

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 31
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0766	3. Effective Date 2004SEP24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-AQ-ABGD SALLY A. PETROUS (586)573-2202 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: PETROUSS@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD A PAS NONE ADP PT HQ0339	Code S1403A
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7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) DEERE & COMPANY EPOWER TECHNOLOGIES ONE JOHN DEERE PLACE MOLINE, IL. 61265-8010 TYPE BUSINESS: Large 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) Item 12 To The Address Shown In:
Code 3GU12 Facility Code	

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP622601255Y 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 \$742,955.00					

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

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 MICHAEL L. CIONI CIONIM@TACOM.ARMY.MIL (586)574-7070
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 2004SEP24

Name of Offeror or Contractor: DEERE & COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Hybrid Diesel Electric M-Gator (Technology Demonstrator)

CONTRACT: W56HZV-04-C-0766

PURPOSE: Procure the development of a Diesel/Electric Hybrid-Drive Integration onto the John Deere Military Gator Platform

CONTRACT AMOUNT: \$742,955

1. The purpose of this contract is to award a Cost plus fixed-fee contract to Deere & Company, EPower Technologies for the development of a Diesel Electric Hybrid-Drive Integration onto the John Deere Military Gator Platform.
2. By signing this contract Deere & company, EPower Technologies agrees to provide the following items on a cost plus fixed fee contractual basis at the unit price, quantities, and delivery requirements as set forth below:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Estimated Cost</u>	<u>Fixed Fee(7%)</u>	<u>Total Estimated Amount</u>
0001AA	Hybrid Diesel Electric M-Gator	1	\$694,350	\$48,605	\$742,955

3. Period of Performance:

The period of performance shall extend for 12 months after the Contact award date. Delivery will be in 365 day after award of this contract.

4. Place of Performance:

Deere & Company
 EPower Technologies
 14401 Carowinds Blvd
 Charlotte, NC 28241
 CAGE CODE: 7VGBFW

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: DEERE & COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																				
0001	SECURITY CLASS: Unclassified																				
0001AA	<p>SERVICES LINE ITEM</p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: HYBRD DIESEL ELECTRIC M-GATOR PRON: R342C425R3 PRON AMD: 01 ACRN: AA AMS CD: 622601H7711</p> <p>The contractor shall furnish all of the personnel, facilities, materials, supplies and services necessary to complete the effort described in the Statement of Work in Section C, with Project costs broken down as follows:</p> <table data-bbox="245 934 730 1018"> <tr> <td>Estimated Cost</td> <td>\$694,350</td> </tr> <tr> <td>Fixed Fee</td> <td>\$ 48,605</td> </tr> <tr> <td>Total Estimated Amount</td> <td>\$742,955</td> </tr> </table> <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 data-bbox="245 1281 771 1365"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th><u>REL CD</u></th> <th><u>QUANTITY</u></th> </tr> <tr> <th></th> <th><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> </tr> <tr> <td></td> <td>30-SEP-2005</td> </tr> </tbody> </table> <p>\$ 742,955.00</p>	Estimated Cost	\$694,350	Fixed Fee	\$ 48,605	Total Estimated Amount	\$742,955	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	001	0		30-SEP-2005				\$ 742,955.00
Estimated Cost	\$694,350																				
Fixed Fee	\$ 48,605																				
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<u>REL CD</u>	<u>QUANTITY</u>																				
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001	0																				
	30-SEP-2005																				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0766 MOD/AMD

Name of Offeror or Contractor: DEERE & COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>DATA ITEMS/EXHIBIT A/CDRL/DD FORM 1423</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>PROGRESS, STATUS & MANAGEMENT REPORTS</u></p> <p>NOUN: PROGRESS/STATUS/MGMT REPORTS SECURITY CLASS: Unclassified</p> <p>Contractor's Progress, Status & Management Reports to be submitted every month after Contract award, for a total of eleven such Reports during the Contract Period of Performance - see Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, Data Item Number A001 for details regarding the submission of these Reports.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A002	<p><u>CONFERENCE/MEETING MINUTES</u></p> <p>NOUN: CONFERENCE/MEETING MINUTES SECURITY CLASS: Unclassified</p> <p>Contractor's preparation and submission of minutes for the Start of Work/Kick-Off Meeting, Quarterly Program Review/Progress Meetings, and all other significant meetings and/or conferences - see Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, Data Item Number A002 for minute preparation and submission requirements.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **
A003	<p><u>FINAL SCIENTIFIC & TECHNICAL REPORT</u></p> <p>NOUN: FINAL SCIENTIFIC & TECH RPT SECURITY CLASS: Unclassified</p>		LO	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0766 MOD/AMD

Name of Offeror or Contractor: DEERE & COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p>Contractor's Final Scientific and Technical Report to be submitted at the end of the Contract Period of Performance - see Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, Data Item Number A003 for details regarding the submission of this Report.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>TECH DEMOS & SIMULATION OF SYS COMPONENTS</u></p> <p>NOUN: TECH DEMO/PRESENTATION INFO SECURITY CLASS: Unclassified</p> <p>Contractor's Schedule of Technical Demonstrations and Presentations - see Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, Data Item Number A004 for demonstration/presentation requirements.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **

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MOD/AMD

Name of Offeror or Contractor: DEERE & COMPANY**B.1 ESTIMATED COST AND PAYMENT**

B.1.1 The estimated cost for performance of the work under this Contract are set forth in the Schedule, Section B. In consideration of performance of the work specified under each sub-CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown.

B.1.2 The Contractor will be paid the fixed fee stated in Section B for the performance of work under the Contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee" (MAR 97), FAR 52.216-8. The fixed fee together with the reimbursement of costs 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 thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment"(DEC 02), FAR.216-7.

*** END OF NARRATIVE B 001 ***

B.2 FUNDING

B.2.1 The Contractor shall notify the Government in accordance with the Contract Clause hereof Section I entitled "LIMITATION OF COST", FAR 52.232.20, whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

*** END OF NARRATIVE B 002 ***

B.3 Payment

The Contractor may submit public vouchers monthly for payment under this Contract. The fee will be payable at the time of reimbursement of cost at the same rate as the total fee of this Contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this Contract not to exceed 10% of total contract price. Final payment is contingent upon Contracting Officer's Representative (COR) receiving and approving a DD Form 250 for the Final Scientific and Technical Report, CDRL A003.

*** END OF NARRATIVE B 003 ***

B.6. AUDIT OF RECORDS

B.6.1 the Administrative Contracting Officer or his/her authorized representative shall perform an accounting system review within 6 months after contract award and shall also, in accordance with Section I, FAR 52.215-2, Audit & Records - Negotiations, perform an audit of, at least, the contractor's final cost voucher.

*** END OF NARRATIVE B 004 ***

Name of Offeror or Contractor: DEERE & COMPANY

battery-only, to allow for silent operation where necessary, without the possibility of the engine auto-starting; 2) diesel engine auto-starts when the battery pack falls below a certain charge threshold, and then stops again when full charge is reached; 3) diesel engine on all the time (providing Alternating Current/AC power). The HE-Gator shall have the same capability during switch-over between diesel power and battery power, and while the HE-Gator remains in the battery power, electric drive train, mode of operation. The HE-Gator steering system shall be able to turn the vehicle in any direction, under a total capacity load or without a load, at the operator's discretion. The HE-Gator shall turn in a smaller radius and demonstrate improved point to point steering, while negotiating a curved road, under a total capacity load than the M-Gator. The benefits in the turning capabilities will be provided as part of the Trade-Off Study. The HE-Gator shall meet the testing requirements approval of the Contracting Officer's Technical Representative (COR) before testing these two temperature points: at -25oF and at +120oF. The HE-Gator shall operate consistently, meeting the requirements, in the ambient temperature ranges from -25oF to +120oF.

C.2.3 Requirement for Alternating Current Power Generation. The Contractor shall design, develop, test, demonstrate and deliver an on-board, embedded into the platform at a location accessible to the operator, AC Power Generation system to provide power to off-platform equipment. The power generation shall generate not less than 5,000 Watts (W) of 120V/240V, 60Hz, Single-Phase modified sine wave AC Power. The Power Generator shall meet the AC testing requirements approval of the COR before testing the temperature points of -25oF and +120oF. The AC Power Generator shall operate consistently providing 5kW of continuous power, meeting the requirements, in the ambient temperature ranges from -25oF to +120oF for at least one full tank (the tank capacity on the M-Gator) of diesel fuel.

C.2.4 Requirements for AC Power Connection. There shall be an AC outlet arrangement at a location accessible to the operator to include four NEMA 5-20R outlets, one NEMA L5-30R outlets, and not less than one NEMA L14-30R outlet. All AC ports shall include all-weather insulated, non-conductive covers attached to the vehicle to protect the ports when not in use. Final number and type of receptacles will be a Trade-Off Study review item.

C.2.5 Requirements for Instrumentation. As a basis for the development of the HE-Gator, the Contractor shall keep and use the current instrumentation that resides on the M-Gator and incorporate additional instrumentation as detailed below. If the contractor determines a benefit to the end user (i.e. the soldier) in changing the M-Gator instrumentation, they shall initiate a proposed change of the instrumentation, for COR approval, that will be installed on the HE-Gator.

C.2.5.1 Requirements for Low Battery Warning. The vehicle's instrumentation shall include a dash-mounted diagnostics alert to indicate that the batteries need servicing and/or replacement. The operator shall be able to access the battery compartment with a mean time to service/replace the batteries of one half hour.

C.2.5.2 Requirements for Low Fuel Warning. There shall be a dash-mounted fuel gauge indicating the level of diesel fuel remaining in the fuel tank. There shall be a red indicator light on the rear of the vehicle to alert the operator of the power generator of a low diesel fuel condition, indicating the need to re-fuel the vehicle. The light shall illuminate with one half gallon of diesel fuel remaining in the fuel tank.

C.2.6 Requirements for Training. The Contractor shall conduct a training session, 14 days prior to the testing date and in coordination with the COR, on the operation of the HE-Gator and Power Generator. The Contractor shall, along with the training session, instruct the user on the safe operation of the vehicle and Power Generator, so that the user will not damage the vehicle, Power Generator, off board platform equipment, or suffer an injury. The Contractor shall provide, 14 days prior to the testing date and as part of the Final Scientific and technical report at the end of the Contract, a User's Manual and Maintenance Manual to the Government in both electronic and hard copy format for the use of the HE-Gator.

C.3 DESIGN

The Contractor shall develop an Open System Architecture Design, in compliance with the Joint Technical Architecture-Army (JTA-Army) document, for the HE-Gator. The Contractor shall use the J1939 databus for the vehicle, or upon approval from the COR, the Contractor may use an alternate databus standard listed in the JTA-A. The Contractor shall communicate all power parameters and diagnostics parameters to the databus. Three months after contract award, the Contractor and COR shall review and come to consentient agreement on the HE-Gator Design Specification prior to design implementation. The Contractor shall work with various component suppliers and the COR in order to determine the optimal design parameters of the platform. The Contractor shall refine, the Design Specification throughout the course of the Contract, review the refinements with the COR before implementation, and submit the refined Final Design Specification as an attachment to the Final Report, which is to be submitted to the Government for review and approval, in accordance with (IAW) Exhibit A, DD Form 1423, Contracts Data Requirements List (CDRL) Data Item Number A003. Upon Government approval, the Contractor shall deliver the Final Design Specification to be include with the Final Scientific and technical Report submitted to the Government at the end of the Contract term.

C.4 TRADE-OFF STUDY

The Contractor shall conduct a Trade-Off Study [TOS, e.g. performance relations between components that make up the DEHD based on various designs for optimal performance, maintenance of the DEHD, AC/Direct Current (DC) Power Generator, speed, steering, and torque] of the performance of the HE-Gator compared to the M-Gator. The TOS shall define the performance for the components (those not found on the current M-Gator) to be used in the Platform; specifically, the Power Generation, power storage and management, databus

Name of Offeror or Contractor: DEERE & COMPANY

communications, and DEHD components. The Contractor shall demonstrate the relationship of the HE-Gator design to commercial state-of-the-art design practices as defined by international standards bodies (e.g. SAE, ISO, IEEE). The Contractor shall deliver a Draft TOS to the COR, for consentient agreement, no later than six months after the Contract award date. The initial TOS will be completed through comparative computer simulation. The Contractor will use dynamic modeling, and will present results of this comparison. The Contractor shall refine the TOS throughout the course of the Contract and review any proposed changes with the COR for a consentient agreement of the changes to the TOS. The TOS shall be delivered as an attachment to the Final Scientific and Technical Report that is to be submitted to the Government IAW Exhibit A, CDRL Data Item Number A003.

C.5 FABRICATION AND TESTING

C.5.1 Fabrication. The Contractor shall fabricate all components to achieve the objective requirements for the HE-Gator not already constructed by the various component suppliers (also see Paragraph c.2.1). The contractor shall integrate all of these components together to create the HE-Gator.

C.5.2 Test Plan. The Contractor shall develop a Test Plan that describes the testing, and characterization of the testing, for all of the HE-Gator requirements. The specifics on existing M-Gator Test Plans for comparison will be supplied to the Contractor upon Contract award. The Contractor shall provide a Draft Test Plan to the Government for review and consentient agreement with the COR and IAW Exhibit A, CDRL Data Item Number A003, no later than six months after Contract award. The Contractor shall obtain approval from the COR prior to implementation of the Test Plan. The Contractor shall provide the final testing results to the COR for review and evaluation. The Test Plan shall be refined as necessary throughout the course of this contract, and the Contractor shall submit the Final Test Plan as an attachment to the Final Scientific and Technical Report at the end of the Contract term.

C.6 VERIFICATION

The Contractor shall plan and conduct a series of Technical Demonstrations and Reviews to the COR in order to verify the requirements, design, testing, demonstrations and deliverables of the HE-Gator, preferably utilizing 3-panel display boards as later detailed. The Contractor shall submit their plans on these matters to the COR for review and consentient agreement. The Technical Demonstrations and Reviews shall demonstrate that the Contractor understands the Project Requirements as defined by the Government, and that the Contractor is capable of meeting or exceeding the requirements of the HE-Gator as described in Paragraph C.2.2 above, and also IAW Paragraph C.9 below.

C.7 CONTRACT DATA REQUIREMENT LIST (CDRL) (A001 - A004)

C.7.1 Progress, Status and Management Reports.(A001) The Contractor shall submit Monthly Reports to the Government IAW Exhibit A, CDRL Data Item Number A001.

C.7.2 Conference/Meeting Minutes. (A002) The Contractor shall record and submit to the Government for review, approval and distribution, the Minutes of the Start of Work Meeting, all Progress Report Meetings, and all tele-/video-Conferences IAW Exhibit A, CDRL Data Item Number A002.

C.7.3 Final Scientific and Technical Report. (A003) The Contractor shall prepare and submit a Final Scientific and Technical Report Document to include the following: requirements/objectives successfully and unsuccessfully achieved as well as a plan to achieve the unsuccessful ones, the Contractor's Requirement Specification of developing the HE-Gator platform, defined open system architecture for HE-Gator, open system architecture implementation results, training methodology and personnel trained, testing results, databus performance evaluation, definition and identification of the data used on HE-Gator's databus, and 3-panel display performance. The Contractor shall include the Final Work Schedule, all Meeting Minutes, Demonstrations, Design Specification, Tradeoff Study, and Test Plan all as attachments to the Final Scientific and Report. The Contractor shall present a Draft Final Report to the COR for review and consentient agreement IAW CDRL Data Item Number A003. The Contractor shall deliver the Final Scientific and Technical Report to the COR at the end of the Contract term.

C.7.4 Planned Schedule of Technical Demonstrations & Simulation of System Components (A004) The Contractor shall prepare and deliver Planned Technical Demonstrations and system Component Simulations IAW Exhibit A, CDRL Data Item Number A004. The Contractor shall deliver one initial 3-panel display board six months after Contract award. The COR shall review the board and communicate any comments to the Contractor within 30 days of receipt. The Contractor shall deliver one final 3-panel display board upon completion of the Contract. The Government may publicly display these Presentation Materials at Government locations or professional/industry trade shows and conferences.

C.7.4.1 Presentation Materials Specification Requirements. The Contractor shall prepare a portable 3-panel Display board, approximately 72 inches wide and 30 inches in height. The panels shall include the following information: Left Panel - Purpose, Problem and Procedure; Center Panel - Title, Illustration Photos and/or Graphics/Charts; and Right Panel - Results and Conclusions.

C.8 MEETING SCHEDULE, PROGRAM REVIEW, DEMONSTRATIONS AND PERIOD OF PERFORMANCE

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C.8.1 Start of Work/Kick-Off Meeting. The Contractor shall initiate, plan, coordinate and conduct a one day Start of Work Meeting with the Government within 30 days of the award of the Contract. The Government and Contractor shall mutually agree to the date, time and location of the Meeting, and the Contractor will provide both electronic and hard copies of all briefing materials. At the Meeting, the Contractor shall present its' plans for accomplishing the Project Requirements, and cover all proposed aspects of their planned work effort. Within 7 days of the Meeting being held, the Contractor will electronically submit a copy of Meeting Minutes to the Government for review, approval and distribution.

C.8.2 Program Review. The Contractor shall initiate, plan, coordinate and conduct Quarterly Program Reviews of the Contract effort and present them to the COR. The Reviews may be held by tele-/video-conference or on-site at either the Contractor's or Government's location as mutually agreed to by the parties. The Contractor shall record and provide Meeting Minutes from every Meeting within seven days of the Meeting date to the Government in electronic format. The Contractor shall meet with the COR and/or any necessary COR support personnel once a quarter, or more frequently as mutually agreed to by the COR and Contractor, in order to review requirements, design, testing, demonstrations and status of the Project.

C.8.3 Demonstrations. The Contractor shall demonstrate development progress of the major subsystems of the vehicle on a quarterly basis from the date of Contract award, resulting in a demonstration of the complete vehicle system at the completion of the period of performance, which is one year from the date of Contract award. Quarterly Demonstrations shall take place at the Contractor's facility.

C.8.4 Personnel. Upon request, the Contractor shall support Government Demonstration Events with up to two persons. Demonstration Events consist of, but are not limited to, conferences and trade shows (AUSA, SAE, etc.). Support in this case is defined as care and maintenance of the vehicle, and set-up/tear-down of vehicle displays for Demonstration Events.

C.9 SCHEDULE OF DELIVERABLES

The Contractor shall deliver to the Government a Final Scientific and Technical Report; the newly created HE-Gator, and the following list of specific items by the scheduled dates within the Contract period of performance:

Deliverable 1

Description: Demonstrable Hardware (HE-Gator Diesel/Electric Hybrid-Drive Demonstrator Prototype)

CDRL Item: N/A

Frequency: Once

Completion Date: End of Contract period, 12 months after Contract award

Deliverable 2

Description: Work Schedule Plan

CDRL Item: A003

Frequency: Periodically

Completion Date: Initial due w/in 30 days of award (at Start of Work Meeting), and then updated, as necessary, with monthly Progress Reports and the final version submitted with the Final Scientific & Technical Report

Deliverable 3

Description: Detailed Test Plan

CDRL Item: A003

Frequency: Once

Completion Date: Draft due w/in 3 months of award, final approved version due by end of 4th Contract month and included with the Final Scientific & Technical Report

Deliverable 4 (CDRL A004)

Description: Planned Schedule of Technical Demonstrations and Simulations of System Components

CDRL Item: A004

Frequency: Monthly

Completion Date: Initial due w/in 30 days of award (at Start of Work Meeting), and then updated, as necessary, with monthly Progress Reports

Deliverable 5

Description: Performance Requirement Specification Plan

CDRL Item: A003

Frequency: Periodically

Completion Date: Initial due w/in two months of Contract award and then updated monthly, as necessary, with the final version due with the Final Scientific & Technical Report

Deliverable 6

Description: Design Specification

CDRL Item: A003

Frequency: Periodically

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Name of Offeror or Contractor: DEERE & COMPANY

Completion Date: Initial due w/in three months of Contract award and then updated monthly, as necessary, with the final version due with the Final Scientific & Technical Report

Deliverable 7

Description: Trade-Off Study

CDRL Item: A003

Frequency: Twice

Completion Date: First draft due w/in six months of Contract award, final version to be submitted with the Final Scientific & Technical Report

Deliverable 8 (CDRL A001)

Description: Progress, Status & Management Reports

CDRL Item: A001

Frequency: Monthly

Completion Date: First report due at the end of the month the Contract is awarded in, each subsequent report is due monthly, no later than 10 working days after the end of each month

Deliverable 9 (CDRL A002)

Description: Program Management Review (PMR)/Progress Meetings

CDRL Item: N/A

Frequency: Quarterly

Completion Date: First meeting two months after Contract award date, second meeting three months thereafter, final meeting three months thereafter; meeting minutes are due 7 working days after each meeting

Deliverable 10 (CDRL A003)

Description: Final Scientific & Technical Report

CDRL Item: A003

Frequency: Once

Completion Date: At the completion of the 12 month period of performance, from the Contract award date

Deliverable 11

Description: Bill of Materials List

CDRL Item: N/A

Frequency: Once

Completion Date: At the end of the Contract period

C.10 HARDWARE DELIVERY

A single HE-Gator unit, or an M-Gator converted to Hybrid-Electric operation, as described throughout this narrative, shall be delivered to the Government's Technical Representative at USATARDEC - Warren, Michigan, 12 months after Contract award date.

C.11 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all deliverables shall be made at the Destination by the designated Government Contracting Officer's Technical Representative (COR).

C.12 PERIOD OF PERFORMANCE

The period of performance shall be 12 months after the Contract award date.

C.13 GOVERNMENT-FURNISHED/ACQUIRED EQUIPMENT (GFE)/(GAE)

All GFE/GAE, if any, shall be inventoried and returned to the Government upon completion of the Contract period of performance. No GFE/GAE is anticipated at this time.

C.14 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Contractor shall identify and advise of any technical data or drawings necessary for performance of the Contract that might be in the Government's possession. The COR shall determine if the data and drawings are in the Government's possession and shall make the determination as to whether or not the requested data and/or drawings can be released to the Contractor. If it is determined that the Contractor request for data and drawings can be provided, then the COR shall provide the data and drawings to the Contractor as GFI.

C.15 TRAVEL

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All travel shall be conducted in accordance with Government Joint Travel Regulations (JTR), which are available at the following internet website: <http://www.dtic.mil/perdiem/jtr.html>

C.16 CONTRACTING OFFICER'S REPRESENTATIVE (COR) INFORMATION

Name: Steven W. Kolhoff
Address: National Automotive Center (NAC)
U.S. Army Tank-Automotive and Armaments Command
AMSRD-TAR-N/Mail Stop 272
Warren, MI 48397-5000
Phone: 586.574.6299
Cell: 586.764.1919
Fax: 586.574.6996
E-mail: kolhoffs@tacom.army.mil

END OF STATEMENT OF WORK

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing/Marking

D.1.1 All items deliverable under this Contract shall be packaged and packed/marked in accordance with standard commercial practice in order to assure arrival at the destination without damage or loss.

D.1.2 All Technical Data deliverable under this Contract shall be identified by the Contract number, the name and address of the Prime Contractor, and (when applicable) the name and address of the Subcontractor who generated the Data.

D.1.3 All materials and hardware or their containers (when applicable) deliverable under this Contract shall be marked with the identification of the material or item, the Contract number, and the Contractor's name and address.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001

E.1 Inspection and Acceptance of all items of data and/or hardware deliverable under this Contract shall be made at the destination by the Contracting Officer or his/her duly authorized representative. The determination that the data are complete and conform to the requirements of the Contract will be made by the Contracting Officer's Representative (COR) in order to assure the work and the results thereof are in accordance with the terms of the Contract.

*** END OF NARRATIVE E 001 ***

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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	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(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>
0001AA	365 ARO	Hybrid Diesel Electric M-Gator

(c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by N/A days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.

(d) You can accelerate delivery: N/A

(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.

(f) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(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]

F.1 Delivery

F.1.1 The Contractor shall submit all documents electronically (whenever possible) to the following e-mail addresses:

Sally Petrous, Contract Specialist <petrouss@tacom.army.mil>
Steve Kolhoff, Project Engineer <kolhoffs@tacom.army.mil>
Dennis Williams, Administrative Contracting Officer <dennis.williams@dcm.mil>

F.1.2 The Contractor shall deliver, FOB Destination, all items that cannot be sent electronically (Hardware, Technical Data, etc.) to the following address:

U.S. Army Tank-Automotive & Armaments Command (TACOM)
National Automotive Center (NAC)
ATTN: AMSRD-TAR-N (Steve Kolhoff)/Mail Stop 272

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6501 East 11 Mile Road
Warren, Michigan 48397-5000F.2 Performance

F.2.1 All work required under this Contract, including submission of the Final Scientific and Technical Report and delivery of the Hybrid Diesel electric M-Gator, shall be completed within twelve months after contract award.

*** END OF NARRATIVE F 001 ***

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(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.

CONTINUATION SHEET

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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	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-10	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-11	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-12	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-13	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-15	252.246-7001	WARRANTY OF DATA	DEC/1991

H-16 252.225-7003 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-17 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

H-18 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-19 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:

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(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.

(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://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.1 CONTRACT ADMINISTRATION

All Contract Administration for this Contract will be effected by the Contracting Officer, address as shown on the face page of this Contract. Communications pertaining to contractual administration matters will be addressed to the Contracting Officer. No changes in, or deviation from, the Statement of Work or any issued Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept instruction from any person(s) other than the Contracting Officer or the Contracting Officer's Representative (COR). The COR's specific authorities will be spelled out in the COR Assignment Letter, a copy of which will be distributed to all necessary and interested parties.

H.2 SERVICES TO BE PERFORMED

The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Statement of Work set forth herein. This is to ensure that the policies set forth in Office of Federal Procurement Policy (OFPP) Letter 92-1 and the Department of Defense (DoD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved in order to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the Contract is performed or administered. Additionally, this Contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

Contractor personnel rendering the services under this Contract are not subject to, by either Contract terms or in the manner of its' administration, the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

All documents or reports produced by the Contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside of the Statement of Work set forth in either this Contract or any awarded Work Directives.

H.3 GOVERNMENT-FURNISHED PROPERTY (GFP)

No furnishing of GFP is expected at this time.

H.4 SUBCONTRACTING PLAN

The contractor's subcontracting plan dated 31 August 2004 and found acceptable by Small Business Administration on 8 Sep 04 is in the possession of the parties hereto, and is incorporated by reference.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	Regulatory Cite	Title	Date
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	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
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	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-21	52.216-8	FIXED FEE	MAR/1997
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-24	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-31	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-36	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-37	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
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	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/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	52.232-20	LIMITATION OF COST	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

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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	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-59	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-60	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-61	52.249-14	EXCUSABLE DELAYS	APR/1984
I-62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-66	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-67	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-69	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-70	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-72	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-74	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-75	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-76	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-77	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-78	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-79	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-82	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

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

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data

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requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

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

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

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 \$0 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

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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

52.223-7

NOTICE OF RADIOACTIVE MATERIALS

JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing as soon as possible prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-85

52.204-7

CENTRAL CONTRACTOR REGISTRATION

OCT/2003

(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

Name of Offeror or Contractor: DEERE & COMPANY

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 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-86

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

Identification No.

Name of Offeror or Contractor: DEERE & COMPANY

(If none, insert None)

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I-87

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]

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I-88 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.

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

[End of Clause]

I-89 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-90 252.204-7004 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

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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-91 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

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

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

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

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

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

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. 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

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(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 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

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Name of Offeror or Contractor: DEERE & COMPANY

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

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

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in 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-92	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(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/Offers/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.

[End of Clause]

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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	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423		006	
Attachment 001	TECHNICAL DATA & SOFTWARE RIGHTS	15-SEP-2004	002	

CONTRACT DATA REQUIREMENT LIST (Form Approval OMB Number 0704-0188)

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NUMBER: 0002
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM:
- E. SOLICITATION/RFP NUMBER: W56HZV-04-R-0960
- F. CONTRACTOR:

- 1. DATA ITEM NUMBER: A001
- 2. TITLE OF DATA ITEM: Contractors Progress, Status and Management Reports
- 3. SUBTITLE: Progress Reports
- 4. AUTHORITY: DI-MGMT-80227 (Sep 1986) [Tailored (T)]
- 5. CONTRACT REFERENCE: Section C, Paragraphs C.7.1 and C.9 (Deliverable 8)
- 6. REQUIRING OFFICE: AMSRD-TAR-N
- 7. DD250 REQ: Yes
- 8. APP CODE:
- 9. DIST. STATEMENT REQUIRED:
- 10. FREQUENCY: Monthly
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: 30 days after Contract Award Date
- 13. DATE OF SUBSEQUENT SUBMISSION: Monthly thereafter

14. DISTRIBUTION (NAME, TITLE, E-MAIL ADDRESS):

Steve Kolhoff, Project Engineer/Contracting Officers Representative (COR), <kolhoffst@tacom.army.mil>
Sally Petrouss, Contract Specialist, <petrouss@tacom.army.mil>
Linda K. O'Rourke, Administrative Contracting Officer (ACO), <Linda.O'Rourke@dcma.mil>

15. TOTAL:

The Contractor shall provide electronically one (1) copy of this data item to the parties identified in Block 14 above. Distribution of this data item shall be made in accordance with the schedule in Block 16 below, If e-mail is not feasible, submit the Reports to the COR using one of the acceptable formats listed below.

16. REMARKS:

a. The Contractor shall deliver a total of eleven monthly Progress Reports during the Contract Period of Performance, with the first Report due approximately 30 days after the Contract award date and subsequent Reports due monthly thereafter. The COR is responsible for accepting or rejecting the Progress, Status and Management Reports.

b. Complete the Reports in accordance with (IAW) tailored Data Item Description (DID) DI-MGMT-80227 entitled "Contractors Progress, Status, and Management Report" (Sep 1986). The COR is responsible for accepting or rejecting Progress Reports. DID DI-MGMT-80227 may be found at the following Internet address: <<http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8>>, for instructions on completing the required Reports. TAILORING NOTE: delete Paragraphs 10.3g, k, and l from DID DI-MGMT-80227.

c. Prepare the Reports in the Contractors 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> in order to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than ten calendar days before the first reports 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 feasible, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3.5 inch disk, or 650 megabyte CD ROM. The Contractor shall identify the software application and version used to create reports.

(1) E-MAIL. Maximum size of each e-mail message shall be 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, etc.

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all disks submitted with the Contract Number, Contractors name and address, and a Contractors point of contact and 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

1. DATA ITEM NUMBER: A002
2. TITLE OF DATA ITEM: Conference Meeting Minutes
3. SUBTITLE: Progress Meeting/Conference Minutes
4. AUTHORITY: DI-ADMN-81250A (Oct 1993)
5. CONTRACT REFERENCE: Section C, Paragraphs C.7.2, C.8.1, and C.9 (Deliverable 9)
6. REQUIRING OFFICE: AMSRD-TAR-N
7. DD250 REQ: No
8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: Periodically, as needed
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: 7 days after Start of Work Meeting
13. DATE OF SUBS. SUBMISSION: 7 days after subsequent Meetings
14. DISTRIBUTION (NAME, TITLE, E-MAIL ADDRESS):

Steve Kolhoff, Project Engineer/Contracting Officers Representative (COR), <kolhoffs@tacom.army.mil>
Sally Petrous, Contract Specialist, <petrouss@tacom.army.mil>
Linda K. O'Rourke, Administrative Contracting Officer (ACO), <Linda.O'Rourke@dcma.mil>

15. TOTAL:

The Contractor shall provide electronically one (1) copy of this data item to the parties identified in Block 14 above. Distribution of this data item shall be made in accordance with the schedule in Block 16 below, If e-mail is not feasible, submit the Reports to the COR using one of the acceptable formats listed below.

16. REMARKS:

- a. The Contractor shall deliver Meeting/Conference Minutes, as needed throughout the Contract Period of Performance, with the first set of Minutes due within 7 days of the date that the Start of Work Meeting is held.
- b. The Contractor shall complete the Minutes IAW DID DI-ADMN-81250A, Conference Minutes (Oct 1993). The COR is responsible for

accepting or rejecting the Minutes. DID DI-ADMN-81250A may be found at the following Internet address:
<<http://assist.daps.dla.mil/docimages/0001/73/96/81250A.PD2>>, for instructions on completing the required Minutes.

c. Prepare the Minutes in the Contractors format. Submit the Minutes 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 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 Minutes, and be accessible offline.

(4) Other electronic formats. Before preparing your Minutes in any other electronic format, please e-mail the COR, with an e-mail copy furnished to <amsta-idq@tacom.army.mil> in order to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than ten calendar days before the first set of Minute'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 Minutes via e-mail. If e-mail is not feasible, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3.5 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 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, etc.

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all disks submitted with the Contract Number, Contractors name and address, and a Contractor's point of contact and phone number.

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

*Registered Trademark

1. DATA ITEM NUMBER: A003
2. TITLE OF DATA ITEM: Final Report
3. SUBTITLE: Final Scientific and Technical Report
4. AUTHORITY: DI-ADMN-80447 (Sep 1987)[Tailored (T)]
5. CONTRACT REFERENCE: Section C, Paragraphs C.3, C.4, C.5.2, C.7.3 and C.9 (Deliverable 10)
6. REQUIRING OFFICE: AMSRD-TAR-N
7. DD250 REQ: Yes
8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: Once
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: End of Contract Period of Performance
13. DATE OF SUBS. SUBMISSION: Revised as necessary until approved by COR
14. DISTRIBUTION (NAME, TITLE, E-MAIL ADDRESS, NUMBER/TYPE OF COPIES):

Steve Kolhoff, Project Engineer/Contracting Officers Representative (COR), <kolhoffs@tacom.army.mil>
Sally Petrous, Contract Specialist, <petrouss@tacom.army.mil>
Linda K. O'Rourke, Administrative Contracting Officer (ACO), <Linda.O'Rourke@dca.mil>
15. TOTAL:

The Contractor shall provide electronically one (1) copy of this data item to the parties identified in Block 14 above. Distribution of this data item shall be made in accordance with the schedule in Block 16 below, If e-mail is not feasible, submit the Reports to the COR using one of the acceptable formats listed below.

16. REMARKS:

- a. The Contractor shall deliver one Draft Final Scientific and Technical Report" to the COR on or about 11 months and one week after the date of Contract award. The COR will review the Draft Report and return it to the Contractor, with comments, within seven days of receipt. The Contractor shall then submit one Final Scientific and Technical Report to the Government personnel identified in Block 14 above within 14 days of receipt of the COR's Draft comments.
- b. The Report shall include each of the following elements: Final Work Schedule, Design Specifications, Trade-Off Study, Test Plan and Results, requirements/objectives successfully and unsuccessfully achieved as well as a plan to achieve the unsuccessful ones, defined open system architecture and implementation results, training methodology and personnel trained, databus performance evaluation, definition and identification of the data used on the databus, and three panel display performance.
- c. The Contractor shall complete the Report IAW tailored DID DI-ADMN-80447, "Contract Summary Report" (Sep 1987). The COR is responsible for accepting or rejecting both the Draft and Final Reports, and for submitting the approved Final Report to the Defense Technical Information Center (DTIC) in Fort Belvoir, Virginia. DID DI-ADMN-80447 may be found at the following Internet address: <<http://assist.daps.dla.mil/docimages/0001/48/97/DI80447.PD7>>, for instructions on completing the required Report. TAILORING NOTE: Delete 10.1.1 from DID-ADMN-80447.
- d. Prepare the Report in the Contractors 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> in order to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than 10 calendar days before the date the Draft Report is submitted. 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 the Report via e-mail. If e-mail is not feasible, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3.5 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 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, etc.
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all disks submitted with the Contract Number, Contractors name and address, and the Contractor's point of contact and phone number.

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

*Registered Trademark

1. DATA ITEM NUMBER: A004

2. TITLE OF DATA ITEM: Planned Schedule of Technical Demonstrations and Simulations of System Components
3. SUBTITLE: None
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: Section C, Paragraphs C.7.4, C.7.4.1, C.8.3, C.8.4 and C.9 (Deliverable 4)
6. REQUIRING OFFICE: AMSRD-TAR-N
7. DD250 REQ: No
8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: Periodically, as needed
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: Within 30 days of Contract award, by/at Start of Work Meeting
13. DATE OF SUBS. SUBMISSION: Revised as necessary, then submitted with cognizant Monthly Progress Report

14. DISTRIBUTION (NAME/TITLE/E-MAIL ADDRESS):

Steve Kolhoff, Project Engineer/Contracting Officers Representative (COR), <kolhoffs@tacom.army.mil>
Sally Petrous, Contract Specialist, <petrouss@tacom.army.mil>
Linda K. O'Rourke, Administrative Contracting Officer (ACO), <Linda.O'Rourke@dcma.mil>

15. TOTAL:

The Contractor shall provide electronically one (1) copy of this data item to the parties identified in Block 14 above. Distribution of this data item shall be made in accordance with the schedule in Block 16 below, If e-mail is not feasible, submit the Reports to the COR using one of the acceptable formats listed below.

16. REMARKS:

a. The Contractor shall deliver an initial Schedule of Technical Demonstrations and Simulations of System Components by the date of the Start of Work Meeting that will be held within 30 days of Contract award. Revisions in the Schedule shall be submitted with the next Monthly Contract Progress Report. The COR is responsible for accepting or rejecting the Schedule.

b. Presentation/Simulation Specifics. The Contractor shall demonstrate development progress of the major subsystems of the vehicle on a quarterly basis (resulting in 4 total Demonstrations/Simulations), culminating with a Final Demonstration of the complete vehicle system at the completion of the Contract Period of Performance, one year from the date of Contract award. Demonstrations will be held at the Contractor's facility. The Contractor shall deliver one initial portable 3-panel display board, approximately 72 inches wide and 30 inches in height, six months after Contract award. The panels shall include the following information: Left Panel - Purpose, Problem and Procedure; Center Panel - Title, Illustration Photos and/or Graphics/Charts; and Right Panel - Results and Conclusions. The COR shall review the board and communicate any comments to the Contractor within 30 days of receipt. The Contractor shall deliver one final 3-panel display board upon completion of the Contract. The Government may publicly display these Presentation Materials at Government locations or professional/industry trade shows and conferences. Upon request, the Contractor shall support Government Demonstration Events with up to two persons. Demonstration Events consist of, but are not limited to, conferences and trade shows (AUSA, SAE, etc.). Support in this case is defined as care and maintenance of the vehicle, and set-up/tear-down of vehicle displays for Demonstration Events.

c. Prepare the Schedule(s) in the Contractors format. Submit the Schedule(s) 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 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 Schedule in any other electronic format, please e-mail the COR, with an e-mail copy furnished to <amsta-idq@tacom.army.mil> in order to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than ten calendar days before submission of Initial Schedule. 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 feasible, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3.5 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 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, etc.

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all disks submitted with the Contract Number, Contractors name and address, and a Contractor's point of contact and phone number.

NOTE: Please select only one medium by which to transmit the Schedule(s). For instance, do not submit Schedule(s) by way of both e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

END OF CONTRACT DATA REQUIREMENTS LIST

ATTACHMENT 1 Technical Data and Software Rights
Deere and Contractor, ePower. Contract W56HZV-04-C-0766. Hybrid Electric M-Gator

1.1.1 Technical Data and Software Rights

A. Prior and non-Project Noncommercial Technical Data to be Furnished with Restrictions: Noncommercial technical data to be furnished with restrictions hereunder was or is developed prior to or outside the scope of the Contract W56HZV-04-C-0766 relates to (a) any utility vehicle (including, but not limited to, a hybrid vehicle designated "HE-Gator" or "Hybrid Electric M-Gator" under Contract W56HZV-04-C-0766, or other prototype vehicle, or other next-generation vehicle) designed, developed, licensed, or acquired by Contractor or any affiliate thereof and delivered or provided hereunder except for features of the vehicle to satisfy Requirement C.2.5.1 (provision for low battery warning) and Requirement C.2.5.2 (provision for low fuel warnings), (b) any design or specification, of such vehicle, delivered or provided hereunder, or (c) any components, of such vehicle, provided or delivered hereunder, where the affiliate refers to any entity that controls, is controlled by, or under common control with Contractor. For example, noncommercial technical data that is furnished with restrictions hereunder comprises information concerning one or more of the following items related to such utility vehicle: (a) CAN (Controller Area Network) databus information, (b) status, control or other message definitions, (c) proprietary data messages, (d) nonpublic mechanical information and nonpublic electrical information or other proprietary information related to any such utility vehicle, (e) controller Area Network (CAN) message structure between VCU (vehicle control Unit) and drive controllers, (f) entire hardware design for the VCU (vehicle control unit), and (g) systems for operating an electrical power strip on a series hybrid vehicle.

Asserted Rights Category: Limited rights

Basis For Assertion: The foregoing Noncommercial Technical Data was developed exclusively at private expense.

Name of Person Asserting Restrictions: Russell Thacher

Printed Name and Title: Manager, R&D, John Deere ePower Technologies

Signature: _____

Date: _____

B. Prior and Non-Project Noncommercial Computer Software to be Furnished with Restrictions: Noncommercial computer software to be furnished with restrictions hereunder was or is developed prior to or outside the scope of Contract W56HZV-04-C-0766 and relates to (a) any utility vehicle (including, but not limited to, a hybrid work vehicle designated "HE-Gator" or "Hybrid Electric M-Gator", or other prototype vehicle, or other next-generation vehicle) designed, developed, licensed, or acquired by Contractor or any affiliate thereof and delivered or provided hereunder except for features of the vehicle to satisfy Requirement C.2.5.1 (provision for low battery warning) and Requirement C.2.5.2 (provision for low fuel warnings), (b) any design or specification, of such vehicle, delivered or provided hereunder, or (c) any components, of such vehicle, provided or delivered hereunder, where the affiliate refers to any entity that controls, is controlled by, or under common control with Contractor. For example, noncommercial computer software that is furnished with restrictions hereunder comprises one or more of the following items related to such utility vehicle: (a) any software that handles or accesses CAN (Controller Area Network) databus information, (b) any software that handles or accesses status, control or other message definitions, (c) any software that handles or accesses proprietary data messages, (d) any control software, firmware, software routine, instructions, or code for controlling the vehicle or any of its components, (e) any noncommercial versions of the John Deere real-time embedded operating system and associated driver set (sometimes referred to as "JDOS"), (f) electronic engine governing and hardware actuation means, (g) electronic wheel torque distribution, (h) advanced diagnostics for vehicle subsystems, (i) adaptive modulation of operator inputs (pedals etc.) and outputs, (displays etc.) , and (j) software documentation for any of items a through i, inclusive.

Asserted Rights Category: Restricted Rights

Basis For Assertion: The foregoing Noncommercial Technical Data was developed exclusively or predominately at private expense.

Name of Person Asserting Restrictions: Russell Thacher

Printed Name and Title: Manager R&D, John Deere ePower Technologies

Signature: _____

Date: _____

C. Project Noncommercial Technical Data to be Furnished with Restrictions:

Subject to the provision or delivery of noncommercial technical data furnished under section 1.1.9(A), the following noncommercial technical data is developed with mixed funding or contributions from the Government and CONTRACTOR under Contract W56HZV-04-C-0766:

- (a) Battery management system and performance optimization,
- (b) Online prediction of battery conditions, and
- (c) local controller for propulsion drive.

Asserted Rights Category: Government Purpose Rights

Basis For Assertion: The foregoing Noncommercial Technical Data will be, are or were developed with mixed funding.

Name of Person Asserting Restrictions: Russell Thacher

Printed Name and Title: Manager, R&D, John Deere ePower Technologies

Signature: _____

Date: _____

D. Project Noncommercial Computer Software to be Furnished with Restrictions:

Subject to the provision or delivery of noncommercial computer software furnished under section 1.1.9(A), the following noncommercial computer software will be developed with mixed funding or contributions from the Government and CONTRACTOR under this Contract W56HZV-04-C-0766:

- (a) Battery management system and performance optimization.
- (b) Online prediction of battery conditions.
- (c) local controller for propulsion drive.

Basis for Assertion: The foregoing Noncommercial Computer Software will be, is or was developed with mixed funding.

Asserted Rights Category: Government Purpose Rights

Name of Person Asserting Restrictions: Russell Thacher

Printed Name and Title: Manager R&D, John Deere ePower Technologies

Signature: _____

Date: _____