

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 24
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0690	3. Effective Date 2004OCT15	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-AQ-ABGB TOM SARGEE (586)753-2324 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: SARGEET@TACOM.ARMY.MIL	Code	W56HZV	6. Administered By (If Other Than Item 5) DCMA BUFFALO T.J. DULSKI FEDERAL BLD ROOM 1103 111 WEST HURON ST. BUFFALO, NY 14202-2392	Code	S3305A
			SCD C PAS NONE	ADP PT HQ0337	

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GHIOCEL PREDICTIVE TECHNOLOGIES, INC. 6 SOUTH MAIN STREET 2ND FLOOR PITTSFORD, NY. 14534-3104 TYPE BUSINESS: Other Small Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
To The Address Shown In: Item 12	
Code 3G3L0	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	Code	HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
15G. Total Amount Of Contract \$729,549.00					

16. Table Of Contents							
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X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	24
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17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer DEREK MCALEER MCALEER@TACOM.ARMY.MIL (586)574-7197
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004OCT15

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>STOCHASTIC ENG IN A DISTRIBUTIVE FIELD</u></p> <p>NOUN: FY05 SBIR II, TOPIC A03-226 SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work."</p> <p>Est.Cost: \$694,809 Fixed Fee: \$ 34,740 Total Amount: \$729,549</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0730</td> </tr> </table> <p>\$ 729,549.00</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0730	1	LO		\$ 729,549.00
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0730									
000101	<p><u>STOCHASTIC ENG IN A DISTRIBUTIVE FIELD</u></p> <p>NOUN: FY05 PHII SBIR GHIOCEL PRED PRON: R342C540R3 PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 (AMOUNT: \$ 361,812.00)</p>										
0002	<p><u>DATA ITEMS</u></p> <p>SECURITY CLASS: Unclassified</p>										
A001	<p><u>PROGRESS, STATUS & MGT REPORT</u></p> <p>NOUN: DI-MGMT-50227(T) SECURITY CLASS: Unclassified</p>		LO	\$ ** NSP **	\$ ** NSP **						

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 24
	PIIN/SIIN W56HZV-04-C-0690	MOD/AMD
Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.		

B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is as stated in Section B Schedule.

B.1.2 The Contractor will be paid for the fixed fee stated in Section B under CLIN 0001 for the performance of work under the Contract and in accordance with the terms of the Contract Clause entitled, "FIXED FEE," (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.

B.1.3 Allowable cost shall be determined, and payment shall be provided, in accordance with the Contract Clause entitled, "ALLOWABLE COST AND PAYMENT."

B.2 Payment

The Contractor may submit public vouchers every two weeks for payment under this Contract. The fee will be payable at the time of reimbursement of cost at the same rate as the total Contract fee bears to the total estimated cost, subject to any withholding pursuant to provisions of this Contract.

B.3 Funding

B.3.1 The Government shall provide funds under this Contract covering the estimated cost and fee, on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled, "LIMITATION OF FUNDS." It is estimated that the incremental amounts are sufficient for the performance of work in each cited period. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall plan and execute the work required by this Contract to expend and/or commit funds compatible with the funding schedule below. Whenever the Contractor has reason to believe the funds allotted to this contract for any fiscal year are either insufficient or excessive for performing the work required in that fiscal year, the Contractor shall notify the Government.

B.3.2 Incremental Funding Schedule

Performance Period	Amount
Award through Nov 2005:	\$361,812
Nov 2005 through Contract Completion:	<u>\$367,737</u>
Total:	\$729,549

B.4 Funds Allotted. The amount of funds currently allotted to this Contract are \$361,812.

B.4.1 For the purpose of the Contract clause, "LIMITATION OF FUNDS," the total amount allotted by the Government to the Contract shall be the amount of funds allotted in paragraph B.4 above.

B.4.2 In performing this Contract, the Contractor is not obligated to incur costs, including fee, in excess of the amount of funds allotted to the Contract, as shown in this clause, nor is the Government obligated to reimburse the Contractor for cost and fee in excess of the amount of funds allotted to the Contract by the Government.

*** END OF NARRATIVE B 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 24
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Name of Offeror or Contractor: GHIOCCEL PREDICTIVE TECHNOLOGIES, INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(Integrating Stochastic Engineering Models in a Distributed Environment.)

Introduction: The contractor (Ghiocel Predictive Technologies, Inc.), acting as an independent contractor and not as an agent of the government, shall provide the necessary personnel, facilities, materials and services to complete the effort as described below.

C.1: The contractor shall implement the proposed stochastic engineering technology for efficiently conducting Reliability Based Design Optimization (RBDO) analysis for ground vehicles using large-scale, high fidelity, Finite Element (FE) models with potential high dimensional random inputs with execution on a distributed computational environment. This will be accomplished through the following requirements / specifications:

C.2: Development of Demonstrative Software

C.2.1.: The contractor shall develop and implement a detailed plan stochastic sequential preconditioning techniques into the existing FEAP (deterministic, open-source, FE technology developed and maintained at UC-Berkeley) software. This will be known as the serial FEAP code.

C.2.1.1: Develop and implement a detailed plan utilizing parallel computational techniques into FEAP software. Implementation shall include the Parmetis and Metis software libraries. This will be known as the parallel FEAP code.

C.2.1.1.2: The parallel FEAP code shall have a direct interface structure from FEAP to parallel numerical algorithms of PETSC (numerical libraries for parallel PDE solution, including geometric multi-grid solvers).

C.2.1.1.3: The parallel FEAP code shall have an interface structure from FEAP through algebraic multi-grid solver for unstructured meshes.

C.2.1.1.4: Stochastic sequential preconditioning techniques shall be developed, implemented, and analyzed in both serial and parallel FEAP codes.

C.2.1.1.4.1: The contractor shall conduct standard linear and nonlinear benchmark problems. Comparisons shall be documented in both accuracy and computational run time.

C.2.1.1.5: The best performing (based on standard benchmarks) stochastic field approximation models/stochastic metamodels (developed in Phase I) shall be implemented into the stochastic FEAP code.

C.2.1.1.6: The set of different uniform filling-space sampling techniques (developed in Phase I) shall be implemented into the stochastic FEAP code.

C.3: Implementation of the Demonstrative Software for Analysis.

C.3.1: The final stochastic FEAP code shall be utilized in the RBDO analysis.

C.3.2: The contractor shall conduct standard linear and nonlinear benchmark problems. Comparisons shall be documented in both accuracy and computational run time.

C.3.3: The implementation into RBDO software shall involve the development of a new toolbox to include epistemic (modeling) uncertainty.

C.3.4: Non-deterministic RBDO shall be conducted using 3 different methods: (1) reliability-based design optimization, (2) possibility-based design optimization, and (3) evidence-based design optimization.

C.4.: Software Implementation

C.4.1: The contractor will conduct a system software implementation using parallel stochastic FEAP code and performance & geometric data for a military vehicle system (the system be determined at a later time by the COR, due to availability restraints).

C.4.1.1 The military vehicle system performance and geometric data will be government furnished information (GFI), to be furnished no later than fifteen (15) months after contract award date.

C.4.2: The contractor will conduct a system implementation using the various RBDO implementation schemes on performance & geometric data for the "High Mobility Trailer System".

C.4.2.1 The High Mobility Trailer System performance & geometric data will be GFI, to be furnished no later than fifteen (15) months after contract award date.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 24****PIIN/SIIN** W56HZV-04-C-0690**MOD/AMD****Name of Offeror or Contractor:** GHIOCEL PREDICTIVE TECHNOLOGIES, INC.**C.5: Meetings and Reports****C.5.1: Start of Work Meeting**

The contractor shall conduct a Start of Work Meeting within 90 days after contract award at TACOM, Warren, MI. The contractor shall at a minimum provide program overview and a program milestone chart.

C.5.2: Contractor's Progress, Status and Management Reports.

The contractor shall submit quarterly progress reports showing progress, cost, problems and remedial actions taken.

C.5.3: Final Report.

The contractor shall document and submit a final report detailing design, benchmarking analysis, implementation and software instructional manual.

C.5.4: Performance and Cost Reports

The contractor shall submit quarterly written financial reports as prescribed in Contract Data Requirement List, Data item A003.

C.6: Deliverables

C.6.1: The contractor shall deliver the demonstrative software, including all necessary algorithms as described in section C.2.

C.6.2: Contractor's Progress, Status, and Management Report.

The Contractor shall provide a "Contractor's Progress, Status and Management Report" in accordance with the Contract Data Requirements List, Data Item No. A001, DID Number: DI-MGMT-80227 (T), with noted exceptions. The report shall discuss technical progress, problems encountered with corrective action taken, and plans for the following period.

C.6.3: Final Technical Report.

The Contractor shall submit a "Final Technical Report" for the proposed stochastic engineering technology in accordance with the Contract Data Requirements List, Data Item No. A002.

*** END OF NARRATIVE C 001 ***

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Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items delivered under this contract shall be packaged and packed in accordance with standard commercial practices, in order to assure arrival at Destination without damage or loss.

D.2 Marking

The contractor shall ensure that all technical data, deliverable under this contract, is identified by the contractor's name and address and, where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

E.1 The Contracting Officer's Representative (COR) is responsible for inspecting and accepting or rejecting all hardware, software, and reports submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

*** END OF NARRATIVE E 001 ***

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MOD/AMD

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.3: Delivery

F.3.1: All items called for in this contract shall be delivered FOB Destination to:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSRD-TAR-N / MS 157,
Dr. Greg Hudas
6501 E. 11 Mile Rd.
Warren, Michigan 48397-5000

F.3.2: Delivery of Data set forth in the Contract shall be in accordance with DD Form 1423 (Section J).

F.3.2.1: Data item A001: Contractor's Progress, Status & Management report.

F.3.2.2: Data item A002: Final Technical Report (FTR)

F.3.2.3: Data item A003: Performance and Cost Reports

F.3.3: Demonstrative software as described in section C.2.2 by the end of contract performance.

F.4: Performance

The period of performance of the contract shall be twenty-four (24) months from the date of award.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ LINE AMS CD/ OBLG	JOB ORDER ACCOUNTING OBLIGATED
<u>ITEM</u> <u>MIPR</u> <u>ACRN</u> <u>STAT</u> <u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u> <u>STATION</u> <u>AMOUNT</u>
000101 R342C540R3 AA 2 21 42040000046N6N7EP665502255Y S20113 665502M4055	42C540 W56HZV \$ 361,812.00
	TOTAL \$ 361,812.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u> <u>ACCOUNTING CLASSIFICATION</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
Army	AA 21 42040000046N6N7EP665502255Y S20113	W56HZV	\$ 361,812.00
		TOTAL	\$ 361,812.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2 52.242-4016	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Dr. Greg Hudas
e-mail: hudasg@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Cognizant
e-mail: Cognizant

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-4	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf

[End of clause]

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Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.		

G-5 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G.1 SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST WITHIN EACH CLIN

G.1.1 This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification and accounting classification reference number (ACRN) for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

G.1.2 In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

G.1.3 The PAYING OFFICE: The major effort on this contract is described under one or more four-digit CLINs. Each four-digit CLIN has at least one six-digit contract subline and ACRN. The contract is funded at the subline level. When the contractor submits an invoice (which will specify one or more four-digit CLINs against which payment is being requested), DFAS will make payment for each invoiced CLIN using the oldest money available under the six-digit subline(s) associated with the specified four-digit CLIN(s).

G.1.3.1 Example One:

The contractor submits an invoice in the total amount of \$150,000. The contractor further identifies \$100,000 is for effort performed under CLIN 0003, and \$50,000 is for effort performed under CLIN 0004. The contract also shows sublines 0003AA with FY01 funds, 0003AB with FY00 funds, 0004AA with FY01 funds and 0004AB with FY02 funds. Payment will be made as follows:

For the \$100,000 effort under CLIN 0003, make disbursement from 0003AB until fully disbursed then begin disbursing from 0003AA.

For the \$50,000 effort under CLIN 0004, make disbursement from 0004AA until fully disbursed then begin disbursing from 0004AB.

G.1.3.1 Example Two:

The contractor submits an invoice in the total amount of \$200,000. The contractor further identifies \$50,000 is for effort performed under CLIN 0003, and \$150,000 is for effort performed under CLIN 0004. The contract also shows sublines 0003AA and 0003AB, which are both funded with FY00 funds, 0004AA with FY01 funds and 0004AB with FY02 funds. Payment will be made as follows:

For the \$50,000 effort under CLIN 0003, make disbursement equally from both CLIN 0003AA and 0003AB since they are the same year money.

For the \$150,000 effort under CLIN 0004, make disbursement from CLIN 0004AA until fully disbursed then begin disbursing from CLIN 0004AB EVEN IF THERE IS STILL OLDER MONEY REMAINING ON CLIN 0003AA.

G.2 SPECIAL BILLING INSTRUCTIONS: BILL TO THE FOUR DIGIT LINE ITEM

G.2.1 The CONTRACTOR shall bill costs against the four digit CLIN as shown in Section B of this award. This four digit CLIN shall be identified on each invoice or payment voucher submitted against this contract for payment and shall correspond with the effort performed. Additionally, the contractor shall also list all the associated six digit SubCLIN(s) under the specified four-digit CLIN(s) for which payment is being requested, and for which funding has been obligated, stating that DFAS is to pay from SubCLIN(s) in accordance with the special payment instructions specified in G.1.

*** END OF NARRATIVE G 001 ***

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MOD/AMD

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-8	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991

H-14 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-15 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-16 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World

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Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-17 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-18 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.		

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.1 The government will provide the contractor, for performance of this contract, the necessary performance and geometric data for military ground vehicle systems and the High Mobility Trailer System (performance and geometric data) as described in section C.4 by no later than fifteen (15) months after contract award date.

*** END OF NARRATIVE H 001 ***

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Name of Offeror or Contractor: GHIODEL PREDICTIVE TECHNOLOGIES, INC.

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-9	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-10	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-18	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-25	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-38	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-41	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-22	LIMITATION OF FUNDS	APR/1984
I-45	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-46	52.232-25	PROMPT PAYMENT	OCT/2003
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-50	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-51	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-52	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-55	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-56	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-57	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-	MAY/2004

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		HOOR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	
I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-60	52.249-14	EXCUSABLE DELAYS	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-70	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-71	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-72	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-73	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-74	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-75	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM (ALT 1)	JUN/1995
I-76	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-77	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-78	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-79	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-80	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-81	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-82	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-83	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
		(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--	
		(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;	
		(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;	
		(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or	
		(4) That will result in lower overall costs to the Government.	
		(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--	
		(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;	
		(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;	
		(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and	
		(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.	
		(End of clause)	
I-84	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003

Name of Offeror or Contractor: GHIODEL PREDICTIVE TECHNOLOGIES, INC.

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-85

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-86

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

JUL/2004

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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

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

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer 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(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

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

[End of Clause]

I-87 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

[End of Clause]

I-88 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-89 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS APR/2003
Hand or measuring tools delivered under this contract shall be produced in the United States or its possessions.

(End of clause)

I-90 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

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(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a

CONTINUATION SHEET**Reference No. of Document Being Continued**

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MOD/AMD

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 22 of 24
	PIIN/SIIN W56HZV-04-C-0690 MOD/AMD	
Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.		

down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-91 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-92 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offer/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 23 of 24****PIIN/SIIN** W56HZV-04-C-0690**MOD/AMD**

Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0690 MOD/AMD	Page 24 of 24
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Name of Offeror or Contractor: GHIOCEL PREDICTIVE TECHNOLOGIES, INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACTOR'S DATA REQUIREMENT LIST			

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for retrieving 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, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002	D. SYSTEM/ITEM.....:
B. EXHIBIT.....: A	E. CONTRACT NO.....: W56HZV-04-C-0690
C. CATEGORY.....: FY04 BAA Topic 07	F. CONTRACTOR.....: Ghiocel Predictive Technologies
1. DATA ITEM NO.....: A001	
2. TITLE OF DATA ITEM....: Contractor's Progress, Status, and Management Report	
3. SUBTITLE.....:	
4. AUTHORITY.....: DI-MGMT-80227(T)	
5. CONTRACT REFERENCES...: Scope of Work (SOW), Section C.6.2	
6. REQUIRING OFFICE.....: AMSTA-TAR-N	9. DIST. STATEMENT REQUIRED:
7. DD250 REQ.....: LT	10. FREQUENCY: See Block 16
8. APP CODE.....:	11. AS OF DATE:
	12. DATE OF FIRST SUB: See Block 16
	13. DATE OF SUBS. SUB: See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT	FINAL
Mr. Greg Hudas, Contracting Officer's Representative (COR), E-mail:hudasg@tacom.army.mil				1
Mr. Thomas Sargee, Contract Specialist, E-mail:sargeet@tacom.army.mil				1
Cognizant Administrative Contracting Officer, E-mail: TBD				1
15. TOTAL:				1 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Mr. Hudas's, Mr. Sargee's, and the cognizant ACO e-mail addresses.

16. REMARKS:

a. The Contractor shall deliver quarterly (every three months) reports, starting 90 days from the date of contract award, in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227(T) (Contractor's Progress, Status and Management Report).

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227(T), "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the internet address below, for instructions on completing the required report.

Tailoring note: Delete paragraph 10.3 (g, k & l) from DID DI-MISC-80227

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the

format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

- NOTES:
- (a) The above formats may be submitted in compressed form using self-extracting files.
 - (b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 1/2 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO.....: A002
- 2. TITLE OF DATA ITEM...: Scientific and Technical Report
- 3. SUBTITLE.....: Final Technical Report

- 4. AUTHORITY.....: DI-MISC-80711A (T)
- 5. CONTRACT REFERENCES...: Scope of Work (SOW), Section C.6.3
- 6. REQUIRING OFFICE.....: AMSTA-TAR-N

- 9. DIST. STATEMENT REQUIRED:
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE:

- 12. DATE OF FIRST SUB:
See Block 16
- 13. DATE OF SUBS. SUB:
See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT	FINAL
Mr. Greg Hudas, Contracting Officer's Representative (COR), E-mail:hudasg@tacom.army.mil			1	1
Thomas Sargee, Contract Specialist, E-mail: sargeet@tacom.army.mil				1
Cognizant Administrative Contracting Officer, E-mail: TBD				1
15. TOTAL:			1	1 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Mr. Hudas's, Mr. Sargee's, and the cognizant ACO e-mail addresses.

16. REMARKS:

a. The Contractor shall deliver one (1) draft "Final Technical Report," within 60 days of contract completion. Besides the data required by DI-MISC-80711A (T), the draft report shall include all test data, total production estimate and project cost savings related to the effort findings, charts, and drawings resulting from this contract. The draft report shall also include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR will review the draft report and return it to the Contractor within ten (10) days of receipt with comments. The Contractor shall submit one (1) final "Final Technical Report" within ten (10) days after receipt of draft comments.

b. Complete the reports IAW DID DI-MISC-80711(A), "Technical Report - Study/Services." The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC),

in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report.

Tailoring Note: Delete paragraph 10.2 from DID DI-MISC-80711A.

<http://assist.daps.dla.mil/docimages/0002/27/88/80711A.PD4>

You may download the SF 298 from the following internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic A02-233." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 1/2 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple

e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO.: A003
- 2. TITLE OF DATA ITEM.: Performance and Cost Reports
- 3. SUBTITLE: Financial Reports
- 4. AUTHORITY: DI-FNCL-80912
- 5. CONTRACT REFERENCE: C.5.4
- 6. REQUIRING OFFICE...: AMSRD-TAR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: 30 DAC
- 7. DD250 REQ.....: LT 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
- 8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT	FINAL
	Mr. Greg Hudas, Contracting Officer's Representative (COR), E-mail:hudasg@tacom.army.mil		1	1
	Thomas Sargee, Contract Specialist, E-mail: sargeet@tacom.army.mil			1
	Cognizant Administrative Contracting Officer, E-mail: TBD			1
		15. TOTAL:	1	1 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Mr. Hudas's, Mr. Sargee's, and the cognizant ACO e-mail addresses.

16. REMARKS:

a. Contractor shall provide quarterly (every 3 months) written financial reports. The first report is due 90 days after award of the contract.

b. The financial reports shall report all total costs incurred to date, list of parts ordered, with specific reference to the cost incurred since the last performance and cost report. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-FNCL-80912, "Performance and Cost Reports." The COR is responsible for accepting or rejecting the Financial Reports See DID DI-FNCL-80912, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0001/49/93/DI80912.PD6>

If this link does not work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and

be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

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(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

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17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: