MAX UNDEFINED NET AMT

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0007 UNDEFINED Each \$15,000.00 UNDEFINED

TRAINING CONUS YEAR 1

FFP

Year 1 Domestic, UHF SATCOM training courses at customer sites in accordance

with SOW. Period of Performance: 5 June 2006 through 4 June 2007

FOB: Origin

MAX UNDEFINED NET AMT

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0008 UNDEFINED Each \$15,450.00 UNDEFINED TRAINING CONUS YEAR 2 **FFP** Year 2 Domestic, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2007 through 4 June 2008 FOB: Origin MAX UNDEFINED **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX AMOUNT MAX QUANTITY UNDEFINED 0009 UNDEFINED \$15,914.00 Each TRAINING CONUS YEAR 3 Year 3 Domestic, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2008 through 4 June 2009 FOB: Origin UNDEFINED MAX

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0010 UNDEFINED Each \$16,391.00 UNDEFINED TRAINING CONUS YEAR 4 FFP Year 4 Domestic, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2009 through 4 June 2010 FOB: Origin MAX UNDEFINED NET AMT ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX AMOUNT MAX QUANTITY 0011 UNDEFINED Each \$16,883.00 UNDEFINED TRAINING CONUS YEAR 5 Year 1 Domestic, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2010 through 4 June 2011 FOB: Origin MAX UNDEFINED

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UNDEFINED

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0012 UNDEFINED Each \$30,000.00 UNDEFINED TRAINING OCONUS YEAR 1 FFP Year 1 International, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2006 through 4 June 2007 FOB: Origin MAX UNDEFINED NET AMT ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX AMOUNT MAX QUANTITY 0013 UNDEFINED \$30,900.00 UNDEFINED Each TRAINING OCONUS YEAR 2 Year 2 International, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2007 through 4 June 2008 FOB: Origin

MAX

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0014 UNDEFINED Each \$31,827.00 UNDEFINED TRAINING OCONUS YEAR 3 FFP Year 3 International, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2008 through 4 June 2009 FOB: Origin MAX UNDEFINED **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT MAX UNIT PRICE MAX AMOUNT QUANTITY 0015 UNDEFINED Each \$32,782.00 UNDEFINED TRAINING OCONUS YEAR 4 Year 4 International, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2009 through 4 June 2010 FOB: Origin MAX UNDEFINED **NET AMT**

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UNDEFINED

ITEM NO SUPPLIES/SERVICES UNIT MAX UNIT PRICE MAX AMOUNT QUANTITY 0016 UNDEFINED Each \$33,765.00 UNDEFINED TRAINING OCONUS YEAR 5 Year 5 International, UHF SATCOM training courses at customer sites in accordance with SOW. Period of Performance: 5 June 2010 through 4 June 2011 FOB: Origin MAX UNDEFINED NET AMT ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0017 UNDEFINED UNDEFINED UNDEFINED ANCILLARY ITEMS YEAR 1 Period of Performance: 5 June 2006 through 4 June 2007 FOB: Origin

> MAX NET AMT

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ITEM NO 0017AA	DOCCT/S VME Module : FFP P/N VA-016019-0001 FOB: Origin	MAX QUANTITY UNDEFINED Set w/OEB	UNIT	UNIT PRICE \$38,800.00	MAX AMOUNT UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO 0017AB	SUPPLIES/SERVICES DOCCT/S VME Module FFP P/N KA-013005-0000 FOB: Origin	MAX QUANTITY UNDEFINED Interconnect Kit	UNIT	UNIT PRICE \$1,200.00	MAX AMOUNT UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AC	SatSim Module FFP P/N VA-014462-0001 FOB: Origin	UNDEFINED	Each	\$9,200.00	UNDEFINED
				MAX NET AMT	UNDEFINED
					ж
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AD	Transmitter Module	UNDEFINED	Each	\$7,000.00	UNDEFINED
	FFP P/N VA-014431-0000 FOB: Origin				
				MAX NET AMT	UNDEFINED

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ITEM NO 0017AE	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Each	UNIT PRICE \$6,800.00	MAX AMOUNT UNDEFINED
	Receiver Module FFP P/N VA-014432-0000 FOB: Origin				
				_	
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AF	MUID FFP P/N VA-015203-0001	UNDEFINED	Each	\$19,300.00	UNDEFINED
	FOB: Origin				
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0017AG	TS-4528/U Spare Power S FFP P/N 017178-0000 FOB: Origin	QUANTITY UNDEFINED Supply	Each	\$5,300.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AH	TS-4528A/U Spare Power FFP (Mounting Plate and Sing FOB: Origin	UNDEFINED r Supply	Each 036659	\$10,700.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AJ	Redundant Power Supply I FFP (For TS-4528A/U) P/N I FOB: Origin	UNDEFINED Module	Each	\$5,700.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY	0	0111111102	
0017AK	Replace Lab/Class Local F FFP (No CID) P/N VA-01602 FOB: Origin	UNDEFINED RF Capability	Each	\$980.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AL	Replace Component Interf FFP P/N VA-016030-0000 FOB: Origin	UNDEFINED	Each	\$7,200.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO 0017AM	SUPPLIES/SERVICES Replace Field/Flightline	MAX QUANTITY UNDEFINED	UNIT Each	UNIT PRICE \$48,100.00	MAX AMOUNT UNDEFINED
	FFP (Local RF Capabality) P/ FOB: Origin	N 1026018			
					La Toponion
				MAX NET AMT	UNDEFINED

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0018 UNDEFINED UNDEFINED UNDEFINED ANCILLARY ITEMS YEAR 2 FFP Period of Performance: 5 June 2007 through 4 June 2008 FOB: Origin MAX UNDEFINED NET AMT ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY 0018AA UNDEFINED Each \$39,964.00 UNDEFINED DOCCT/S VME Module Set, w/OEB **FFP** P/N VA-016019-0001 FOB: Origin MAX UNDEFINED **NET AMT**

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AB	DOCCT/S VME Module FFP P/N KA-013005-0000 FOB: Origin	UNDEFINED	Each	\$1,236.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO 0018AC	Supplies/Services SatSim Module FFP P/N VA-014462-0001 FOB: Origin	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE \$9,476.00	MAX AMOUNT UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AD	Transmitter Module	UNDEFINED	Each	\$7,210.00	UNDEFINED
	FFP				
	P/N VA-014431-0000				
	FOB: Origin				
					In mann in
				MAX NET AMT	UNDEFINED
				1121 11111	3
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
2222		QUANTITY	820 29		
0018AE	Receiver Module	UNDEFINED	Each	\$7,004.00	UNDEFINED
	FFP				
	P/N VA-014432-0000				
	FOB: Origin				
				MAY	Ininepapo
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AF	MUID FFP P/N VA-015203-0001 FOB: Origin	UNDEFINED	Each	\$19,879.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AG	Spare Power Supply TS-4	UNDEFINED 528/U	Each	\$5,459.00	UNDEFINED
	P/N 017178-0000 FOB: Origin				
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AH	Spare Power Supply TS-45 FFP (Mounting Plate and Singe FOB: Origin	UNDEFINED 528A/U	Each 1036659	\$11,021.00	UNDEFINED
				_	
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AJ	Redundant Power Supply	UNDEFINED	Each	\$5,871.00	UNDEFINED
	(For TS-4528A/U) P/N FOB: Origin	1039838			
				-	
			89	MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AK	Replace Lab/Class Local I	UNDEFINED	Each	\$1,009.00	UNDEFINED
	(No CID) P/N VA-0160 FOB: Origin	20-0000			
				-	
				MAX NET AMT	UNDEFINED
					18
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018AL	Replace Component Inter	UNDEFINED	Each	\$7,416.00	UNDEFINED
	FFP P/N VA-016030-0000 FOB: Origin				
			55	MAX NET AMT	UNDEFINED

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ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX AMOUNT MAX QUANTITY 0018AM UNDEFINED UNDEFINED \$49,543.00 Each Replace Field/Flightline FFP (Local RF Capability) P/N 1026018 FOB: Origin MAX UNDEFINED **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT PRICE MAX UNIT MAX AMOUNT QUANTITY 0019 UNDEFINED UNDEFINED UNDEFINED ANCILLARY ITEMS YEAR 3 Period of Performance: 5 June 2008 through 4 June 2009 FOB: Origin MAX UNDEFINED NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0019AA	DOCCT/S VME Module S FFP P/N VA-016019-0001 FOB: Origin	UNDEFINED	Each	\$41,163.00		UNDEFINED
				MAX NET AMT	,	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0019AB	DOCCT/S VME Module In FFP P/N VA-KA013005-0000 FOB: Origin	UNDEFINED	Each	\$1,273.00		UNDEFINED
				MAX NET AMT		UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AC	SatSim Module FFP P/N VA-014462-0001 FOB: Origin	UNDEFINED	Each	\$9,760.00	UNDEFINED
				MAX NET AMT	 UNDEFINED
	32				
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AD	Transmitter Module FFP P/N VA-014431-0000 FOB: Origin	UNDEFINED	Each	\$7,426.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AE	Receiver Module FFP P/N VA-014432-0000 FOB: Origin	UNDEFINED	Each	\$7,214.00	UNDEFINED
				MAX NET AMT	 UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AF	MUID FFP P/N VA-015203-0001 FOB: Origin	UNDEFINED	Each	\$20,475.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO 0019AG	SUPPLIES/SERVICES Spare Power Supply TS-4 FFP P/N 0178178-0000 FOB: Origin	MAX QUANTITY UNDEFINED 528/U	UNIT Each	UNIT PRICE \$5,623.00		MAX AMOUNT UNDEFINED
				MAX NET AMT		UNDEFINED
ITEM NO 0019AH	SUPPLIES/SERVICES Spare Power Supply TS-4 FFP (Mounting Plate and Sing FOB: Origin		UNIT Each N 1036659	UNIT PRICE \$11,352.00		MAX AMOUNT UNDEFINED
				MAX NET AMT	· · · · · ·	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AJ	Redundant Power Supply FFP (For TS-4528A/U) FOB: Origin	UNDEFINED	Each	\$6,047.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AK	Replace Lab/Class Local I FFP (No CID) P/N VA-01602 FOB: Origin	UNDEFINED RF Capability	Each	\$1,040.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AL	Replace Component Inter FFP P/N VA-016030-0000 FOB: Origin	UNDEFINED	Each	\$7,638.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AM	Replace Field/Flightline FFP	UNDEFINED	Each	\$51,029.00	UNDEFINED
	(Local RF Capability) P. FOB: Origin	/N 1026018			
				MAX NET AMT	UNDEFINED

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ITEM NO SUPPLIES/SERVICES UNIT MAX UNIT PRICE MAX AMOUNT QUANTITY 0020 UNDEFINED **UNDEFINED** UNDEFINED ANCILLARY ITEMS YEAR 4 FFP Period of Performance: 5 June 2009 through 4 June 2010 FOB: Origin MAX UNDEFINED **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE MAX MAX AMOUNT QUANTITY 0020AA UNDEFINED Each \$42,398.00 UNDEFINED DOCCT/S VME Module Set w/ OEB P/N VA-016019-0001 FOB: Origin MAX UNDEFINED NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0020AB	DOCCT/S VME Module FFP P/N KA-013005-0000 FOB: Origin	QUANTITY UNDEFINED Interconnect Kit	Each	\$1,311.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0020AC	SatSim Module FFP P/N VA-014462-0001 FOB: Origin	QUANTITY UNDEFINED	Each	\$10,053.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO 0020AD	SUPPLIES/SERVICES Transmitter Module FFP P/N VA-014431-0000 FOB: Origin	MAX QUANTITY UNDEFINED	UNIT Each	UNIT PRICE \$7,649.00	MAX AMOUNT UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AE	Receiver Module	UNDEFINED	Each	\$7,431.00	UNDEFINED
	FFP P/N VA-014432-0000 FOB: Origin				
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AF	MUID FFP P/N VA-015203-0001 FOB: Origin	UNDEFINED	Each	\$21,090.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0020AG	Spare Power Module TS-FFP P/N 017178-0000 FOB: Origin	QUANTITY UNDEFINED 4528/U	Each	\$5,791.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AH	Spare Power Supply TS-4 FFP (Mounting Plate and Singl	UNDEFINED 528A/U	Each N 1036659	\$11,692.00	UNDEFINED
	FOB: Origin		. 103003		
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AJ	Redundant Power Supply FFP (For TS-4528A/U) P/N 1	UNDEFINED	Each	\$6,229.00	UNDEFINED
	FOB: Origin			4	
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AK	Replace Lab/Class Local I FFP (No CID) P/N VA-01602 FOB: Origin	UNDEFINED RF Capability	Each	\$1,071.00	UNDEFINED
				MAX .	UNDEFINED
				NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AL	Replace Component Inter FFP (CID) P/N VA-016030-0		Each	\$7,868.00	UNDEFINED
	FOB: Origin				
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AM	Replace Field/Flightline FFP	UNDEFINED	Each	\$52,560.00	UNDEFINED
	(Local RF Capability) Pr FOB: Origin	N 1026018			
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAYAMOIDE
	JOH LILBIBLK VICES	QUANTITY	UNII		MAX AMOUNT
0021	ANCILLARY ITEMS YI	UNDEFINED EAR 5	8	UNDEFINED	UNDEFINED
	FFP Period of Performance: 5 FOB: Origin	June 2010 through	4 June 2011		
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AA	DOCCT/S VME Module FFP P/N VA-016019-0001 FOB: Origin	UNDEFINED	Each	\$43,670.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AB	DOCCT/S VME Module FFP P/N KA-013005-0000 FOB: Origin	UNDEFINED	Each	\$1,351.00	UNDEFINED
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AC	SatSim Module FFP P/N VA-014462-0001 FOB: Origin	UNDEFINED	Each	\$10,355.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AD	Transmitter Module FFP P/N VA-014431-0000 FOB: Origin	UNDEFINED	Each	\$7,879.00	UNDEFINED
				_	
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AE	Receiver Module FFP P/N VA-014432-0000 FOB: Origin	UNDEFINED	Each	\$7,653.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AF	MUID FFP P/N VA-015203-0001 FOB: Origin	UNDEFINED	Each	\$21,722.00	UNDEFINED
				· -	
				MAX NET AMT	UNDEFINED

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UNIT PRICE	UNIT	MAX	SUPPLIES/SERVICES	ITEM NO
\$5,965.00	Each	UNDEFINED	removed to the state of	0021AG
		528/U	Spare Power Supply TS-4.	
			P/N 017178-0000	
	*		FOB: Origin	
			ti .	
MAX NET AMT				
UNIT PRICE	UNIT	MAX OUANTITY	SUPPLIES/SERVICES	ITEM NO
\$12,043.00	Each	UNDEFINED		0021AH
		528A/U		
	N 1036659	le PS Module) P/I		
-				
MAX NET AMT				
	\$5,965.00 MAX NET AMT UNIT PRICE \$12,043.00	Each \$5,965.00 MAX NET AMT UNIT UNIT PRICE Each \$12,043.00 N 1036659 MAX	QUANTITY UNDEFINED Each \$5,965.00 MAX NET AMT MAX QUANTITY UNIT PRICE QUANTITY UNDEFINED Each \$12,043.00 528A/U De PS Module) P/N 1036659 MAX MAX	QUANTITY UNDEFINED Each \$5,965.00 Spare Power Supply TS-4528/U FFP P/N 017178-0000 FOB: Origin MAX NET AMT SUPPLIES/SERVICES MAX UNIT UNIT PRICE QUANTITY UNDEFINED Each \$12,043.00 Spare Power Supply TS-4528A/U FFP (Mounting Plate and Single PS Module) P/N 1036659 FOB: Origin MAX

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AJ	Redundant Power Supply	UNDEFINED	Each	\$6,415.00	UNDEFINED
	FFP (For TS-4528A/U) P/N FOB: Origin	1039838			
	3			MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AK	Replace Lab/Class Local FFP	UNDEFINED	Each	\$1,103.00	UNDEFINED
	(No CID) P/N VA-0160 FOB: Origin	20-0000			
				MAX NET AMT	UNDEFINED

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AL	Replace Component IntereFFP P/N VA-016030-0000 FOB: Origin	UNDEFINED	Each	\$8,104.00	UNDEFINED
				MAX NET AMT	UNDEFINED
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AM	Replace Field/Flightline FFP (Local RF Capability) P/ FOB: Origin	UNDEFINED N 1026018	Each	\$54,137.00	UNDEFINED
				MAX NET AMT	UNDEFINED

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY MINIMUM AMOUNT MAXIMUM QUANTITY MAXIMUM AMOUNT \$1,000,000.00

\$365,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity for a given Delivery Order is 1. The maximum quantity can be any quantity up to the maximum value of the contract which is \$1,000,000.00.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
000101	Origin	Government	Origin	Government
000102	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0002AA	Origin	Government	Origin	Government
0002AB	Origin	Government	Origin	Government
0002AC	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0003AA	而 29	Government	Origin	Government
0003AB	Origin	Government	Origin	Government
0003AC	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0004AA	Origin	Government	Origin	Government
0004AB	Origin	Government	Origin	Government
0004AC	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
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0005AC	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0006AA	Origin	Government	Origin	Government
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0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
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0017A	B Origin	Government	Origin	Government

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0020111 011811	7115111	Government
0020111 0118111	71-6	Government
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0021110 0115111	01.B	Government
0021AD Origin Government	Jugui	

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0021AE Origin	Government	Origin	Government
0021AF Origin	Government	Origin	Government
0021AG Origin	Government	Origin	Government
0021AH Origin	Government	Origin	Government
0021AJ Origin	Government	Origin	Government
0021AK Origin	Government	Origin	Government
0021AL Origin	Government	Origin	Government
0021AM Origin	Government	Origin	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	TBD	TBD	IAW individual Delivery Orders.	N/A
0001A	A TBD	TBD	IAW individual Delivery Orders.	N/A
0001AF	B TBD	TBD	IAW individual Delivery Orders.	N/A
0002	TBD	TBD	IAW individual Delivery Orders.	N/A
0002A	A TBD	TBD	IAW individual Delivery Orders.	N/A
0002AE	3 TBD	TBD	IAW individual Delivery Orders.	N/A
0002A	C TBD	TBD	IAW individual Delivery Orders.	N/A
0003	TBD	TBD	IAW individual Delivery Orders.	N/A
0003A	A TBD	TBD	IAW individual Delivery Orders.	N/A
0003AJ	3 TBD	TBD	IAW individual Delivery Orders.	N/A
0003A	C TBD	TBD	IAW individual Delivery Orders.	N/A
0004	TBD	TBD	IAW individual Delivery Orders.	N/A
0004A.	A TBD	TBD	IAW individual Delivery Orders.	N/A
0004A	B TBD	TBD	IAW individual Delivery Orders.	N/A
0004A	C TBD	TBD	IAW individual Delivery Orders.	N/A
0005	TBD	TBD	IAW individual Delivery Orders.	N/A
0005A	A TBD	TBD	IAW individual Delivery Orders.	N/A
0005A	B TBD	TBD	IAW individual Delivery Orders.	N/A
0005A	C TBD	TBD	IAW individual Delivery Orders.	N/A

0006	TBD	TBD	IAW individual Delivery Orders.	N/A
0006AA	TBD	TBD	IAW individual Delivery Orders.	N/A
0006AB	TBD	TBD	IAW individual Delivery Orders.	N/A
0006AC	TBD	TBD	IAW individual Delivery Orders.	N/A
0007	TBD	TBD	IAW individual Delivery Orders.	N/A
0008	TBD	TBD	IAW individual Delivery Orders.	N/A
0009	TBD	TBD	IAW individual Delivery Orders.	N/A
0010	TBD	TBD	IAW individual Delivery Orders.	N/A
0011	TBD	TBD	IAW individual Delivery Orders.	N/A
0012	TBD	TBD	IAW individual Delivery Orders.	N/A
0013	TBD	TBD	IAW individual Delivery Orders.	N/A
0014	TBD	TBD	IAW individual Delivery Orders.	N/A
0015	TBD	TBD	IAW individual Delivery Orders.	N/A
0016	TBD	TBD	IAW individual Delivery Orders.	N/A
0017	N/A	TBD	IAW individual Delivery Orders.	N/A
0017A	A 8 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017AE	3 4 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017A0	C 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017AI	0 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017AI	6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017AI	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017A	G 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017AI	H 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017A	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017A	K 5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017A	L 5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0017A	M 7 months ARO	TBD	IAW individual Delivery Orders.	N/A

0018	N/A	TBD	IAW individual Delivery Orders.	N/A
0018AA	8 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AB	4 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AC	6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AD	6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AE	6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AF	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AG	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AH	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AJ	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AK	5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AL	5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0018AM	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019	N/A	TBD	IAW individual Delivery Orders.	N/A
0019AA	8 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AB	4 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AC	6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AD	6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AE	6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AF	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AG	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AH	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AJ	7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AK	5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AL	5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0019AN	17 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020	N/A	TBD	IAW individual Delivery Orders.	N/A

0020AA 8 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AB 4 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AC 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AD 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AE 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AF 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AG 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AH 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AJ 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AK 5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AL 5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0020AM 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021 N/A	TBD	IAW individual Delivery Orders.	N/A
0021AA 8 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AB 4 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AC 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AD 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AE 6 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AF 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AG 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AH 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AJ 7 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AK 5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AL 5 months ARO	TBD	IAW individual Delivery Orders.	N/A
0021AM7 months ARO	TBD	IAW individual Delivery Orders.	N/A

52.212-4	Contract Terms and ConditionsCommercial Items	SEP 2005
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.211-7003	Item Identification and Valuation	JUN 2005
252.232-7010	Levies on Contract Payments	SEP 2005
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006) (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 (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (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)

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 <u>date of contract award</u> through 5 years from date of 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 <u>1 item</u>, 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 \$1,000,000.00;
- (2) Any order for a combination of items in excess of \$1,000,000.00; or
- (3) A series of orders from the same ordering office 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 5 years from date of award.

(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://farsite.hill.af.mil

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).
X 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
X 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
252.225-7036 Buy American ActFree Trade AgreementsBalance of Payments Program (JUN 2005) (Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
X 252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
X 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
X 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

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252.247-7023 Transportation of Supplies by Sea (MAY 2002) (A	ternate I) (MAR 2000)
(Alternate II) (MAR 2000) (Alternate III (May 2002).	e de la responsación de la companya
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 20	00) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, 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 2005) (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:

USSOCOM, SOAL-KBA 7701 Tampa Point Blvd MacDill AFB, FL 33621-5323

(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)

5652.216-9004 Procedures for Issuing *Task/Delivery* Orders under Single Award, Indefinite Delivery-Indefinite Quantity Contracts (2003)

- (a) Soliciting Task/Delivery Order Proposals: When the Government has a requirement for services/supplies to be performed/delivered under this contract, the Contracting Officer will issue a request for task/delivery order proposal either in writing/by telephone/electronic transmission. Each request will include, but not necessarily be limited to, the following:
 - Request for proposal number and/or title;
 - 2) Contract Number;
 - 3) Statement of Work;
 - 4) Instructions to Offerors;
 - 5) Items to be delivered and delivery schedule/performance period; and
 - 6) A listing of Government furnished property to be provided to the Contractor, if required.
- (b) Urgent Requirements: In the event of an urgent requirement, the Contractor shall provide a written proposal within the timeframe specified by the Contracting Officer in the specified format.
- (c) Submission of Proposals: The Contractor's proposal must comply with the Instructions to Offerors included in the request for task order proposal. The Contractor shall have no more than <u>5 days</u> to submit their proposals, unless:
 - 1) A longer timeframe is specified in the request for task order proposal, or
 - 2) It is an urgent requirement.

5652.232-9001 Invoicing (2005)

- (a) The contractor shall segregate and bill separately costs for each Delivery/Task Order issued under this contract. Cost for performing work set forth in one Delivery/Task Order shall not be allowable under any other Delivery/Task Order.
- (b) If a Delivery/Task Order contains multiple CLINs/SLINs the contractor shall segregate and bill separately the costs for each CLIN/SLIN of the Delivery/Task Order.
- (c) The cost of performing work set forth on one CLIN/SLIN shall not be allowable under any other CLIN/SLIN.
- (d) The contract number and Delivery/Task Order number shall appear on correspondences and invoices. For complete instruction on submittal of proper invoices under this contract, the contractor is instructed to contact the paying office as stated in Block 18a of the award form

(end of clause)

5652.232-9003 Paying Office Instructions (2005)	5652.232-9003	Paving	Office	Instructions	(2005
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(a) The Primary Contracting Office Point of Contact is:

Contract Specialist USSOCOM, SOAL-KB 7701 Tampa Point Blvd MacDill AFB, FL 33621

Phone: Email

(b) The Requiring Activity Official is:

Deputy Program Manager USSOCOM, SOAL-IIS-PMC3 7701 Tampa Point Blvd MacDill AFB, FL 33621

Phone Email

- (c) Invoice(s) should be forwarded directly to the following designated billing office:
- (d) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, Block 18a on Standard Form 1449, or otherwise designated paying office. (end of clause)

5652.232-9004 Distribution of Vouchers/Invoices (2005)

(a) The contractor shall forward vouchers/invoices electronically to the addresses below in a simultaneous mailing.

One copy shall be submitted to the contracting office:

Contract Specialist USSOCOM, SOAL-KB 7701 Tampa Point Blvd MacDill AFB. FL 33621

Phone: Email

One copy shall be submitted to the requiring office:

Deputy Program Manager USSOCOM, SOAL-IIS-PMC3 7701 Tampa Point Blvd MacDill AFB, FL 33621

Phone Email (b) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

(end of clause)

5652.246-9000 Marking of Warranted Items (1998)

Each item covered by a warranty shall be stamped or marked with the contract number, item description, and ship to address. Items shall also include markings that state (i) the existence and substance of the warranty, (ii) the warranty duration, and (iii) who to notify if supplies are found to be defective. Where this is impractical, written notice shall be attached to or furnished with the warranted item.

(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:

NOTE: IAW with DFAR 252.232-7002, use of electronic payment requests is mandatory via Wide Area Work Flow (WAWF).

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

CONTRACT NUMBER:

H92222-06-D-0010

DELIVERY ORDER NUMBER:

TBD

TYPE OF DOCUMENT:

Invoice and Receiving Report Inspection (COMBO)

CAGE CODE:

47358

ISSUE BY DODAAC:

H92222

ADMIN DODAAC:

S0514A

INSPECT BY DODAAC:

F2VUC0

SERVICE ACCEPTOR:

F2VUC0

LOCAL PROCESSING OFFICE: H92222

PAY OFFICE DODAAC:

F67100

(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)

WARRANTY WARRANTY

Warranty and Limitation of Liability. ViaSat warrants the hardware Products against defects in material and workmanship for a period of twelve (12) months from the date of shipment. ViaSat will, at its sole option, repair or replace those hardware Products or components determined to be defective under this Warranty which are returned promptly to ViaSat but no later than ten (10) days after expiration of the warranty period. Buyer shall provide for any removal of the defective unit or component from any hardware Product with wich it has been integrated subsequent to leaving ViaSat's plant. Replacement parts may be reconditioned and will not extend the warranty period. Warranty service is provided on a return to ViaSat's facility only with Buyer being responsible for prepaying all freight, insurance and other charges. Hardware Products covered by this warranty will be returned to Buyer with freight other charges prepaid by ViaSat. Buyer is responsible for all risk of loss and for all import/export documents, licenses, customs clearances and other requirements and charges associated with returns to and from the United States; and for installation. This warranty is not assignable nor is any third party intended to be benefited hereby.

This warranty shall not apply to any Product or parts thereof, that (a) has had the serial number, model number, or other identification markings altered, removed or rendered illegible, (b) has been damaged by or subject to improper installation or operation, misuse, neglect, use in any way with equipment not previously approved in writing by ViaSat, or from any cause beyond ViaSat's control; (c) has been repaired or altered by other than ViaSat personnel and/or has been subject to the operation instructions provided with the hardware Products. All hardware Products returned under a warranty claim must be returned I accordance with ViaSat's standard return material authorization procedures, including a written claim reciting the nature and details of the claim, the date the cause of the claim was first observed and the unit serial number.

EXCEPT FOR THE FOREGOING EXPRESS WARRANTY AS TO HARDWARE PRODUCTS, VIASAT MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WITH RESPECT TO THE HARDWARE AND SOFTWARE PRODUCTS AND SERVICES, WHETHER WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE OR BASED ON ANY SAMPLE OR MODEL SOFTWARE PRODUCTS ARE PROVIDED "AS IS".

THE ABOVE EXPRESS WARRANTY SHALL CONSTITUTE THE SOLE REMEDY OF THE BUYER AND SOLE LIABILITY OF VIASAT WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE AND IN NO EVENT SHALL VIASAT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, GOOD WILL OR LOSS OF USE OR DATA) OR ANY COSTS OF SUBTITUTE PRODUCTS ARISING OUT OF OR RELATED TO THE PRODUCTS OR ANY USE OR THE RESULTS OF ANY USE THEREOF OR OTHERWISE RELATING TO THE FUNCTIONING THEREOF OR ARISING OUT OF THIS CONTRACT, WHICH MAY BE SUSTAINED BY BUYER, ITS CUSTOMERS OR OTHERS, EVEN IF

VIASAT HAD BEEN ADVISED, KNOWN OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS, AND BUYER SHALL HOLD HARMLESS AND DEFEND VIASAT THEREFROM.

VIASAT'S LIABILITY FOR DAMAGES TO BUYER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING DEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT OF PAYMENTS RECEIVED HEREUNDER BY VIASAT FOR THE PRODUCT/SERVICE RELATING TO SUCH LIABILITY. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT VIASAT'S LIABILITY UNDER OR ARISING OUT OF THIS CONTRACT.

BUYER ASSUMES ALL RESPONSIBILITY FOR THE PRODUCTS IN CONNECTION WITH INSTALLATION, START-UP AND MAINTENANCE, INCLUDING ANY REQUIREMENTS FOR LICENSES, PERMITS OR OTHER GOVERNMENTAL APPROVALS. VIASAT'S RESPONSIBILITY SHALL BE LIMITED SOLELY TO BUYER UNDER THE WARRANTY STATED HEREIN.