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PIIN/SIIN W56HZV-04-R-0260

MOD/AMD 0005

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Amendment 0005 to Solicitation W56HZV-04-R-0260

Item: 116 each of the "A2" Circuit Card for the M1A1 Hull Networks Box; A 100% Option Applies.

NSN 5999-01-343-4203; TDP 12387167 dated 5/8/2003

First Article Testing is required.

The Government WILL NOT FURNISH an M1A1 Hull Networks Box, or an equivalent to it, needed to perform certain tests.Contractor must design & build his own test fixture equivalent to the M1A1 Hull Networks Box.

A. The purpose of this Amendment 0005 is to REMOVE THE WAIVER PROVISIONS FOR FIRST ARTICLE TESTING (FAT). TACOM will NOT waive FAT for any contractor.

(1) Under Data SubCLIN 0001AB, 1st Article Test & Report, the following narrative is hereby deleted:

"The reason we are asking offerors to fill in the dollar amount in the preceding paragraph is so that we will know how much to subtract from the Production CLIN if we waive First Article Test."

(2) Under Clause E-3: "First Article Approval -- Contractor Testing, Regulatory Cite 52.209-3," the following portion is hereby deleted:

E-3 (h): "The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver."

(3) Under Clause F-4: "Delivery Schedule, Regulatory Cite 52.242-4022," Paragraph (c) is hereby changed to read: "TACOM will not grant FAT waiver to any offeror."

(4) Clause L-8: "Contract Price Reduction For Waiver of Required First Article Approval, Regulatory Cite 52.209-4005" is hereby deleted entirely.

(5) Clause L-13: "Provision For Waiver of Required First Article Approval, Regulatory Cite 52.209-4007" is hereby deleted entirely.

(6) Clause M-1: "Evaluation Factors For First Article Test Requirement, Regulatory Cite 52.209-4006" is hereby deleted entirely.

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Name of Offeror or Contractor:

B. The solicitation's closing date REMAINS October 19, 2004 @ 1:00 p.m. Eastern Daylight Time.

*** END OF NARRATIVE A 006 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AB	<p><u>DATA ITEM: 1ST ARTICLE TEST & REPORT</u></p> <p>NOUN: 1ST ARTICLE TEST & REPORT</p> <p>The <u>1 LO</u> listed on this schedule page means <u>1 LOT</u>. The 1 LOT refers to 1 test report covering the First Article Test.</p> <p>NSP = Not Separately Priced</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: PER SPEC SC-X15145A</p> <p>FIRST ARTICLE TEST REPORT, PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING." (SEE SECTION E OF THIS DOCUMENT.)</p> <p>THE PRICE FOR FIRST ARTICLE TESTING IS INCLUDED IN THE TOTAL AMOUNT FOR PRODUCTION CLIN 0001AA.</p> <p style="text-align: center;">(End of narrative C001)</p>	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
FOUR (4) TESTS	<p>PROVIDE A <u>CHOICE</u> OF TEST EQUIPMENT.</p> <p>***** See Paragraph 4.2.3.2 (of Spec # SC-X15145A) "Basic Shock." It says, ". . . The assembly shall be mounted using the installed interface configuration for its intended application OR EQUIVALENT and subjected to the shock test"</p> <p>***** See Paragraph 4.2.3.3 (of Spec # SC-X15145A) "Gun Firing Shock." It says, ". . . The assembly shall be mounted using the installed interface configuration for its intended application OR EQUIVALENT and subjected to the shock test"</p> <p>***** See Paragraph 4.2.3.4 (of Spec # SC-X15145A) "Vibration." It says, ". . . The assembly shall be mounted using the installed interface configuration for its intended application OR EQUIVALENT and subjected to the vibration test"</p> <p>***** See Paragraph 4.2.3.5 (of Spec # SC-X15145A) "Ballistic Shock." It says, ". . . The assembly shall be mounted using the installed interface configuration for its intended application OR EQUIVALENT and subjected to the shock test"</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
*****	This solicitation document and its resulting award document hereby AUTHORIZE THE CONTRACTOR TO CHOOSE BETWEEN USING THE INTENDED APPLICATION (which is the M1A1 Tank's Hull Networks Box, NSN 6110-01-422-2562) to perform those 4 preceding tests <u>OR</u> USING AN EQUIVALENT TEST FIXTURE OF YOUR OWN DESIGN. TACOM gives the choice to the contractor.																						
	(End of narrative C002)																						
	<u>Packaging and Marking</u>																						
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin																						
	<u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DAYS AFTER AWARD</td> </tr> <tr> <td>001</td> <td>1</td> <td>0300</td> </tr> </table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0300				
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	FOB POINT: Destination																						
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00002) SEE CLAUSE IN SECTION E OR I FOR DISTRIBUTION																						

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test 3 unit(s) of PRODUCTION Contract Line Item 0001AA as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 300 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:

The Administrative Contracting Officer (ACO) at the cognizant Defense Contract Management Agency (DCMA)

Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number _____.

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) This paragraph (h) is deleted entirely by Amendment 0005 to Solicitation W56HZV-04-R-0260.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

NOTE FROM BUYER TO CONTRACTOR: Please note that the preceding addendum gives authorization from the Procuring Contracting Officer (PCO) to you to purchase PRIOR TO FIRST ARTICLE TEST APPROVAL all the materials & components necessary to produce the 116 each under

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Name of Offeror or Contractor:

Production CLIN 0001AA.

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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F-1 CHANGED	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000
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(a) DEFINITIONS:

(1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(3) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(b) The Government's proposed delivery schedule is:

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>
0001AB	300 Days After Award	Contractor shall submit FAT Report to the ACO.
0001AB	330 Days After Award	ACO shall complete his/her review of the FAT Report.
0001AA	390 Days After Award	20 each Circuit Card Assembly "A2" for the M1A1 Hull Networks Box
0001AA	420 Days After Award	20 each
0001AA	450 Days After Award	20 each
0001AA	480 Days After Award	20 each
0001AA	510 Days After Award	20 each
0001AA	540 Days After Award	16 each

(c) TACOM will not grant FAT waiver to any offeror, per Amendment 0005 to Solicitation W56HZV-04-R-0260.

(d) You can accelerate delivery: if such acceleration is done at no extra charge to the Government.

(e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

*****SPECIAL NOTE TO OFFEROR: Please fill in Paragraph (f) which follows. Thank you, Wendy Jacques*****

(f) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

[End of Clause]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 DELETED	52.209-4005 (TACOM)	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL	FEB/1998
L-2 DELETED	52.209-4007 (TACOM)	PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL	DEC/1980

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 DELETED	52.209-4006 ALT I (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT	JUL/2000