SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA5	1 104

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W56HZV-09-R-0020	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2008DEC22	SEE SCHEDULE

7. Issued By Code W56HZV
U.S. ARMY CONTRACTING COMMAND
AMSCC-TAC-ASGD
WARREN, MICHIGAN 48397-5000

HTTP://CONTRACTING.TACOM.ARMY.MIL

8. Address Offer To (If Other Than Item 7)
US ARMY TACOM
ACQUISITION CENTER E-MAIL
ATTN: AMSTA-AQ-DE / BID OPENING
WARREN, MI 48397-5000
E-MAIL: DAMI_OFFERS@CONUS.ARMY.MIL

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** _____ **until** 02:00pm **(hour) local time** 2009FEB09 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	HARMONY HUNSANGER	(586)	753-2202		HARMONY.HUNSANGER@US.ARMY.MIL

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror Code _____ Facility _____

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) **Item**

24. Administered By (If other than Item 7) Code _____

SCD PAS ADP PT

25. Payment Will Be Made By Code _____

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
		2009FEB09

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2008

(a) All TACOM solicitations and awards are distributed on the TACOM-Warren Procurement Network (ProcNet) Business Opportunities website (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically and based on distribution statements, will be attachments or links to the solicitation package on ProcNet. The documents and information marked as limited distribution and/or export controlled will be distributed to approved Offerors via the AMRDEC Safe Access file Exchange site. More information on document distribution and obtaining access to limited distribution / export controlled documents can be found on the GSE Major System webpage at http://contracting.tacom.army.mil/majorsys/gse/gse.htm.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS), email or datafax. For detailed information about submitting your offer electronically, please see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.

(1) Army Single Face to Industry (ASFI) Online Bid Response System (BRS): Initially, the use of the ASFI BRS will be optional. However, TACOM-Warren will stop accepting offers via all other methods in the fall of 2008.
Requirements for online bid submission:

(a) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(b) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV09R0020

(c) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to https://acquisition.army.mil/asfi/ and clicking on the Contracting Opportunities Search to find the solicitation.

(d) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(e) You will receive a confirmation of your bid upon completion of the bid submission process. You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(2) Email and Datafax Submission: When datafaxing or emailing an offer, the submitted file cannot exceed 7.0 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the email. Use only one of the terms - Quote, Offer, or Bid - depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing. Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids or Offers may be sent via datafax using a personal computer or a standalone datafax machine. A confirmation of receipt will not be sent for email or datafax offers.

(a) The proper TACOM email addresses for offer submission are:

RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

RFPs and Sealed Bidding: Email your offer to DAMI_Offers@conus.army.mil.

(b) If you datafax your proposal/bid, address your header to DAMI_Offers@conus.army.mil and fax to the TACOM Network Fax Server at datafax number 1-586-574-5527.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring

to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at http://www.dla.mil/db/procurem.htm to find a location near you.

A-2 52.201-4000 TACOM-WARREN OMBUDSPERSON JAN/2006
(TACOM)

Information regarding the TACOM-Warren Ombudsperson is located at the website http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm

[End of Clause]

A-3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993
Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

A-4 Executive Summary. Additional GSE information is contained at the GSE webpage at http://contracting.tacom.army.mil/majorsys/gse/gse.htm

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	GSE TECHNOLOGY DEVELOPMENT NOUN: GSE TECHNOLOGY DEVELOPMENT SECURITY CLASS: Unclassified Ground Soldier Ensemble (GSE) TECHNOLOGY DEVELOPMENT Contractor shall furnish all the supplies and services to accomplish the tasks for the GSE Technology Development effort specified in Section C, "Scope of Work." Estimated Cost: $ Fixed Fee: $_____ Total Estimated Cost: $ (End of narrative B001)				
0001AA	GSE PROTOTYPE PHASE NOUN: GSE PROTOTYPE PHASE The Contractor shall furnish all the supplies and services to accomplish the tasks for the Prototype Phase Effort as specified in Sections C.1 through C.16 of the "Scope of Work." Prototype Phase Estimated Cost: $ Fixed Fee: $_____ Total Estimated Cost: $ The Contractor shall design, fabricate, test and deliver ten (10) Prototype GSE Systems for the Government conducted Field Evaluation. The Contractor provided peculiar support equipment, as defined in the Table 3-1 of the GSE System Interface Control Document (ICD), Section J, Attachment 0002, shall be provided at the same time as the GSE Systems, in the Prototype Phase quantities stated below:		LO	$_____	$_____

CFP Peculiar Support Equipment	WBS	Qty
Video Display Cable*	1.7.5	0
Data Logging Cable*	1.7.6	0
PAN to USB Adapter*	1.7.7	3
PAN to Ethernet Adapter*	1.7.8	3
NATO Soldier Power Cable*	1.7.9	0
Hand held Display & Cable*	1.7.10.4	2

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	* The GSE System Performance Specification environmental requirements do not apply for these items being delivered during the Prototype Phase. The Contractor shall harden to levels commensurate with use in commercial environments. (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Destination See Section F for the Delivery Schedule. (End of narrative F001)				
0001AB	GSE REFINEMENT PHASE NOUN: GSE REFINEMENT PHASE The Contractor shall furnish all the supplies and services to accomplish the tasks for the Refinement Phase effort as specified in Sections C.1, C.2, and C.17 through C.30, "Scope of Work." Refinement Phase: Estimated Cost: $ Fixed Fee: $ Total Estimated Cost: $ The Contractor shall fabricate, test and deliver sixty (60) refined GSE systems for the Government Developmental Testing and Limited User Testing that are fully contract compliant. The Contractor provided peculiar support equipment, as defined in the Table 3-1 of the GSE System Interface Control Document (ICD), Section J, Attachment 0002, shall be provided at the same time as the GSE Systems, in the Refinement Phase quantities stated below: CFP Peculiar Support Equipment WBS Qty Video Display Cable* 1.7.5 10 Data Logging Cable* 1.7.6 20		LO	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PAN to USB Adapter* 1.7.7 10 PAN to Ethernet Adapter* 1.7.8 10 NATO Soldier Power Cable** 1.7.9 5 Hand held Display & Cable** 1.7.10.4 10 * The following GSE System Specification requirements are modified during the Refinement PHase for this/these items as follows: no immersion, FCC-Class B EMI only, no shock, no cold temp, no driving rain, no blast overpressure, no HAEMP. ** The following GSE System Specification requirements are modified during the Refinement Phase for this item as follow: no immersion or HAEMP. (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Destination See Section F for the Delivery Schedule. (End of narrative F001)				
0002	DATA ITEM SECURITY CLASS: Unclassified Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423 hereinafter referred to as Exhibit A. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination			$ ** NSP **	$ ** NSP **
0003	OPTION - GSE REFINED SYSTEMS		LO	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: OPTION - GSE REFINED SYSTEMS SECURITY CLASS: Unclassified If the Option is exercised, the Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C.22.1 for the OPTION Scope of Work. Option Effort: Estimated Option Cost: $ Fixed Fee: $ _____ Total Estimated Option Cost: $ If the Option is exercised, the Contractor shall fabricate, test, and deliver five (5) refined GSE systems that are fully contract compliant. (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Destination If the Option is exercised, see Section F for the Delivery Schedule. (End of narrative F001)				

B.1 Estimated Cost and Payment

B.1.1 Estimated Cost and Payment - Base Effort

B.1.1.1 The ESTIMATED COST for performance of the work required under this contract is stated in Section B under CLIN 0001, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.

B.1.1.2 The contractor will be paid the fixed fee stated in Section B under CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.1.2 Estimated Cost and Payment - Option Effort

B.1.2.1 If the Option is exercised, the OPTION ESTIMATED COST for performance of the work required under Section C.22.1 is stated in Section B under CLIN 0003.

B.1.2.2 If the Option is exercised, the contractor will be paid the fixed fee stated in Section B under CLIN 0003 for the performance of work under the Section C.22.1 and in accordance with the terms of the Contract Clause entitled FIXED FEE, FAR 52.216-8. The option fixed fee together with the option reimbursement cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under Section C.22.1.

B.2 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 to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.3 Funding

B.3.1 The Government shall provide funds under this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS, FAR 52.232-22. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2 Funding Schedule

Performance Period for Techology Development (TD) Effort	Amount
Award - JAN 10 (Prototype Phase)	$
JAN 10 - Completion of Contract (Refinement Phase)	$_____
Total TD Effort	$

B.4 Funds Allotted. The amount of funds currently allotted to this contract is $_____.

*** END OF NARRATIVE B0001 ***

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 14 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 10 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PROTOTYPE PHASE

C.1 General
C.2 Program Structure, Management, Environmental and Security
C.3 Prototyping Phase Cost Control
C.4 Prototyping Phase Risk Management
C.5 Prototyping Phase Meetings/Conferences/Reviews
C.6 Prototyping Phase Systems Engineering
C.7 Prototyping Phase Quality Assurance
C.8 Prototyping Phase GSE System Quantity
C.9 Prototyping Phase Reliability
C.10 Prototyping Phase Software Requirements
C.11 Prototyping Phase Interoperability Requirements
C.12 Prototyping Phase Configuration Management
C.13 Prototyping Phase ILS-Provisioning
C.14 Prototyping Phase Technical Manual Preparations
C.15 Prototyping Phase Training
C.16 Prototyping Phase Safety

REFINEMENT PHASE

C.17 Refinement Phase Cost Control
C.18 Refinement Phase Risk Management
C.19 Refinement Phase Meetings, Conferences, Reviews
C.20 Refinement Phase Systems Engineering
C.21 Refinement Phase Quality Assurance
C.22 Refinement Phase GSE System Quantity
C.23 Refinement Phase Reliability
C.24 Refinement Phase Software Requirements
C.25 Refinement Phase Interoperability Requirements
C.26 Refinement Phase Configuration Management
C.27 Refinement Phase ILS-Provisioning
C.28 Refinement Phase Technical Manual Preparation Support
C.29 Refinement Phase Training for GSE
C.30 Refinement Phase Safety

C.1 GENERAL.

C.1.1 Scope. The Contractor shall develop, fabricate, test, and deliver Ground Soldier Ensemble (GSE) systems that meet the GSE System Performance Specification (SPS) (Section J, Attachment 0001), GSE system Interface Control Document (ICD)(Section J, Attachment 0002), GSE System Software Allocation Matrix (Section J, Attachment 0019) and statement of work requirements. The Contractor is responsible for integrating the Contractor Furnished Property (CFP) (equipment and software), with Government Furnished Property (GFP) (equipment and software) onto the Soldier (Section J, Attachment 0003). This SOW covers the Technology Development Phase that is separated into two phases: Prototype Phase (first) and Refinement Phase (second). Unless explicitly stated otherwise the SOW requirements pertain to both the prototype phase and refinement phase. The terms GSE and GSE system are used interchangeably throughout the document.

The intent at the end of this contract is to demonstrate through Government developmental testing and user testing that the GSE system, is operationally suitable and operationally effective when used within an Enhanced Infantry Brigade Combat Team (E-IBCT), and / or non-FCS equipped IBCT and ready to enter low rate initial production. The Government is responsible for providing any required software and/or hardware necessary to exchange voice and data between the GSE system network and the IBCTs network(s).

C.1.2 Background. Ground Soldier is a system-of-systems that provides dismounted soldiers increased situational awareness, decreased reaction times, and reduced risk of fratricide. GSE capabilities are informed by combat experiences from the Land Warrior system. The GSE acquisition concept is to focus on providing mature technologies, that when integrated together on the Soldier minimizes the size, weight and power impacts to the Soldier while providing improved situational awareness and network connectivity capabilities at various echelon levels within an infantry brigade combat team. The Soldiers using the GSE will be predominately dismounted and occupied in enemy engagement missions. GSE modularity is desired to permit tailoring for mission requirements, allowing combat load configuration, and maintenance streamlining. The lessons learned from the Land Warrior will be leveraged to focus the GSE development, integration, and testing activities.

C.1.3 Contractor Furnished Property (CFP). The Contractor provided GSE CFP items are listed below, and further defined in the GSE SPS and GSE System ICD:

- Computer Unit: data processor (low power, multi-speed computer)
- Computer Input/Output devices: (User interface with controls)
- Soldiers use of the input device will occur in combat, while the Soldier is wearing tactical gloves and carrying a weapon
- The output device must include a small, hands-free color display at Super VGA (800 x 600) resolution or better
- Associated Connection Devices: Contractor shall provide GSE system Interconnect Cables
- Navigation: Component(s) that will identify the Soldiers location with or without GPS availability
- Radio Antenna and GPS Antenna
- Peculiar Support Equipment: Handheld display, various adapters
- Software: Contractor shall provide required software/firmware/device drivers to integrate the GFP and CFP into a GSE system

C.1.4 Government Directed Equipment. The audio I/O components (headsets with microphones) and cable connectors required for the GSE will be directed source pieces of equipment that the Contractor shall procure. The Government will provide to the Contractor the headsets with microphones for the prototype phase of this effort. The Contractor is required to modify the connectors on the headsets provided by the Government to make them compliant with the GSE system ICD.

C.1.5 Order of Precedence. In the event of a conflict between the text of this Statement of Work (SOW) and the references cited herein, the text of this SOW shall take precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

C.2 PROGRAM STRUCTURE & MANAGEMENT & ENVIRONMENTAL & SECURITY.

C.2.1 Program Management. The Contractor shall be responsible for overall GSE program synchronization which includes allocation of Contractor provided and Government provided resources to produce contract compliant GSE systems. The Government will retain overall program approval authority, functional baseline authority, allocated baseline authority and the program schedule. The Contractor shall immediately notify the Government of any program management changes that affect Government resources (i.e. meeting attendance, time changes to the Integrated Master Schedule, etc.).

C.2.2 Integrated Master Plan (IMP). The Contractor shall manage the contract in accordance with the Integrated Master Plan. Specific features or characteristics of the IMP that is submitted as part of the Contractors proposal may be incorporatedinto the contract as the baseline IMP (section J, Attachment 0004).

C.2.3 Integrated Master Schedule (IMS). Specific features or characteristics of the IMS that is submitted as part of the Contractors proposal may be incorporated into the contract as the schedule baseline (section J, Attachment 0005). The initial IMS shall be documented in terms of days following contract award, and subsequent updates shall be listed in terms of calendar dates. All tasks/activities in the IMS shall be logically linked, showing predecessor/successor relationships and critical path. The activities and tasks defined shall be sufficient to account for the entire program under contract, and, at a minimum, integrate all required data items, testing, hardware deliverables and major contract program events/reviews, contract milestones, technical milestones, key decision points, tie back to the IMP and show program events requiring Government participation. Contractor milestones shall be measurable events and individual scheduled task / activities shall be further broken down if a task / activities exceeds 30 calendar days in duration. Exit criteria for each major event shall match the scheduled predecessor requirements identified and expected for that event. Any changes to the IMS does not require Government concurrence unless the change(s) modifies the dates/durations of Government related events (i.e., reviews, testing, etc.), contract required data item/hardware/software delivery dates, or how significant events are linked in the schedule. In these cases, the Contractor shall immediately notify the Government Contracting Officer of the required change and provide a proposed solution for Government approval prior to the Contractor implementing the change. The IMS shall be provided in accordance with CDRL A010.

C.2.4 Integrated Product Team Structure. The Government-Contractor team shall utilize Integrated Product Teams (IPTs) to ensure the full integration of all functional areas in the overall development effort. The Governments anticipated IPT structure is shown in

Section J, Attachment 0006. The Government IPTs will include Government, Contractor and subcontractor (where appropriate) representatives. The Contractor shall establish an internal IPT process and, at a minimum, shall include Program Management, Systems Engineering and MANPRINT IPTs, which will include representation from the Government. The Government will support other internal Contractor IPTs as appropriate. Government IPT members shall have unrestricted access to Contractor developed and implemented program plans, as well as all technical and management data developed under this effort. The Contractors Systems Engineering IPT shall include Information Assurance (IA) and Security Engineering representation. The Contractor representation to the Government Requirements IPT will be the Contractors focal point for IA compliance discussions.

C.2.5 Work Breakdown Structure. The GSE Work Breakdown Structure will be provided by the Government (Section J, Attachment 0007). The Contractor shall prepare and submit the Contract Work Breakdown Structure in accordance with CDRL A013. The Contractor shall employ the Work Breakdown Structure elements allocated in the contract for planning, managing, cost tracking, performance assessments and progress reporting. Contract Change Proposals and Supplemental Agreements shall require the same level of Work Breakdown Structure identification, definitions, and SOW relationships as the basic contract. The Contractor may further allocate Work Breakdown Structure elements for internal use; however no changes shall be made at or above the cost accounting level established in the contract Work Breakdown Structure without Government approval.

C.2.6 Data/Correspondence.

C.2.6.1 Correspondence Transmission. The Contractor shall submit all data under this contract electronically and in Contractor format, unless otherwise specified. The electronic format of all correspondence and documents shall be compatible with both Microsoft Windows XP and Microsoft Vista operating systems, Microsoft Office 2003 suite of programs (i.e. Word, Excel, PowerPoint) and Microsoft Project 2003.

C.2.6.2 Integrated Data Environment (IDE). The Contractor shall establish an IDE that contains all Contractor-specific program information (non-classified), with access by the Government, to exchange, manage, and use the Contractors program information in a collaborative environment. The Contractors IDE shall be logically ordered to permit ease of navigation, and include a search function.

C.2.6.2.1 Types of Information. The Contractor shall post and maintain currency of all analysis, documentation (reports, minutes, drawings, analysis, specifications, program info, etc.) and data deliverables required by the contract in the Contractors Integrated Data Environment.

C.2.6.2.2 Data Access and Control. The Contractor shall implement controls to prevent data aggregation, unauthorized access, and any unauthorized release of proprietary, Sensitive But Unclassified (SBU), Controlled Unclassified Information (CUI) or classified data. The Contractor shall comply with DoD Directive 5230.24 in assignment of distribution markings. The Contractor shall develop work products through a common digital environment to reduce cycle time, cost, and paper waste. Government and industry tools used in the integrated data environment shall be available to both the Contractor and Government representatives, or to others as authorized by the Government. Government personnel shall have the capability to view, print, download, and annotate information. The most recent version of all data shall be made available in the Integrated Data Environment, and the Government members automatically notified within three working days of being posted. The Integrated Data Environment shall allow the Government and Contractor personnel the capability of retrieving all current and last-modified versions of documentation. Classified data shall be handled and provided separately on magnetic or optical media (not stored in the Integrated Data Environment). Classified data shall be handled in accordance with DoD 5220.22M National Industrial Security Program Operating Manual. Any Government restrictions on the use of the data in the Integrated Data Environment shall be as prescribed in the data rights clauses in the contract.

C.2.6.2.3 Integrated Data Environment Data Transmission Error-Checking and Transmission Rates. The Contractor shall support error-checking protocols to ensure correct and complete transmission of the data. The Contractor shall ensure the Integrated Data Environment database is connected to the Internet with sufficient bandwidth to allow for Contractor users plus a minimum of 5 Government users to each (simultaneously) download documents at a 100+Kb/second (Kilobits per second) data rate or greater.

C.2.7 Environmental Protection.

C.2.7.1 Environmental Compliance. The Contractor shall ensure that all aspects of contract execution, to include activities associated with design, prototype build, test, and storage, are in compliance with Federal, State, and Local environmental regulations and requirements. The Contractor shall immediately notify the Contracting Officer if the Government gives any direction that could result in permit violations.

C.2.7.2 Hazardous Materials Management. The Contractor shall plan, develop, implement, monitor, and maintain effective hazardous materials management for the physical components of the system in accordance with commercial practices. The Contractor shall minimize or eliminate hazardous materials in the system and related operational and support processes. Prohibited materials, toxic chemicals, hazardous materials shall be minimized to the greatest practical extend.

C.2.8 Pollution Prevention. The Contractor shall comply with the Pollution Prevention Act of 1990. The Contractor shall address the pollution control program objectives in the Refinement Phase at the Critical Design Review. The Contractor shall plan, develop, implement, monitor, and maintain effective pollution protection for physical components and related manufacturing processes in accordance with commercial practices. The Contractor shall avoid the use of toxic chemicals and Ozone Depleting Substances. The

Contractor shall avoid manufacturing processes that will have a detrimental impact upon the environment and shall select environmentally preferable, recycled, or recovered materials to the maximum extent possible that meet or exceed the operational and maintenance requirements, and reduce life cycle cost.

C.2.9 Security Requirements. The Contractor shall maintain government-approved facilities for storage and control of classified information (minimum level is Secret), components and support equipment. GSE program classification information is contained in the GSS Security Classification Guide. The Government considers all other verbal information and documents handled or generated in conjunction with this acquisition to be unclassified information of a sensitive nature that must be protected against release to unauthorized individuals. The approval authority for release of information related to this acquisition is the Government contracting officer or PM SWAR representative. During all phases, to include the post-award phase, release of ANY information associated with this acquisition to ANY Government or private individual, firm, or business is prohibited without the express written approval of the approval authority. Further, product(s) or product information shall not be marketed, displayed, or discussed at any trade show, symposium, or through any other medium without the express written approval of the approval authority. Reproduction of any documents provided by the Government is strictly prohibited without the express written approval of the approval authority. Requests for approval to release information submitted to the approval authority shall identify the specific information to be released, the medium to be used and the purpose for the release.

C.3 PROTOTYPING PHASE COST CONTROL.

C.3.1 Contractor Cost Data Reporting (CCDR). The Contractor shall prepare and submit a Functional Cost-Hour, Progress Curve Report and the Cost Data Summary Report for the Prototyping Phase. These documents shall all be IAW DoD 5000.04-M-1 and CDRL A011, CDRL A012,and CDRL A014. The Contractor shall prepare and submit the Contract Funds Status Reports IAW CDRL A016.

C.3.2 GSE CFE Cost As an Independent Variable (CAIV) Process. The Contractor shall develop ways of decreasing the cost of the GSE CFE items. CAIV effort shall include associated achievement criteria, descriptions of the CAIV process, proposed performance versus cost (to include life-cycle costs), and schedule trade-offs. The Contractor, as part of the CAIV effort, shall support the Government cost team in gathering the required input data on the various GSE CFE subsystems, subassemblies, etc. to adequately model the GSE CFE. The Contractor shall provide a status of the CAIV efforts (model status, current AUPC estimate, impacts of changes) and identify/status of ways to reduce the production and life cycle costs (to include removal of overly stringent oversight and / or performance requirements) of the program at each IPR. Costs shall be reported in constant FY 2009 dollars. The estimated levels, for the purpose of conducting CAIV analysis, for the GSE system over a 7 year period of time are as follows:

2009: 10 systems (prototype phase contract quantity)
2010: 60 systems (refinement phase contract quantity)
2011: 1,282 systems
2012: 2,564 systems
2013: 2,564 systems
2014: 2,564 systems
2015: 2,564 systems

The target average CFP hardware price using stated quantities through 2011 (excluding the hand held display and GSE adapters) is $12,900.00.

C.4 PROTOTYPE PHASE RISK MANAGEMENT.

C.4.1 Risk Management Process. The Contractor shall maintain a risk management /mitigation process that follows the concepts in the RISK MANAGEMENT GUIDE FOR DOD ACQUISITION, Sixth Edition (Version 1.0) dated Aug 2006 or a commercial equivalent. The risk management process shall allow the Contractor to document, track, update and manage areas of risk and track technical performance measures and metrics. Specific allocations of risk will be managed through the IPT process. The GSE Government-Contractor team shall establish and track technical performance measures for power, size, weight, and reliability requirements as a minimum. Metrics to track include average unit production cost, open/closed problem reports, requirements stability, failure analysis status, schedule and any additional metrics defined during the IPT process.

C.4.2 Risk Reporting. Risk management and reporting shall be an integral part of all technical reviews, periodic program management reviews, meetings, and IPTs. The Contractor shall make available risk assessments and risk mitigation status through the IPT process and via the Integrated Data Environment and shall include:

- A brief description, including both the title and type, of the risk
- A brief description of the risk root causal factor(s)
- An assessment of the risk's likelihood and the estimated severity of its effect on the program if mitigation fails
- The planned mitigations, along with critical dates (risk reduction milestones), that address the root cause(s) and effect(s)

C.5 PROTOTYPING PHASE MEETINGS/CONFERENCES/REVIEWS.

C.5.1 General. The Contractor shall include all planned reviews, meetings and conferences in the IMP and IMS. For ease of discussion

the terms reviews, meetings and conferences are used interchangeably throughout section C.5. The Contractor shall conduct each review in cooperation with the appropriate Government Project Manager (PM) designated representative. The Contractor shall support each review preparing, hosting at their facility (unless specified otherwise in this SOW), and providing personnel, equipment, technical data, and technical products (presentation materials, mockups, drawings, models, software, etc.) required to conduct each review. The Government will work with the Contractor to combine meetings where appropriate.

C.5.2 Prototype Phase Meetings/Conferences/Reviews.

C.5.2.1 Start of Work Meeting. The Contractor shall conduct a Start of Work meeting no later than 14 calendar days after contract award or as otherwise specified by the Government. The Contractor shall present an overview of its entire contractual effort to include, as a minimum: IMP, WBS, cost accounting system, IMS, entrance/exit criteria for significant events (Preliminary Design Review, customer field evaluation, Critical Design review), required testing, Integrated Logistics Support (ILS) efforts and, subcontractor award schedules/status. The Contractor shall submit the presentation material and meeting minutes in accordance with CDRL A015.

C.5.2.2 In-Process Reviews (IPR). The Contractor shall participate and support all IPRs. The Start of Work meeting is considered the first IPR. Follow-on IPRs shall occur as shown in the IMS. The IPRs shall provide a working management level forum to identify, discuss, and resolve issues that could affect the overall system from achieving the contractual requirements. The IMS, risk management / mitigation status, Cost as an Independent Variable (CAIV) initiatives / status, supportability updates, system engineering updates, metrics, technical performance measures progress, and open action item status shall also be presented at these reviews. The Contractor shall submit the presentation material and meeting minutes in accordance with CDRL A015.

C.5.2.3 Technical Reviews. The Contractor shall conduct and support a series of technical reviews that serve as milestones for the system engineering design and development process for the refinement phase developed systems.

C.5.2.3.1 Preliminary Design Review (PDR). The Contractor shall conduct a PDR to ensure that the system under review can proceed into detailed design, and can meet the stated performance requirements, schedule, risk and other system constraints. The Contractor shall ensure that each function in the functional baseline has been allocated to one or more system configuration items. The PDR establishes the allocated baseline for the GSE. The Contractor Furnished Property portion of the GSE system allocated baseline shall remain under the control of the Contractor until successful completion of GSE system Critical Design Review. The Contractor Furnished Property shall be documented in one subsystem specification, describing performance functionality of all components (broken down by hardware & software) included in the Contractor Furnished Property. The Government will conduct a software PDR for Government Furnished GSE Soldier Application and provide the relevant information to the Contractor. The Contractor shall present the GSE CFP PDR to the Government that describes all components comprising the Contractor Furnished Property, and also the overall GSE system-level integrated preliminary design. The Contractor shall include the following information at the PDR, at a minimum:

- An updated program development schedule including critical path drivers.
- Programmatic decisions (cost/performance/supportability/schedule tradeoffs)
- Program risks and problem areas identified with mitigation plans
- A formal CFP allocated baseline defined by a contractor furnished property subsystem specification and associated subsystem-level technical documentation, maintained in accordance with the Contractors configuration management process.
- Traceability of all subsystem requirements to the functional baseline.
- Modularity and interface design incorporating the GSE Interface Control Document requirements.
- Proposed Maintenance Allocation Chart and anticipated maintenance actions
- In-house test planning to verify critical performance parameters.
- Anticipated system hardware procurement lead times.
- Draft Software Architecture, incorporating Government Furnished Property software.
- Attachment 13 (IA Worksheet) updated based on system design progression
- A draft Logistics Concept.
- CAIV analysis and trade-offs

The decision to proceed past the GSE system PDR shall be documented in Preliminary Design Review meeting minutes for Government approval. The Contractor shall submit the presentation material and meeting minutes in accordance with CDRL A020.

C.5.2.3.2 GSE Critical Design Review (CDR). The Contractor shall conduct a GSE CDR to ensure that the system under review is ready to proceed into the refinement phase of the GSE effort. This review determines that the system design is ready to proceed into formal design documentation, integration, test, Government Development Test (DT) and follow on Government Limited User Test (LUT).

This review assesses the final design as captured in subsystem / component / product descriptions, specifications and drawings for each configuration item in the product baselines. Product specifications or drawings for contractor furnished property hardware shall be available to determine production readiness of components. Product specifications for software developed to support contractor furnished property shall be available as well. The Government will conduct a software CDR for Government Furnished GSE Soldier Application and provide the relevant information to the Contractor prior to the Contractor conducted GSE system level Critical Design Review.

The Contractor shall present the following at the Critical Design Review as a minimum.

- An updated program development schedule including critical path drivers.
- Programmatic decisions (cost / performance / supportability /schedule tradeoffs) since the Preliminary Design Review,
- Program risks and problem areas identified and mitigation plans,
- Summary of changes that have occurred to the design, ICD, performance specification and CAIV projections since the Preliminary Design Review,
- Modularity and interface design incorporating the GSE Interface Control Document requirements.
- Detailed design of each subsystem and module that satisfies the allocated baseline (Government provide GFP related info)
- Computer Software Configuration Item (CSCI) and Computer Software Component (CSC) software algorithms and data structures developed to support contractor furnished property.
- Product Specifications, Product Interface Control Specifications, and associated drawings and material/supplier lists comprising a formal CFP product baseline maintained in accordance with the Contractors configuration management process.
- Traceability of GFP and CFP subsystem design to the allocated baseline.
- Attachment 13 (IA Worksheet) finalized
- System integration flow down of all system-level requirements into the subsystems design,
- Inter-subsystem and modular interfaces.
- Planned integration testing which will verify hardware-to-hardware and software-to-hardware interfaces and functional flow.
- Rationale showing path to meeting unit cost targets and path towards any objective performance.
- A Logistics Concept approved by the supportability IPT.
- Anticipated system hardware procurement lead times.
- CAIV analysis results and trade-offs
- System producibility
- Lessons learned from Government field evaluation and how the information has been used to refine the GSE system
- Technology Maturity Assessment of the GSE system

The decision to proceed past Critical Design Review and into the Refinement phase shall be documented in meeting minutes for Government approval. The Contractor shall submit the presentation material and meeting minutes in accordance with CDRL A021. The Contractor is required to obtain approval from the Government to order refinement long lead material prior to successful completion of the GSE System CDR approval.

C.5.2.4 Government Sponsored Reviews. The Contractor shall provide knowledgeable representation at the following Government quarterly sponsored reviews: Test & Evaluation (T&E) Integrated Product Team (IPT), System Engineering IPT, Supportability IPT and MANPRINT IPT.

C.6 PROTOTYPING PHASE SYSTEMS ENGINEERING.

C.6.1 Systems Engineering Tasks. The Contractor shall develop and design the GSE using the technical architecture defined in the GSE System Interface Control Document. Where Contractor engineering is involved, the Contractor shall implement an open system commercial-based architecture, maximizing use of mature technologies, integrating Government Furnished Property hardware and software, optimizing soldier-to-machine interfaces, while considering transition from development to production, CAIV and life cycle costs. The Contractor shall integrate the Contractor Furnished Property with Government Furnished Property to produce GSE systems suitable for testing and user assessments.

C.6.2 Requirements / Functional Analysis and Allocation. The Contractor shall use the GSE Functional Baseline consisting of the GSE System Performance Specification, GSE System Interface Control Document and GSE System Software Allocation Matrix to allocate performance, reliability and cost parameters to the contractor furnished property. The Contractor shall develop a single Contractor Furnished Property (CFP) subsystem performance specification describing the requirements allocated from the functional baseline to the CFP that defines a portion of the GSE system allocated baseline. The CFP subsystem performance specification that is submitted as part of the Contractors proposal package incorporating any change(s) that occurred during the source selection becomes the initial CFP subsystem performance (section 3) baseline upon contract award (section J, Attachment 0008). The Contractor shall update and deliver, as part of the GSE Preliminary Design Review documentation, the complete CFP subsystem performance specification in accordance with CDRL A030. The final consolidated CFP subsystem performance specification shall be submitted as part of the documentation in support of the GSE Critical Design Review. The allocated requirements shall be maintained with traceability to the functional baseline requirements. Derived requirements shall be appropriately annotated. The Government shall take configuration control of the CFP subsystem performance specification at the completion of the GSE Critical Design Review.

C.6.2.1 The Contractor shall support the Governments GSE Requirements IPT to help clarify GSE requirements, in assessing the user functionality to system specification linkage, and the allocation of requirements to the GSE subsystem specifications. The outcome of this effort will flow down into contractor furnished property technical requirements.

C.6.2.2 The Contractor shall conduct a top-down functional analysis of the proposed CFP and present results at the Preliminary Design Review. The Contractor shall conduct analysis and design to sufficient detail to generate functional test requirements listed in Section 4 of the CFP Subsystem Performance Specification prior to PDR. The current version of the CFP subsystem performance specification shall be posted to the Contractors Integrated Data Environment. This analysis shall be updated by the Contractor as needed to support the Critical Design Review.

C.6.2.3 The Contractor shall establish a CFP subsystem product baseline consisting of component specifications, interfaces, drawings and software design documents. This product baseline shall be reviewed by the Government at the Critical Design Review to assess design completeness and traceability to higher level allocated and functional baselines. The Contractor shall maintain control of the product baseline.

C.6.3 System Integration. The Contractor shall be responsible for the overall system integration of the CFP and GFP into the GSE systems delivered for evaluation under the contract, in compliance with the Government established GSE Technical Architecture as defined in the GSE System Interface Control Document. System Integration involves combining a group of components and engineering the system so all components work together to meet system requirements.

C.6.3.1 System Integration Status. The Contractor shall maintain the system integration status on the Integrated Data Environment, within the IMS and address this during all reviews. The Contractor shall provide inputs on allocated risk elements associated with system integration effort.

C.6.3.2 Government Technical Support. The Government will support the Contractors GSE system integration activities with GFP technical data and technical engineering consultation in the areas of the RT-1922C/G Radio, LI-145 battery, Rifleman Radio and Government provided software. This engineering support will be limited in duration, manpower and level of technical data that can be provided; however the Contractor shall ultimately assure that the GSE systems delivered for testing meet the requirements established in the GSE Functional Baseline.

C.6.3.3 System Integration Tasks. The Contractor shall perform specific system integration tasks that include, but are not limited to the following:

- Establishing functional traceability from system level through hardware and software subsystems to verify that requirements are accurately distributed.
- Performing interface and data flow analysis to verify that system functions are properly defined and allocated among subsystems requirements.
- Verifying functional flow, data flow and connectivity for functions that use external interfaces or system of systems (such as networked communications).
- Performing internal Contractor functional testing in accordance with the subsystem test criteria and the System Performance Specification.

C.6.4 Information Assurance (IA). The Contractor shall design, plan for production, and develop the CFP that will be a vital component of the IA accreditation requirements of the GSE. The GSE will be accredited by the responsible Government Designated Approving Authority (DAA). The Contractor shall conduct a System Security Engineering (SSE) program that results in delivery of a GSE that is in compliance with National, DoD, Army, and PM IA guidance design, product, and documentation. The Contractor shall: 1) participate in the IA Sub-IPT [or working group] of the GSE Requirements IPT, 2) Implement necessary IA features, 3) Implement periodic IA scans and analysis, 3) employ software quality and validation methods, and 4) ensure configuration management is preserved. IA Sub-IPT internally distributed, informal, draft versions of the IA Report described below will be continuously maintained to facilitate ongoing IA discussions.

C.6.4.1 Compromising Emissions (TEMPEST). The Contractor shall integrate the GFP and CFP into a GSE system design that shall meet Level II emission requirements, Level I conduction, and NONSTOP requirements by the end of the refinement phase. These requirements are defined in NSTISSAM TEMPEST /1-92; and NSTISSAM TEMPEST/2-95. TEMPEST design principles, design, and analysis of resultant performance shall be reported via the Information Assurance Report(IAR). This section of the IAR, may require submittal as a classified annex, using DI-MSMT-81026 as a guide.

C.6.4.2 Information Assurance Report. The Contractor shall generate and maintain a comprehensive Information Assurance Report (IAR) to facilitate communication of GSE Information Assurance stance to the Government Requirements IPT. The Information Assurance Report shall document the GSE system role in GSE Control Compliance, the trusted start-up/shutdown process, and necessary Ports, Protocols, and Services stance. The Information Assurance Report shall also address Information Assurance Vulnerability Alert (IAVA) Stance, Security Technical Implementation Guide (STIG) Stance to the degree that they apply. Additionally, the Information Assurance Report shall also provide GSE system pertinent input required for generation of the GSE Security Architecture Feature Users Guide, Security Concept of Operations, and Security Standing Operating Procedures (SSOP). The Information Assurance architecture feature users guide inputs shall describe the Information Assurance features of GSE system and user functions (to include system operator, maintainers and security system administrator) related to security and the expected system reaction to security related events. GSE system protection design features, to include at a minimum TEMPEST controls, User Authentication, Data Confidentiality and Integrity shall be addressed in a GSE system context. The Security Concept of Operations inputs shall identify GSE system security components, how they work together, and with non-GSE interfaces, and the security concept of external and internal operations of the GSE system. The Security Standing Operating Procedures inputs shall address specific procedures or considerations that are eventually conveyed to the GSE system users and information assurance personnel. Information assurance feature traceability to requirements will be maintained by the Requirements IPT and configuration items shall be maintained by the CM process. The Information Assurance Report shall be provided by the Contractor in accordance with CDRL A040.

C.6.5 Manpower and Personnel Integration (MANPRINT)/Human Systems Integration. The Contractor shall plan and implement a MANPRINT program to address and integrate the seven domains of MANPRINT (human factors engineering, system safety, health hazard assessment,

soldier survivability, manpower, personnel, and training) consistent with Army MANPRINT program requirements described in AR 602-2. The Contractor shall establish an internal MANPRINT Integrated Product Team (IPT), which shall include a Government representative, to ensure that system design fully addresses MANPRINT requirements throughout the development process.

C.6.5.1 Human Factors Engineering (HFE). As part of the MANPRINT program, the Contractor shall plan and implement a Human Factors Engineering Program to assure that the CFP and integration with the GFP conform to the system performance specifications HFE/MANPRINT requirements. The HFE program shall focus on soldier-system performance capabilities, soldier-system interface design, ease of system operation, straightforward system set-up and disassembly and maintenance operations, and design for soldier mobility, comfort, ease of movement, and portability. The Government will provide human engineering representatives to participate and assist with HFE design; however final GSE system configuration shall be the responsibility of the Contractor. HFE performance will be assessed in field evaluation, Government fightability assessments, Development Test and Limited User Test. The HFE progress and current status shall be presented at each IPR and Technical reviews.

C.6.5.2 Fightability Assessments. The Contractor shall support a Government planned GSE fightability assessment prior to the conclusion of the Prototyping Phase. The Government may support earlier Contractor conducted internal fightability evaluations depending on resource availability. System anomalies discovered during the fightability assessments shall be documented as incidents occur and posted to the Contractor Integrated Data Environment.

C.6.6 Producible Design. The Contractor shall design the CFP subsystem and subassemblies considering producible design, one that does not depend on component part matching, proprietary processes or unique procedures. MIL STD 1528A and DoD 4245.7M may be used for guidance. Efforts associated with improving the producible design characteristics shall be presented at GSE technical reviews.

C.6.7 Technology Maturity Assessment (TMA). The Contractor shall deliver a Technology Maturity Assessment of the contractor furnished property technologies included in the GSE system. This assessment shall include, at a minimum, (1) a description of the technology, the system performance specification requirement(s) that it meets, the function it performs and how it relates to other parts of the system, (2) a description of the environment in which the technology has been demonstrated and an analysis of the similarities between the demonstrated environment and the intended operational environment and (3) the Technology Readiness Level (TRL) assigned to each technology. The Contractor shall delivery the TMA in accordance with CDRL A050.

C.6.8 Testability Analysis. The Contractor shall conduct a testability analysis to determine the level of built-in-test (BIT) coverage and level of fault detection that shall be achieved by the GSE system design (use MIL-HDBK-2165 tasks 203.2.2, 203.2.5, 203.2.7, 203.2.8, 203.4.2, and 203.4.4 as guidance). The Contractor shall document this effort as part of the Preliminary Design Review and Critical Design Review.

C.6.9 Modeling and Simulation. The Contractor shall use modeling and simulation as appropriate to perform design and supportability trade-offs. The Contractor shall support the Governments modeling and simulation efforts through the Integrated Product Team process.

C.6.10 Network Design and Validation. The Contractor shall participate with the Government in technical reviews, interface definition and technical interchange with Government programs responsible for military battlefield communications and technical interfaces defined in the GSE Interface Control Document. This shall include establishing interface criteria, design, verification criteria, simulations and documenting these efforts. All external network and GSE-only network interfaces, connectivity, functionality and data flow shall be verified by the Contractor through testing.

C.6.11 Interface Control Documents. The Contractor shall provide a GSE CFP Subsystem interface control documentation in accordance with CDRL A032. This document shall provide any changes required to the Government system interface control document to properly document the CFP subsystem interfaces to the larger GSE system. The interface control document shall include the following, at a minimum:

- Configuration and interface dimensional data applicable to the envelope, mounting and interconnection of the related items;
- Complete interface engineering requirements (mechanical, electrical, electronic, optical, etc.), which affect the physical or functional characteristics of the co functioning items;
- Any other characteristics that cannot be changed without affecting system interfaces.

C.6.12 Integration Testbed. The Contractor shall use a System Integration Testbed for evaluating overall system-level performance. The System Integration Testbed shall be certified to securely store and use Government Furnished Property. Any configuration of the GSE system scheduled for Government testing shall first be qualified by the Integration Testbed.

C.6.13 GSE Navigation. As part of the Contractors GSE design to meet GSE navigation requirements, the Contractor shall integrate a Government Furnished GB-GRAM GPS card the meets MIL-PRF-GB-GRAM-300 for Small Serial Interface (SSI) form factor. This solution shall be fully SSI compliant and shall not depend on features outside of MIL-PRF-GB-GRAM-300. The GB-GRAM navigation component integration shall consider guidance published in the SSI GB-GRAM Integrator's Guide and the ICD-GPS-153C Integrator's Guide. The Contractor is responsible to obtain the required security approvals of their GSE navigation design implementation and shall include this process in the IMS. The Contractor shall coordinate with the Government and the GPS Wing (GPSW) to conduct a security review of the integration design IAW GPU-03-105. The Contractor shall handle the transfers of GPS devices with military security devices IAW CZU-03-071.

C.7 PROTOTYPING PHASE QUALITY ASSURANCE.

C.7.1 Quality Assurance System. The Contractor shall establish and maintain a quality system that, at a minimum, adheres to the requirements of ISO 9001 or the ANSI/ASQC equivalent ASQC (Q9001), "Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing" or an equivalent Quality system and supplemental requirements imposed by this contract. The objective of quality assurance is to focus on the effectiveness of the design process and develop robust requirements that are achievable and cost effective. Quality shall be viewed as an attribute, which is controlled by the engineering/design and business processes. The quality system plan, procedures and all documentation and data that comprise the quality system shall be made available to the Government to review. The Government may elect to require the Contractor to perform any necessary inspections, verifications, and tests to ascertain conformance to the requirements and the adequacy of the implementation procedures. The prime Contractor shall require of subcontractors or suppliers a quality system achieving control of the quality of services and supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet its contractual requirements. Acceptance of the Contractors quality system shall not in any way relieve the Contractor of responsibility for compliance with all contract requirements. The Contractor shall maintain a calibration system in accordance with ISO/IEC 17025:2005, ISO 10012-1:1992(E), or equivalent.

C.7.2 Quality Assurance Testing. All formal Contractor and Government quality assurance testing shall occur in accordance with the dates established in the IMS. Five working days prior to the start of each test, PM shall be electronically notified.

C.7.2.1 Test Inspection and Test Records. The Contractor shall maintain records of all formal inspections and tests (not including Government conducted testing) throughout the contract duration. The records shall cover both conforming and non-conforming items. Inspection and test records shall as a minimum indicate:

a. The part, component, or system identification (name and part number).
b. The serial (or lot) number(s).
c. The quantity of items inspected/tested.
d. The nature and number of the observation, inspection, or test.
e. The results of the observation, inspection, or test, and the number and type of deficiencies (if any) found.
f. For non-conforming items, the records shall include the results of the failure analysis, cause, and corrective action.

Data included in the inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action effectiveness. Inspection and test records shall be stored until contract completion or a minimum of three years from the date of origination, whichever is longer. The records shall be made available for review by the Government upon request.

C.7.2.2 Abbreviated System Test (AST) Plan/Procedures. The Contractor shall provide an AST Test Plan/Procedures for GSE system that when executed verifies compliance with the GSE System Specification (see Table 4.1 of the GSE System Specification for required Contractor AST tests) and is in accordance with CDRL A060. The final Government approval of the test plan/procedures shall occur prior to commencement of AST testing.

C.7.2.3 Abbreviated System Tests (AST). The Contractor shall test a subset of the GSE System Performance Specification (SPS) requirements (i.e. Section 4 of the GSE SPS, column Contractor AST) to provide the Government confidence that the Contractors approach is on track to meet the overall GSE contract requirements. The ability to meet these requirements will be part of the prototype GSE system assessment and decision to proceed beyond Critical Design Review into the Refinement Phase. The AST testing shall be conducted in accordance with the Government approved AST test plan/procedures. The AST testing shall be completed prior to commencement of the Government field evaluation. Upon successful completion of the AST, the Contractor shall prepare and submit an AST test report in accordance with CDRL A065. The AST report shall address all testing performed, failures encountered and corrective actions implemented.

C.7.2.4 Highly Accelerated Life Testing(HALT) Plan/Procedure. The Contractor shall submit a HALT test plan/procedures for the GSE CFE subsystem (excluding headsets) in accordance with CDRL A067. The final Government approval of the test plan/procedures shall occur prior to commencement of HALT testing.

C.7.2.5 Highly Accelerated Life Testing (HALT). The Contractor shall conduct Highly Accelerated Life Testing (HALT) on three CFE subsystems to precipitate design weaknesses and improve the subsystems reliability. These CFE subsystems should be properly marked so they do not get delivered to the Government after completion of the HALT testing. Failures discovered during HALT shall be documented as part of the AST report. The Contractor shall make necessary design changes and incorporate them in the systems used for the AST testing. Results of the HALT testing shall be presented during the IPRs and documented as part of the AST report.

C.8 PROTOTYPING PHASE GSE SYSTEM QUANTITY. The Contractor shall design, fabricate, test and deliver ten (10) prototype GSE systems for the Government conducted Field Evaluation.

The Contractor provided peculiar support equipment, as defined in the GSE System Interface Control Document Attachment 2 (Table 3-1) shall be provided at the same time as the GSE systems, in the prototype phase quantities stated below:

CFP Peculiar Support Equipment	WBS element	Quantity	Note
Video Display Cable	1.7.5	0	Note C.8-A

Data Logging Cable	1.7.6	0	Note C.8-A
PAN to USB Adapter	1.7.7	3	Note C.8-A
PAN to Ethernet Adapter	1.7.8	3	Note C.8-A
NATO Soldier Power Cable	1.7.9	0	Note C.8-A
Hand held Display & Cable	1.7.10.4	2	Note C.8-A

Note C.8-A: The GSE system performance specification environmental requirements do not apply for these items being delivered during prototype phase. The Contractor shall harden to levels commensurate with use in commercial environments.

C.9 PROTOTYPING PHASE RELIABILITY.

C.9.1 Reliability Program Plan (RPP). The Contractor shall incorporate processes and procedures to meet the time-phased reliability assessments and reliability growth monitoring requirements for the contractor. The Contractor shall document progress in achieving the GSE system reliability requirements, as part of the GSE IPRs and technical reviews. The Contractor shall manage the GSE system reliability program in accordance with the RPP. Specific features or characteristics of the RPP that is submitted as part of the Contractors proposal may be incorporated into the contract as the reliability program baseline (Section J, Attachment 0009).

C.9.2 Reliability subsystems. The Contractor shall incorporate diagnostics and prognostics subsystems (BIT/BITE) to the extent as determined to meet the reliability, testability and maintainability requirements specified elsewhere in this SOW and Specifications. Throughout the prototyping phase, as the designs are developed, reliability shall be given equal priority to cost, performance, and schedule in all components design trade-offs and decisions.

C.9.3 Reliability Modeling, Allocations and Predictions. During the Prototyping Phase, the Contractor shall establish and maintain a reliability modeling and allocations task for the GSE system. The purpose of this task is for the Contractor to develop mathematical reliability models, allocate the reliability requirements down to lower levels and perform initial reliability predictions for the system. Reliability allocations developed in this task shall be used by the Contractor as input for CFP subsystem performance specifications. The results from these analyses shall be presented during the Preliminary Design Review and any updates provided at the Critical Design review. Analyses from this task shall be prepared by the Contractor and submitted in accordance with CDRL A035. Reliability block diagrams shall be included and traceable to the system functional block diagram and drawings. Associated allocations and predicted values for each block of the diagram shall be provided. Mathematical and statistical modeling and predictions techniques used in this task shall be documented. Failure rate data and its sources shall also be included. Commercial-Off-The-Shelf (COTS) hardware reliability data available from the vendor/supplier will be used when available. Existing military standards and handbooks can be used as guide for this task, however, once approved by the Government, the Contractor may select other industry/commercial acceptable reliability modeling and predictions techniques, as deemed applicable.

C.9.4 Reliability Verification and Reliability Growth Management. The Contractor shall demonstrate to the Government the attainment of the GSE system reliability requirement through a structured reliability growth program that is included within the reliability program plan. The Contractor reliability growth program shall be in-line with the Government defined idealized growth planning curve, Attachment 0010. The Contractor shall demonstrate attainment of the required reliability through a series of reliability growth test and fix phases in accordance with reliability growth program plan. The Contractor shall track the reliability to include the number of failures during each test event as well as the number of corrective actions implemented during each fix period. The Failure Reporting, Analysis, and Corrective Action System shall be applicable for this task. At a minimum, the Contractor shall demonstrate to the Government, at the end of the Prototyping Phase Field evaluation, a minimum GSE system reliability of Mean Time Between Failures (MTBF) of at least 80 hours and a GSE CFP subsystem MTBF of at least 128 hours.

C.9.5 Failure Mode and Effects Analysis (FMEA). The identification and understanding of the failure modes are key to improving the inherent reliability of the system design. The FMEA shall be conducted down to the lowest repairable level of the GSE CFP using a bottom-up and hardware analysis approach. Any significant design changes to the GSE CFP shall be reflected in the final FMEA and an update to the analysis shall be provided to the Government. Commercial or industry best practices procedures, once approved by the Government, would be considered as acceptable for this task. The Contractor shall document this effort and present the results as part of the Critical Design Review.

C.10 PROTOTYPING PHASE SOFTWARE.

C.10.1 GSE Software Development. The Contractor shall provide all engineering services and products required to ensure integration of their CFP with the Government GSE Soldier application. The GSE Soldier Application software will be a Government furnished software package. Contract attachment 14 provides additional information on the Government GSE Soldier Application (GFP software) development, software integration and software unit testing timelines and requirements. There are two scheduled software drops 1 & 2. The first software release is during the prototype phase and the second release is during the refinement phase. The Government will provide GSE Soldier Application executable software to the GSE prime contractor at the end of each successful software drop unit test. The Contractor shall be responsible, at their facility, for the loading of each software drop onto their GSE systems for Contractor system integration and system level testing. The Government will provide GSE Soldier application related software engineering support to GSE prime contractor during their system integration and system testing as determined by the Government.

Contractor shall include their planned software / device driver development and testing efforts and technical support to the Government

software development efforts in the IMS.

C.10.2 GSE Software Development Support.

C.10.2.1 Technical Support. The Contractor shall provide on-site technical support to assist the Government in the software drop 1 integration and software unit testing of the GSE soldier application with the Contractor provided CFP hardware/device drivers. This support shall be at the Government Software Integration Lab (SIL) location.

C.10.2.2 Open Framed CFP engineering prototype systems. The Contractor shall provide two GSE CFP open framed engineering prototype units (includes all associated cables, power supplies, device drivers, on-site support, documentation and support equipment to make them fully functional) to the Government SIL for Government use to support the Government GSE software development, software integration and software unit testing efforts. These open framed CFP engineering prototype units and associated support equipment shall be maintained by the Contractor and will be returned to the Contractor at the end of the contract. The open framed CFP engineering prototype systems are not part of the paragraph C.8 GSE system deliverables.

C.10.2.3 Government Software Reviews.

C.10.2.3.1 GSE Software PDR. The Contractor shall participate in the Government conducted GSE Software PDR. The purpose of the Software PDR is to finalize the GSE system software allocation baseline and partitioning of software related requirements (Attachment 19: GSE system software allocation matrix) between the GSE soldier application and functionality being provided by the Contractor CFP subsystem. The GSE Software PDR will be conducted at the Government SIL location.

C.10.2.3.2 GSE Software CDR. The Contractor shall participate in the Government conducted GSE Software CDR. The purpose of the Software CDR is to finalize the GSE system software product baseline. The GSE Software CDR will be conducted at the Government SIL location.

C.11 PROTOTYPING PHASE INTEROPERABILITY REQUIREMENTS.

C.11.1 Systems Interoperability. The Contractor shall be responsible for systems interoperability. Systems interoperability shall, at a minimum include interoperability of the GSE hardware, software, and logistics systems insuring the GSE maintains interoperability with evolving Army digital network standards and capabilities. Integration of Government Furnished Property shall not degrade the demonstrated interoperability between Government Furnished Property components.

C.12 PROTOTYPING PHASE CONFIGURATION MANAGEMENT.

C.12.1 Configuration Management. The Contractor shall manage the GSE contract configuration management effort in accordance with their internal Configuration Management Plan (CMP). The Contractor is responsible for configuration and data management, planning and integration to assure the Government that the Contractor maintains a structured approach to controlling the configuration integrity of the GSE components and integrated system activities, maintains interchangeability of contractor furnished property hardware, and assures the CFP allocation and CFP product baselines are documented and maintained throughout contract. The CMP and all associated documentation, files and data that comprise the configuration management system shall be made available to the Government to review when requested by the Government. The Government reserves the right to disapprove the Contractors CMP or portions thereof when it fails to meet contractual requirements. Acceptance of the Contractors CMP shall not in any way relieve the Contractor of responsibility for compliance with contract requirements.

C.12.2 Configuration Management Provisions. The Contractor shall include the following provisions to support the Information Assurance accreditation requirements of the GSE and the GSE hardware configuration management process: 1) documented roles and responsibilities 2) IA Manager is a member of the control board 3) hardware and software inventory is maintained, 4) Change controls are implemented 5) adequate back-up procedures exist, 6) security critical design information maintained in privilege controlled CM libraries, and 7) access privileges are reviewed every 3 months.

C.12.3 System Baselines. The Contractor shall implement a configuration management program to manage the contractor furnished property elements of the allocated and product baseline configurations for the GSE CFP system developed in the Prototyping Phase. The Government shall retain configuration control of the functional baseline, documented in the GSE System Performance Specification, GSE system software allocation matrix and GSE System Interface Control document. The Government shall also retain configuration control of the non-CFP GSE allocation baseline. The CFP allocated baseline and CFP product baseline (in terms of form, fit, function and interface) shall be documented with direct traceability to the functional baseline. The Contractor traceability tool shall be compatible with Dynamic Object Oriented Requirements System (DOORS) tool. The Contractor shall provide an electronic copy of the CFP allocated baseline to the Government that can be loaded into DOORS at the Critical Design Review as part of CDRL A021.

C.12.4 Configuration Control Changes. The Contractor shall maintain a configuration status accounting system that provides an auditable trail of configuration changes to configuration documents. When proposing a change to the functional configuration documentation, the Contractor shall prepare and submit Configuration Control change requests in accordance with the Configuration Management Plan.

C.12.5 Configuration Control Boards. The Contractor shall establish a Configuration Control Board. The Contractor shall participate on the Government Configuration Control Board through the GSE Requirements IPT to review proposed changes to functional baseline. No change to the functional baseline shall be implemented until formally approved by the Government, and the Contractor has been notified by the contracting officer to implement the change.

C.13 PROTOTYPING PHASE ILS-Provisioning.

C.13.1 Maintenance Allocation Chart. The Contractor shall develop and prepare a Maintenance Allocation Chart (MAC) for the CFP portion of the GSE system in top-down generation breakdown sequence in the logical order of disassembly starting with the end item and contain all functional groups that require maintenance. The process of breakdown is established from the engineering drawing structure in a Next Higher Assembly (NHA) progression until the lowest reparable in each family tree group is identified. All reparable items must have a functional group or subgroup assigned that aligns with the maintenance work package and identifies all repair parts needed for repair in the Repair Parts Special Tools List (RPSTL). The MAC shall include all maintenance significant components, assemblies, subassemblies, and modules. No item will be deleted from the MAC without Government approval. If a maintenance function is a replacement function only for a repair part, the item shall not be listed in the MAC, unless not listing the item would result in deletion of the group number, in which case the item shall be listed in order to retain the functional group number. Items requiring a test procedure before replacement shall also be listed on the MAC. The Contractor shall provide the MAC in accordance with CDRL A070. After Government review and acceptance of the MAC breakdown, the Government approved MAC shall form the baseline for the associated technical manuals and provisioning effort.

C.13.1.1 Top-down is accomplished by sequencing all parts comprising the end item in a lateral and descending family tree/generation breakdown. This breakdown shall consist of the end item including all components, listing every assembly, subassembly, and part that can be disassembled, reassembled, and/or replaced. All parts shall be listed in their relation to the end item, component, assembly, or installation system in which they are contained and to their own further sub/subassemblies and parts. The only exception being welded components which will not be broken down into piece parts.

C.13.1.2 Breakdown is accomplished by starting with the end item as the A indentured item, and descending, by subsequent indenture levels (B, C, D etc.) resulting in a complete depiction of the end item. Major assemblies, sub-assemblies, or components would normally be at the B indenture level, etc., utilizing as many levels as necessary until the last item(s) are depicted. When more than one group is to be depicted at the same indenture level, standard practice and best maintenance procedures will dictate which group will appear first, (e.g., a cylinder head assembly would normally necessitate removal prior to removing the cylinder block assembly; therefore, the cylinder head assembly would appear prior to the cylinder block in the breakdown sequence.

C.13.1.3 Indenture. This top-down breakdown relationship is shown by means of an indenture code in the Repair Parts Special Tools List (RPSTL) and Provisioning Parts List (PPL). The indenture code indicates that the item is either associated with, contained in, or part of, the preceding item identified with an indenture code of the preceding alpha character.

C.13.1.4 The basic entries in the MAC shall be a list of functional groups applicable to the end item which require maintenance. The term functional group applies to reparable assemblies and subassemblies, i.e., spares (any consumable, non-repairable component required for the maintenance or repair of an end item).

C.13.1.5 Entries shall be item names (a basic name and a noun work or phrase modifier, e.g., transformer, pulse, low power) and, where applicable, type designators, without stock or Part Numbers (P/Ns) if possible, in order to minimize need for subsequent change; however, entries shall contain positive identification.

C.13.1.6 All item names of MAC functional groups shall be the official nomenclature in accordance with the RPSTL nomenclature or other source as specified by the acquiring activity.

C.13.1.7 Engineering Drawing Tree. The Contractor shall provide a top-down generation breakdown engineering drawing tree of the GSE CFP subsystem with sufficient detail so that the Government can verify the functional groups and Next Higher Assembly (NHA) for each item listed on the MAC and how it ties back to the rest of the GSE system modules.

C.13.2 Supportability Analysis Summaries. The Contractor shall develop and prepare for the GSE CFP subsystem the Supportability Analysis Summaries (SAS) to support decisions made for development of the Maintenance Allocation Chart (MAC) maintenance functions, maintenance levels, and maintenance repair times. The Supportability Analysis Summaries consist of the Maintenance Planning Summary and the Repair Analysis Summary. These summaries may be combined into one report if all the required data is included. The Contractor shall provide the Supportability Analysis Summaries in accordance with CDRL A072.

C.13.2.1 Purpose of Summaries. To set forth basic principles, objectives, policies, and assign responsibilities for maintenance and provisioning of the end item(s). Supportability summaries shall clearly and logically support the maintenance functions, man-hour(s) for each maintenance function, skill(s) needed to complete action, and Military Occupational Specialty (MOS) needed to complete action for the maintenance functions for each group of the MAC. The summaries provide guidance for planning, managing, executing, and evaluating provisioning programs within the framework of the Acquisition process using Integrated Logistic Support (ILS) techniques.

C.13.2.2 The summaries provide maintenance planning information to the Government that may be used to develop initial fielding plans

for the end item support structure. These summaries may also be used to verify that the maintenance actions and support structure are aligned with the Governments requirements and maintenance concept. The report(s) shall consist of information in support of the development of the MAC and shall detail the analysis behind MAC maintenance times, maintenance levels and functional group breakdown. The summary depicts the average man-hours required to perform one occurrence of a maintenance function at a specific maintenance level. The displayed average is weighted by the task frequencies associated with the maintenance functions. Report(s) may be prepared in Contractor format and shall be
submitted with the MAC.

C.14 PROTOTYPING PHASE TECHNICAL MANUAL PREPARATIONS. The Contractor is not required to provide Technical Manuals during the prototyping phase.

C.15 PROTOTYPING PHASE TRAINING FOR GSE.

C.15.1 The Contractor shall prepare and conduct GSE CFP subsystem operator training to support the Government field evaluation of the GSE systems. The training will be at the site of the Government field evaluation (CONUS location). The Contractor shall also provide on-site technical, logistics and training support to keep the systems operational during the field evaluation and to capture lessons learned to be applied in the refinement phase. The dates for the Government field evaluation are as stated in the IMS.

C.15.2 Training Review Conference (TRC): If necessary, a Training Review Conference may be conducted as a part of program reviews. A TRC shall identify and resolve potential problems, establish milestones for contract deliverables, and discuss any areas of mutual interest to both the Government and Contractor. Subsequent TRCs may be conducted when required.

C.15.3 Safety. When conducting training that would involve hazardous operations, the Contractor shall establish detailed safety procedures and use appropriate protective equipment to ensure the safety of all training participants. Safety procedures shall include relevant notices, cautions, notes, and warnings extracted from preliminary publications, and/or any other such information sources pertinent to the equipment. The requirement for protective equipment and its proper use, e.g., hearing protection, shall also be incorporated. All such information shall be covered in detail with the students as part of the training.

C.16 PROTOTYPING PHASE SAFETY.

C.16.1 Safety Engineering. The Contractor shall ensure safety requirements specified during the GSE development effort are met. To ensure that safety tasks are suitably completed, the Contractor shall provide qualified personnel to accomplish the required safety tasks, establish the authority for implementing safety tasks through all levels of management, allocate appropriate resources, and establish lines of communication between system safety and other functional elements of the program. A summary of identified System Safety and Health hazards, and corrective actions shall be provided during each IPR. The Contractor shall identify all safety features of the GSE system hardware and software design, specific controls or precautions to be followed in the use of the system; and shall provide verification of compliance to safety requirements identified in the system specification. The Contractor shall provide required system information to support the Government safety release process.

C.16.2 Hazard Tracking. The Contractor shall use a tracking system to enter and track hazards. Hazards will not be considered closed until corrective actions have been verified by Government representatives.

C.16.3 Safety Inspection. The Contractor shall support a Government safety inspection of the system prior to soldier training / testing / operation or Government system acceptance in order to verify the information in the Safety Assessment Report (SAR). The Contractor shall allow sufficient time to correct any open or unresolved hazards prior to testing, training, and/or Government system acceptance.

C.16.4 Safety Assessment Report (SAR). The Contractor shall prepare and submit a Safety Assessment Report (SAR) for GSE system in accordance with CDRL A080. The SAR shall evaluate the safety risk being assumed prior to test or operation of the system. The SAR shall identify all safety features of the system hardware and software design, specific controls or precautions to be followed in the use of the system; and shall provide verification of compliance to safety requirements identified in the system specification. The analysis shall identify any non-compliance of safety specification requirements and provide any such justification. Justification for noncompliance is not to be construed as approval by the Government; noncompliance requires separate written approval by the Government. As a minimum, the SAR shall include the following information: Introduction, System Description, System Operation, System Safety Engineering, Materiel Safety Data Sheets, and Conclusions and Recommendations.

C.17 REFINEMENT PHASE COST CONTROL.

C.17.1 Contractor Cost Data Reporting (CCDR). The Contractor shall prepare and submit a Functional Cost-Hour, Progress Curve Report and the Cost Data Summary Report for the Refinement Phase. These documents shall all be IAW DoD 5000.04-M-1 and CDRL A110, CDRL A120, and CDRL A140. The Contractor shall prepare and submit the Contract Funds Status Reports IAW CDRL A160.

C.17.2 GSE CFE Cost As an Independent Variable (CAIV) Process. The requirements of Paragraph C.3.2 apply during the refinement phase.

C.18 REFINEMENT PHASE RISK MANAGEMENT.

C.18.1 Risk Management Process. The Contractor shall continue to maintain a risk management /mitigation process as developed in C.4.1. The Contractor shall continually track and reevaluate risk areas and assess potential component-level changes. Specific allocations of risk will continue to be managed through the IPT process.

C.18.2 Risk Reporting. Risk management and reporting shall continue to be an integral part of all technical reviews, risk review board meetings, periodic program management reviews, meetings, and IPTs as established in C.4.2.

C.19 REFINEMENT PHASE MEETINGS/CONFERENCES/REVIEWS.

C.19.1 The requirements of Paragraph C.5.1 apply during the refinement phase.

C.19.2 In-Process Reviews (IPR). The requirements of Paragraph C.5.2.2 apply during the refinement phase. The Contractor shall submit the presentation material and meeting minutes in accordance with CDRL A150.

C.19.3 Technical Manual (TM) Reviews. Technical Manual Reviews will be held at the discretion of the Government. During preparation of equipment publications, these Technical Manual Reviews will be used to clarify requirements, ensure the integration of the material is progressing, to provide guidance to the Contractor and to ensure that the data being submitted for the manual publication is written to conform to this SOW and MIL-STD-40051-2, including change 3. The Government will notify the Contractor a minimum of seven days prior to each Technical Manual Review. For planning purposes, the Contractor shall anticipate participation in at least two Technical Manual Reviews during the course of TM development. The Contractor shall submit the presentation materials and meeting minutes in accordance with CDRL A150.

C.19.4 Training Conference Reviews. Training conference requirements and schedules will be finalized as part of Training Conference #1, and updated in the IMS as required. The Contractor shall notify the Government of the exact dates and locations of each training conference at least 4 weeks prior to each conference.

C.19.4.1 Training Conference #1. This conference shall be devoted to a review of the concepts and approaches for individual and collective training to be used in preparation for Limited User Testing (LUT). The Government will provide a list of Mission Essential Tasks to be trained at each level of the unit to be trained (squad, platoon, and company). Conditions and standards for all tasks to be trained will be developed. The training conference attendees will define the training methodology for each individual and collective task.

C.19.4.2 Training Conference #2. This conference will include a review of supporting documentation used in the development of all training materials for the Limited User Test.

C.19.5 Test Readiness Review. Test Readiness Reviews shall be conducted to confirm that the GSE systems are ready for Developmental Testing and the Limited User Test prior to each test initiation. The Test Readiness Reviews shall be listed on the IMS.

C.19.6 Government Sponsored Reviews. The Contractor shall provide knowledgeable representation at the following Government quarterly sponsored reviews: Test & Evaluation (T&E) Integrated Product Team (IPT), System Engineering IPT, Supportability IPT and MANPRINT IPT.

C.20 REFINEMENT PHASE SYSTEMS ENGINEERING.

C.20.1 System Engineering Activities. The Contractor shall continue the activities and processes established during the Prototyping Phase into the Refinement Phase as needed, to support the fabrication, integration and testing of the second group of GSE systems, as defined at the CDR, to support the Government Development Testing and Limited User Testing.

C.20.2 Information Assurance and Security Engineering. The Contractor shall continue the conduct of a System Security Engineering (SSE) program and submittal of updated Information Assurance Report in accordance with SOW paragraph 6.4 and CDRL A400.

C.20.2.1 Certification Test and Evaluation (CT&E) Support. To support conduct of the LUT, CT&E events will be required at the Contractor development facility. One CT&E event will be required in the Development Test (DT) timeframe to support subsequent Limited User Testing (LUT). The CT&E event is estimated to be between two (2) and four (4) days in duration and will involve visitation of four (4) to six (6) technicians to conduct, oversee, or witness Contractor conduct of test procedures. The Contractor shall support the operation of the GSE system and interfacing developmental systems that may be required to support the test initiation, execution, and data collection processes. Contractor participation in interviews verifying compliance with non-technical IA controls, which cannot be evaluated through test, shall be required.

The Contractor shall coordinate their integration schedule with Government system engineering IPT to ensure timely CT&E conduct of appropriate GSE systems approximately 120 calendar days prior to LUT. The CT&E activity shall be included in the IMS. This coordination shall include definition of acceptable differences between CT&E and LUT test systems. For example; laboratory development hardware and software appropriately representative of ruggedized LUT GSE System will be considered if specified differences are deemed acceptable. The following will not be considered without contractor proposed risk mitigation considerations deemed acceptable by the government; (1) absence of any significant IA related functionality or (2) presence of any architectural deviations or (3) any other

factor which would necessitate reaccreditation of test article as specified in AR 25-2 paragraph 5-5.b.(1),.(5),.(7), or .(9) and DoD 8510.01 paragraph 6.3.4.1. Aforementioned coordination shall be conducted within context of the Program Management IPT structure defined in paragraph C.2.4.

C.20.2.2 Compromising Emissions (TEMPEST) Controls. The Contractor shall demonstrate that GSE system meets Level II emission, Level I conduction, and NONSTOP requirements by the beginning of the Government developmental testing. These requirements are defined in NSTISSAM TEMPEST /1-92 and NSTISSAM TEMPEST/2-95. TEMPEST design principles and analysis to verify resultant performance shall be reported via the Information Assurance Report, CDRL A400. This section of the IAR, may require submittal as a classified annex, using DI-MSMT-81026 as a guide.

C.20.3 Engineering Drawings. The Government reserves the right to require delivery of engineering drawings and associated lists for replacement assemblies and spares in accordance with paragraph C.6.2.3 for GSE CFP developed at Government expense. These drawings and lists may be the Contractors in house drawing package and shall reflect the latest configuration. The Contractor is not required to modify these in house drawings in any manner to meet this requirement. Source control and vendor item drawings are acceptable, provided that the Contractor (or subsidiaries and affiliates) is not the specified source or vendor for the item.

C.20.4 Technology Maturity Assessment (TMA). The Contractor shall deliver an updated Technology Maturity Assessment of the GSE CFP in accordance with CDRL A500. The TMA shall include, as a minimum, the same type of information stated in SOW paragraph C.6.7.

C.20.5 Post DT/LUT Support. The Contractor shall continue to improve the GSE system maturity level through analysis and demonstration based on DT and LUT feedback and CAIV initiatives. The DT/LUT testing support efforts shall be reported as part of the IPRs as called out in paragraph C.19.2.

C.21 REFINEMENT PHASE QUALITY ASSURANCE.

C.21.1 Quality Assurance System. The requirements of Paragraph C.7.1 apply during the refinement phase.

C.21.2 Quality Assurance Testing. The requirements of Paragraph C.7.2 apply during the refinement phase.

C.21.2.1 Test Inspection and Test Records. The requirements of Paragraph C.7.2.1 apply during the refinement phase.

C.21.2.2 GSE System Contractor Verification System Test (VST) Plan / Procedures. The Contractor shall provide a VST Test Plan/Procedures for GSE system that when executed verifies compliance with the GSE System Specification (see Table 4.1 of the GSE System Specification for required Contractor VST tests) and is in accordance with CDRL A600. The final Government approval of the test plan/procedures shall occur prior to commencement of Contractor VST testing.

C.21.2.3 Contractor Verification System Testing (VST). The Contractor shall verify that the GSE systems meets the GSE System Performance Specification (SPS) requirements (i.e. Section 4 of the GSE SPS, column Contractor VST) to provide the Government confidence that the GSE systems are ready for the Government DT and LUT testing. The Contractor VST testing shall be conducted in accordance with the Government approved VST test plan/procedures. Upon successful completion of the Contractor VST, the Contractor shall prepare and submit a Contractor VST test report in accordance with CDRL A650. The Contractor VST report shall address all testing performed, failures encountered and corrective actions implemented.

C.21.2.4 Environmental Stress Screening (ESS). The GSE CFP electronic subsystems / subassemblies shall be subjected to ESS with the objective being to eliminate workmanship/infant mortality failures. ESS shall be conducted on each GSE CFP electronic subsystems/subassemblies prior to the commencement of the associated system level Contractor VST testing. The Contractor shall present the ESS status during the program IPRs as appropriate. ESS records shall be made available to the Government for on-site review at any time. Highly Accelerated Stress Screening (HASS) would be considered as acceptable methodology to precipitate failure modes at GSE CFP subsystem/subassembly levels. The ESS or HASS procedures shall be documented in the Contractor VST test plan / procedures. Results from the HALT shall be used to develop ESS (or HASS) stress levels.

C.21.3 Failure Reporting, Analysis, and Corrective Action System (FRACAS). The Contractor shall establish and maintain a FRACAS program for the GSE. Failure reporting, failure analysis, corrective action analysis/implementation, and required data collection shall be conducted by the Contractor for all failures during the refinement effort. The Contractor shall investigate and analyze each reported failure to the level necessary to identify causes, mechanisms, and potential effects of the failure. Investigation and analysis of Government Furnished Property failures shall be limited to verifying that the Government Furnished Property failure was not the result of the Contractors hardware, software, or procedures. The Contractor shall submit a Failed Item Analysis Report for each failure in accordance with CDRL A660. The Government shall be notified by the Contractor of any failures that occur during system-level testing within 48 hours of occurrence. For all failures that occur, the Government shall make the final determination as to failure classification (relevant/non-relevant or chargeable/non-chargeable). The Contractor shall perform internal audits to ensure that corrective actions are effectively implemented, upon Government approval.

C.21.4 DT/LUT Testing Support. The Contractor shall provide on-site technical support during the Government DT and LUT events to ensure that the GSE systems remain operational and track failure modes. The DT/LUT testing support efforts shall be reported as part of the IPRs as called out in paragraph C.19.2.

C.22 REFINEMENT PHASE GSE SYSTEM QUANTITY. The Contractor shall fabricate, test and deliver sixty (60) refined GSE systems for the Government Developmental Testing and Limited User Testing that are fully contract compliant.

The Contractor provided peculiar support equipment, as defined in the GSE System Interface Control Document Attachment 2 (Table 3-1) shall be provided at the same time as the GSE systems, in the refinement phase quantities stated below:

CFP Peculiar Support Equipment	WBS element	Quantity	Note
Video Display Cable	1.7.5	10	See Note C.22-A
Data Logging Cable	1.7.6	20	See Note C.22-A
PAN to USB Adapter	1.7.7	10	See Note C.22-A
PAN to Ethernet Adapter	1.7.8	10	See Note C.22-A
NATO Soldier Power Cable	1.7.9	5	See Note C.22-B
Hand held Display & Cable	1.7.10.4	10	See Note C.22-B

Note C.22-A: The following GSE system specification requirements are modified during the refinement phase for this/these items as follows: no immersion, FCC-Class B EMI only, no shock, no cold temp, no driving rain, no blast overpressure, no HAEMP.

Note C.22-B: The following GSE system specification requirements are modified during the refinement phase for this/these items as follows: no immersion or HAEMP

C.22.1 OPTION EFFORT - REFINEMENT PHASE. An option exists for an additional quantity of five (5) GSE systems to the Refinement Phase. The Government shall have the unilateral right to exercise the option in accordance with clause 52.217-4001, "Separately Priced Option for Increased Quantity."

C.23 REFINEMENT PHASE RELIABILITY.

C.23.1 Reliability Program Plan. The Contractor shall continue to implement the Reliability program plan established during the prototype phase.

C.23.2 Failure Mode and Effects Analysis (FMEA). The Contractor shall, during the Refinement Phase, incorporate test results after completion of Contractor testing, and Government Testing. Any significant design changes to the system shall be reflected in the final FMEA and an update to the analysis shall be provided to the Government as part of the IPRs.

C.23.3 Reliability Verification and Reliability Growth Management. The Contractor shall continue to demonstrate to the Government the attainment of the contractor furnished property reliability requirement through a structured reliability growth program established during the prototype phase. The Contractor shall demonstrate attainment of the required reliability through a series of reliability growth test and fix phases as documented in the Reliability Program plan. The Contractor shall track the reliability to include the number of failures during each test event as well as the number of corrective actions implemented during each fix period. The FRACAS shall be applicable for this task. As a minimum, the Contractor shall demonstrate to the Government the following:

- Pre-Developmental Reliability Threshold. At the start of the Government Development Reliability Test a minimum GSE system reliability threshold of mean time between failures (MTBF) of at least 117 hours and a GSE contractor furnished property subsystem MTBF of 160 hours.
- POST Limited User Test Reliability Threshold. At the end of the Refinement Phase (end of LUT and LUT excursion tests), a minimum GSE system reliability threshold of MTBF of at least 244 hours and a GSE contractor furnished property subsystem MTBF of 340 hours.

C.24 REFINEMENT PHASE SOFTWARE.

C.24.1 Software Development. The requirements of Paragraph C.10.1 apply during the refinement phase. The Contractor shall refine, as needed, all software drivers and continue to provide technical support to the Government software activities to ensure successfully software integration of the Contractor Furnished Property and Government Furnished Property.

C.24.2 GSE Software Development Support.

C.24.2.1 Technical Support. The Contractor shall provide on-site technical support to assist the Government in the software drop 2 integration and software unit testing of the GSE soldier application with the Contractor provided CFP hardware/device drivers. This support shall be at the Government Software Integration Lab (SIL) location.

C.24.2.2 Open Framed CFP engineering refinement systems. The Contractor shall upgrade the two engineering prototype open framed units to GSE CFP open framed engineering refinement units (and update all supporting equipment & documentation) after the CDR to support GSE Soldier Application software drop 2 software development, software integration and software unit testing efforts. The open framed CFP engineering prototype systems will be returned to the Contractor once the upgraded open framed refinement systems have been verified by the Contractor to be fully functional at the Government SIL location. The open framed CFP engineering refinement systems and associated support equipment shall be maintained by the Contractor and will be returned to the Contractor at the end of the contract. The open framed CFP engineering refinement engineering systems are not part of the paragraph C.22 GSE system deliverables.

C.25 REFINEMENT PHASE INTEROPERABILITY REQUIREMENTS.

C.25.1 Systems Interoperability. The requirements of Paragraph 11.1 apply during the refinement phase.

C.26 REFINEMENT PHASE CONFIGURATION MANAGEMENT.

C.26.1 Configuration Management. The requirements of Paragraph 12.1 apply during the refinement phase.

C.26.2 Configuration Control Boards. The Contractor shall continue to support the Configuration Control Board established in the Prototype Phase with the identified Government PM representative serving as the configuration manager of the functional baseline and allocated baseline (GFP and CFP). The Contractor shall participate on the Government Configuration Control Boards through the GSE Requirements IPT to review proposed changes to the Government controlled baselines. No change to the Government controlled baselines (functional and allocated) shall be implemented until formally approved by the PM and the Contractor has been notified by the Contracting Officer to implement the change.

C.26.3 System Baselines. The Contractor shall implement a configuration management program to manage the GSE CFP elements of the product baseline developed in the Prototyping Phase. The Government shall retain configuration control of the functional and allocated baselines, documented in the GSE System Performance Specification, GSE System software allocation matrix, GSE System Interface Control document, GSE CFP subsystem specification, GSE CFP subsystem interface control document, GSE Soldier Application Software Documentation. The GSE CFP product baseline (in terms of form, fit, function and interface) shall be documented with direct traceability to the allocated baseline. The Contractor traceability tool shall be compatible with Dynamic Object Oriented Requirements System (DOORS) tool.

C.26.4 Configuration Control Changes. The Contractor shall maintain a configuration status accounting system that provides an auditable trail of configuration changes to configuration documents. When proposing a change to the functional and/or allocated configuration documentation, the Contractor shall prepare and submit Configuration Control change requests to the Government and receive Government approval prior to implementing the requested change.

C.27 REFINEMENT PHASE ILS PROVISIONING.

C.27.1 Data Product Development And Submittal. The Contractor shall identify to the Government the most effective method of Logistics Management Information (LMI) development, delivery and strive to eliminate unnecessary intermediate steps or deliverables. The Contractor provided LMI provisioning data product shall be compatible with the Automatic Data Processing (ADP) system of TACOM Life Cycle Management Command, Integrated Logistics Support Center (ILSC), Soldier Support Integration Directorate (PSID) which uses the Army Materiel Command (AMC) developed Commodity Command Standard System (CCSS) applications program to process provisioning data.

C.27.2 Provisioning Parts List. The PPL shall be in a top-down generation breakdown structure consistent with the Maintenance Allocation Chart (MAC) developed by the Contractor during the prototyping phase. The MAC, Repair Parts Special Tools List (RSTL) and PPL organization shall be consistent and of the same sequence. The PPL mirrors the MAC/RPSTL layout and content. The Contractor shall develop and prepare the PPL with all the data elements selected by the Government from Appendix B of MIL-PRF-49506. The Government selected data elements are in Section J, Attachment 17. The PPL shall be provided by the Contractor in accordance with CDRL A730.

C.27.2.1 The PPL shall be a recommended Spares List from the Contractor to the Government for replaceable or repairable assemblies, subassemblies, and repair parts associated with the CFP. The list structured at the end item, component, or assembly level, shall contain the end item, component, or assembly equipment and all support items that can be disassembled, reassembled, or replaced, and which combined, constitute the end item, component, or assembly equipment.

C.27.2.2 The Contractor shall identify on the PPL all interchange part numbers, drawing numbers, and specification numbers for each item listed in the PPL. This data must be supported with Engineering Data for Provisioning (EDFP).

C.27.2.3 Government Acceptance. The PPL shall contain all data fields selected from MIL-PRF-49506, Appendix B, before being accepted by the Government. The PPL report shall pass the Commodity Command Standard System Provisioning Master Record (PMR) edit operation with an error rate of less than (<) 2% before final acceptance by the Government. The PMR edit operation was developed for editing certain data element values against other specific data element values to ensure compatibility.

C.27.2.4 Source, Maintenance and Recoverability (SMR) Codes. All National Stock Number (NSN) items shall be Source coded P. Procured and non-procured items should be coded consistent with Army Regulation 700-82. The Government shall determine the final SMR coding of each provisioned item on the basis of the individual application.

C.27.2.5 Essentiality Code. This code is used to indicate an end items essentiality in relationship to an Army mission or the extent to which failure of the component spare/repair part affect the ability of the end item to perform its intended mission.

C.27.2.6 The essentiality code is significant to the provisioning process in that it impacts the support item requirement determination process when availability computational models are utilized. To determine the EC for support items, the Contactor will evaluate the function of each support item in terms of its essentiality to the operational readiness of the end item or system.

C.27.2.7 PLISN Numbering. The End Item (EI) Model Record shall be numbered AAAA. Subsequent EI Model Records shall be numbered AAAB, AAAC, and so on with individual Use on Codes (UOC) for each model record.

C.27.2.8 PPL with less than (<) one thousand (1000) assemblies, subassemblies or repair parts. PPL items shall start with Provisioning List Item Sequence Number (PLISN) 0010 and each following item incremented by a minimum of 10. e.g., 0010, 0020, 0030 through 9990. Deviation of PLISN numbering shall be addressed to the Government at an IPR.

C.27.2.9 PPL with greater than (>) one thousand (1000) assemblies, subassemblies or repair parts. PPL items shall start with PLISN A010 and each following item incremented by a minimum of 10. e.g., A010, A020, A030 through A990. After A990 continue with B010, B020 through B990 and continuing with all letters of the alphabet (excluding I and O) as the first position character. The sequencing may then continue with numeric characters (0010, 0020, 0030 through 9990) Deviation of PLISN numbering shall be addressed to the Government at an IPR.

C.27.2.10 Approved Item Name. The Contractor shall use an Approved Item Name (AIN) for all entries in the PPL and technical manual processes and procedures involving repair parts. The Contractor shall review the H6 Federal Name Directory and select the most appropriate nomenclature for the item and obtain Government approval prior to using the AIN. Selected AIN will be used in all technical manual maintenance processes and procedural references.

C.27.2.11 Proprietary Names. Trade names, copyrighted names, proprietary names that would require the use of a product or process of one company is not the preferred approach and should be minimized.

C.27.2.12 Prescreening of Part Numbers. The Contractor shall research and prescreen all submitted repair parts (CAGEC and Part Number) and technical characteristics for existing National Stock Numbers (NSN) within the Department of Defense supply system and include this information on the submitted PPL. The Contractor shall keep a record all NSN research efforts and final results. The NSN record shall be available for review if requested by the Government. The Contractor shall update the PPL and RPSTL with the Government approved SMR, CAGEC, Part Number, NSN, and description of the provisioned item as needed.

C.27.2.13 Repair Kits. The Contractor may consolidate repair parts into repair kits for assemblies if the following rules are followed:

a) Seventy percent or more of the non-common hardware parts are applied during most single repair actions.
b) Application of seventy percent or more of the kit will improve reliability of the repaired item.
c) Cost of the kit parts, less common hardware, is thirty percent or less than the item to which applied.

C.27.2.14 Bulk Items. These items will be accounted for in their normal position within the top-down generation breakdown sequence when maintenance practices establish a need for a Manufacture From item. Bulk items are items such as electrical wire, fabric, hose, or gasket material from which the repair item is made. Bulk items shall be listed for all items that are source coded M (Make).

C.27.2.15 Make Items. A minimum of two (2) Make From or Manufacture From PLISN entries are required to list an item as a bulk item. The appearance of an item using a bulk material will list the dimension used at the particular application/location and will have a unique and individual part number identifying it. The PLISN listing the actual bulk item will reflect the actual part number for the bulk material. If a portion of bulk item appears more than once, each appearance will require a PLISN listing of that portion at that location.

C.27.2.16 Bulk items are listed in the PPL by the equipment drawing number of location of where the item is to be installed and identified by a unique CAGEC and Part Number. Additional remarks in the description column identify color, size, length, or shape of these items. The stocked bulk item (bulk material the portions are manufactured from) will appear in the PPL at the end of the PLISN structure by the bulk CAGEC and part number. Bulk items shall be listed in a bulk items list at the end of the PPL in functional group 99. Bulk items list will contain the total dimensional quantity of the each item used on the end item, i.e. -- length, square foot.

C.27.2.17 Items selected to be made from bulk materiel shall also be reviewed to determine if the technical ability and tools to cut, make, assemble, and support the bulk materiel are available at the selected maintenance level. 12.22 Part Numbers and Component Color. If the repair part(s) can be procured in the required color (Green or Tan) from the source of supply, part numbers on the PPL and RPSTL shall distinctly indicate the color of the repair part, assembly, or sub-assembly. e.g., XXXX-1 for Green and XXXX-2 for Tan. This part number must be indicated on the Engineering Data for Provisioning and recognized by the source of supply. Repair parts and assemblies shall have the color of the part described in the remarks card of the PLISN entry of that item in the PPL and in the RPSTL.

C.27.2.18 Common Hardware. The Contractor shall make maximum use of existing Government numbers for all common hardware items. In all cases where they exist, the Contractor shall use Military Specifications (MIL-SPEC), Military Standard (MS), Federal Specifications (FED-SPEC) or other Government standard numbers for items such as, but not limited to, nuts, bolts, washers, wire, rope, screws, lubricants, springs, roll pins, and clevis pins.

C.27.2.19 The Contractor shall make maximum use of existing commercial or industry specifications or commercial or industry descriptions for all common and commercial items that do not have Government numbers or specifications.

C.27.2.20 Common hardware shall have the dimensional characteristics described in the remarks card of the PLISN entry of that item in the PPL and in the RPSTL.

C.27.2.21 Government Rejection of Data Product. A PPL submitted solely with Contractor unique part numbers for common hardware shall be rejected. e.g., nuts, bolts, washers, screws. A PPL submitted with place holder or inaccurate prices will be rejected. A PPL with no CAGEC for any item will be rejected.

C.27.2.22 Long Lead Time Items. The Contractor shall identify any item on the PPL that is a Long Lead Time Item (LLTI). The LLTI, which because of their complexity of design, complicated manufacturing process, or limited production capability cause extended production or procurement cycles in excess of 12 weeks.

C.27.3 Provisioning Technical Documentation (PTD). PTD is the generic term for the various provisioning lists and provisioning data as defined in this SOW for Engineering Data for Provisioning. Supplementary Provisioning Technical Documentation is considered part of Provisioning Technical Documentation. Provisioning Technical Documentation is used by the Government for identification, selection, and determination of initial requirements and cataloging of support items to be procured through the provisioning process. The Provisioning Technical documentation shall be provided by the Contractor in accordance with CDRL A735. The PTD activities shall be included in the IMS.

C.27.3.1 Engineering Data For Provisioning. The Contractor shall develop and prepare Engineering Data for Provisioning (EDFP) which consists of Provisioning Technical Documentation (PTD) and/or Supplemental Provisioning Technical Documentation (SPTD) for all CFP items listed in the Repair Parts Special Tools List/Provisioning Parts List for the end article to ensure sustainment and maintenance support throughout the products life cycle.

C.27.3.2 Engineering Data for Provisioning is data acquired by contract to support the assignment of Source, Maintenance, and Recoverability (SMR) codes to each item on the provisioning parts list/RPSTL. The Engineering Data for Provisioning is also used for assignment of item management codes, prevention of the proliferation of identical items in the Government inventory, maintenance decisions, and item identification necessary in the assignment of a National Stock Number. Engineering Data for Provisioning, Provisioning Technical Documentation, and SPTD, as defined, may be used interchangeably within this SOW.

C.27.3.3 SPTD is technical data used to describe repair parts and/or equipment and consists of data such as specifications, standards, drawings, photographs, sketches, descriptions, quantities, and the necessary assembly and general arrangement drawings, schematic diagrams, wiring and cable diagrams, etc., needed to indicate the physical characteristics, location, and function of the item. SPTD shall be provided for all items listed in the Repair Parts and Special Tools List (RPSTL) without a National Stock Number (NSN). Additionally, all items listed on the PSPL will require Engineering Data for Provisioning, if no NSN exists.

C.27.3.4 SPTD should be provided in the following order of precedence:

a) Government or recognized industry specification or standard
b) Engineering drawing
c) Commercial Item Description (CID)
d) Commercial catalog pages or catalog descriptions
e) Sketches or photographs with descriptions or a bill of material

C.27.3.5 At a minimum, the technical documentation shall provide the following: SPTD shall clearly and completely identify and describe the item and who, Commercial and Government Entity Code (CAGEC), either manufactures the item or from whom the item was purchased, and cost of the item. The Contractor shall provide Original Equipment Manufacturer (OEM) data for all CFP items on the PPL.

C.27.3.6 Items procured from OEM sources and altered or modified shall have a unique and separate drawing that indicates what modification is completed on the provisioned item and a Contractor CAGEC and Contractor unique part number. The Engineering Data for Provisioning shall include the necessary information to identify the item prior to its alteration including the original part number and the name and CAGEC of the source of the original part.

C.27.3.7 Supplier/Distributor part numbers and Engineering Data for Provisioning are not desirable and every effort should be made to furnish OEM data. The Contractor shall supply a minimum of three (3) sources for any CFP item only available from a Supplier/Distributor.

C.27.3.8 Provisioning Technical Documentation shall provide technical identification of CFP items for maintenance of end items to include location within the next higher assembly, e.g., internal location of an electrical component within an engine starter assembly. If the drawing, commercial literature, specification or standard does not identify the location of the part within the end item, then a sketch or illustration must be attached to that specific document. Technical Manual RPSTL art will be sufficient to meet this requirement when provided with the Engineering Data for Provisioning.

C.27.3.9 SPTD shall clearly indicate the physical characteristic(s) and/or specification(s) of the CFP item or assembly. e.g., color, type of paint, dimensions, radius, thickness, dimensions, inlet/outlet dimensions, pressure range, length, width, height, shape, surface treatment, thread size, thread type, type of materiel, wall thickness, amperage, voltage.

C.27.3.10 Government Rejection of Data Product. The Government shall reject any submitted Engineering Data for Provisioning if the technical documentation of the individual Engineering Data for Provisioning is not sufficient to clearly outline the technical specifications and dimensions of the provisioned CFP item. Engineering Data for Provisioning submitted without a CAGEC for any item will be rejected.

C.27.3.11 Marking of Engineering Data for Provisioning. Provisioning technical data shall be clearly annotated with the Provisioning Contract Control Number (PCCN), Provisioning Control Code (PCC), Provisioning Line Item Sequence Number (PLISN), Commercial And Government Entity Code (CAGEC) and manufacturers part number. Technical data and Engineering Data for Provisioning shall match the data/drawing to the PLISN on the Provisioning Parts List (PPL) for all CFP items. On Associated List, the alphanumeric numbering (PLISN) will appear next to the item identification. The Engineering Drawings
and Associated List will be provided in Alpha Numeric numbering (PLISN) sequence to be compatible with the PPL. If commercial literature is provided, the CAGEC and Alphanumeric (PLISN) numbering will be annotated next to the appropriate manufacturers part number with the PCCN. The specification or standard must also have the alpha numeric (PLISN) numbering annotated next to the specific item.

C.27.3.12 Engineering Drawing Tree. The Contractor shall provide a top-down generation breakdown engineering drawing tree of the CFP end item with sufficient detail so that the Government can verify the Next Higher Assembly (NHA) for each item listed on the PPL and associated Engineering Data for Provisioning. The drawing tree shall clearly show what functional group the assembly, subassembly and/or part is a part of and the NHA.

C.27.3.13 Contractor Certification. The Contractor shall conduct a verification of Provisioning Technical Documentation and SPTD against the Government approved end item configuration to assure that each item identified on Provisioning Technical Documentation and SPTD is accurately depicted at the time of submission of Provisioning Technical Documentation and SPTD. This configuration audit shall be a letter included with the Engineering Data for Provisioning submission that states certification of the Provisioning Technical Documentation/SPTD against the end article.

C.27.3.14 Electronic submittals of Provisioning Technical Documentation and/or SPTD shall also contain a Microsoft Office Excel spreadsheet with all MAC functional groups listed with related assemblies, subassemblies, and repair part numbers for that functional group and corresponding PLISN number. The spreadsheet shall be in the same order of the MAC and starting with figure 1 of the RPSTL/PPL. These items shall contain a HYPERLINK that connects or jumps from the RPSTL part number to the Engineering Data for Provisioning document(s) stored on the electronic media. Electronic submittals must contain separate Engineering Data for Provisioning files titled to match the MAC Functional Group Code (FGC). Each MAC Functional Group shall have a corresponding electronic file that contains the individual Provisioning Technical Documentation, and/or SPTD for that group. Electronic submittals must title each individual Provisioning Technical Documentation, and/or SPTD PDF file with the drawing number or part number.

C.28 REFINEMENT PHASE TECHNICAL MANUAL (TM) PREPARATION SUPPORT.

C.28.1 The Contractor shall provide to the Government, GSE CFP subsystem operator and maintenance data and artwork required to adequately document the GSE CFP subsystem operator and maintainer related tasks. The Contractor shall also provide technical and logistics support to the Government GSE technical manual development team to integrate the Contractor operator and maintenance manual information into the Government generated GSE operator and maintainer technical manuals. The Contractor shall provide the technical manual support data in accordance with Section C.28, associated C.28 subparagraphs and CDRL A750.

C.28.2 Photographic Support. In supporting the Governments GSE technical manual development effort, the Contractor shall ensure that personnel in photos, when visible, will be attired in proper U.S. Army work/utility uniform. All personnel, when photographed, will be wearing all safety equipment necessary to perform the procedure being illustrated, and will be photographed complying with all safety requirements as specified in the procedural text.

C.28.3 TM Requirements Matrix Compliance. The Contractor shall use the TM Requirements Matrix (Attachment B) from MIL-STD-40051-2, including change 3, to organize and develop the GSE CFP subsystem technical manual content. All items marked R in the matrix are required to support the equipment and shall be included in the order established in the matrix. All shaded items shall be included as required to support the equipment, and if included, shall be included in the order established in the matrices. All items marked P in the matrix are prohibited and shall not be included in the manual.

C.28.4 Maintenance Allocation Chart (MAC) Development. All maintenance procedures identified in the Government-approved GSE Maintenance Allocation Chart (MAC) (CDRL A070) shall have corresponding maintenance, troubleshooting or Preventive Maintenance Checks and Services (PMCS) procedures within the TM, as applicable as it relates to the CFP subsystems. The MAC introduction and MAC tables shall be updated to conform to format and content requirements as detailed in MIL-STD-40051-2, including change 3. All item names of MAC functional groups shall be official nomenclature in accordance with the RPSTL nomenclature. The MAC shall also be updated to include changed or additional components and their corresponding maintenance functions as applicable.

C.29 REFINEMENT PHASE TRAINING FOR GSE.

C.29.1 Scope. The Contractor shall develop Mission Collective / Individual Task data, Programs of Instruction, and Lessons Plans for the GSE CFP subsystem and provide support to the Government GSE training development team to integrate the Contractor training material

with the overall Government GSE system training package. Upon approval of all the GSE CFP subsystem training material by the Government, the Contractor shall provide the necessary number of copies for conduct of the training courses as well as visual aid devices during presentations, such as diagrams, wall charts, schematics, practical exercise sheets, etc. Sets of the GSE CFP subsystem training materials shall be developed for each training event which include: Government developmental test and Limited User Test.

C.29.2 The instruction shall be a combination of classroom and Practical Exercise (PE) (hands-on) training. PEs shall be conducted using the equipment to teach operation, assembly and disassembly, inspection, testing, troubleshooting, repair, and safety procedures as applicable. This training is required to provide Government personnel with the knowledge, technical qualifications, and reference materials necessary to perform all operations, operator maintenance, and field level maintenance tasks required to successfully accomplish their assigned mission.

C.29.3 Mission, Collective, Individual, and Occupational Training Task Analysis Report. The instruction shall consist of 25% classroom and 75% practical exercise (hands-on). Classes should consist of approximately (estimated) 16 hours of operator and 16 hours of maintenance, with the final length of class to be determined by the Government developed GSE system Mission, Collective, Individual, and Occupational Training Task Analysis Report. The Contractor shall provide the GSE CFP Subsystem Mission, Collective, Individual, and Occupational Training Task Analysis Report in accordance with CDRL A760. The length of each class will be determined by both Government and Contractor.

C.29.4 GSE Program of Instruction (POI) for Operators. The Contractor shall develop and deliver a GSE CFP Subsystem POI for Operators in accordance with CDRL A761. The length of each POI and class hours will be determined by both Government and Contractor representatives during the Training Review Conference (TRC), if a TRC is required, and/or after Government review and acceptance of the Mission, Collective, Individual, and Occupational Training Task Analysis Report.

C.29.5. GSE Program of Instruction (POI) for Maintainers. The Contractor shall develop and deliver a GSE CFP Subsystem Program of Instruction for Maintainers (Field Level) in accordance with CDRL A762. The length of each POI and class hours will be determined by both Government and Contractor representatives during the Training Review Conference (TRC), if a TRC is required, and/or after Government review and acceptance of the Mission, Collective, Individual, and Occupational Training Task Analysis Report.

C.29.6 Lesson Plans for GSE Operators. The Contractor shall develop and deliver technical training course material in the form of Lesson Plans (LP) for GSE Operators, in relation to GSE CFP Subsystem operation, in accordance with CDRL A763. Each lesson plan shall include all information for initial set-up, operation, operator troubleshooting, maintenance, and Preventive Maintenance Checks and Services (PMCS) that can be performed on the GSE CFP subsystem at the operator level.

C.29.7. Lesson Plans for GSE Maintainers. The Contractor shall develop and deliver technical training course material in the form of Lesson Plans (LP) for GSE Maintainers, in relation to GSE CFP Subsystem maintenance, in accordance with CDRL A764. Each lesson plan shall include all information to conduct PMCS, trouble shooting, and maintenance at the Field level on the GSE CFP Subsystem.

C.29.9 Safety. The requirements of Paragraph C.15.3 apply during the refinement phase.

C.30 REFINEMENT PHASE SAFETY.

C.30.1 Safety Engineering. The Contractor shall continue to ensure safety requirements specified during the GSE development effort are met in accordance with paragraph C.16.1.

C.30.2 Hazard Tracking. The hazard tracking system requirements of Paragraph C.16.2 apply during the refinement phase. The Contractor shall continue to update / maintain the hazard tracking system developed in paragraph C.16.2.

C.30.3 Safety Inspection. The safety inspection requirements of paragraph C.16.3 shall apply during the refinement phase.

C.30.4 Safety Assessment Report (SAR). The Contractor shall update the Safety Assessment Report (SAR) for GSE system based on the DT and LUT GSE system configurations in accordance with CDRL A800 and paragraph C.16.4.

*** END OF NARRATIVE C0001 ***

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing:

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

D.2 Marking:

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

D.3 DoDAAC:

The Contractor shall apply for a DoDAAC code with the Contracting Officer prior to Government Furnished Property (GFP) shipment.

*** END OF NARRATIVE D0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT	MAY/2001
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

[ ] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system

[X] ISO 9001:2000 (untailored) or comparable quality system

[ ] IS0 9001:2000 (tailored: delete paragraphs) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

_____

_____

_____

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER - ALTERNATE I	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-4	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION	AUG/2008

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Governments unit acquisition cost is $5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than $5,000:

Contract Line, Subline, or Exhibit Line	Item Number	Item Description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-6 52.242-4022 (TACOM) DELIVERY SCHEDULE SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A		

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	10	154 Days After Contract Award
0001AB	60	349 Days After Contract Award

(d) Accelerated delivery schedule is not acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

F.1 Delivery of Data

F.1.1. Delivery of Data set forth in the Contract shall be in accordance with the Contract Data Requirements List, DD Form 1423.

F.2 Delivery of GSE Prototype Open Frame Systems

F.2.1 The contractor shall deliver two (2) GSE Prototype Open Frame Systems, in accordance with SOW Section C.10.2.2, FOB Destination to the SIL at Eatontown, NJ no later than 63 days after contract award.

F.3 Delivery of GSE Prototype Systems

F.3.1 The contractor shall deliver ten (10) GSE Prototype Systems FOB Destination to Ft. Belvoir, VA no later than 154 days after contract award.

F.4 Delivery of Upgraded GSE Open Frame Systems

F.4.1 The contractor shall deliver two (2) upgraded GSE Open Frame Systems, in accordance with SOW Section C.24.2.2, FOB Destination to the SIL at Eatontown, NJ no later than 235 days after contract award.

F.5 Delivery of GSE Refined Systems

F.5.1 The contractor shall deliver sixty (60) GSE Refined Systems FOB Destination to Ft. Belvoir, VA no later than 349 days after contract award.

F.6 OPTION - Delivery of GSE Refined Systems for USMC

F.6.1 If the Option is exercised, the contractor shall deliver five (5) GSE Refined Systems FOB Destination to USMC MARSCOM, Quantico, VA no later than 349 days after contract award.

F.7 Period of Performance

F.7.1 All effort required under this contract shall be completed within twenty-one (21) months after contract award date.

F.7.2 If the option is exercised, the option effort shall also be completed within twenty-one (21) months after the base contract award date.

*** END OF NARRATIVE F0001 ***

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-2	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003

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

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

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

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island: https://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm
Red River Army Depot: http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm
Anniston Army Depot: http://www.anadprocnet.army.mil/

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

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

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

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

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

H-2	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989

(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-3	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DAMI_DD250@conus.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 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. 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. The DD250 form may be found, in three different formats, on the World Wide Web at http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H.1 Option CLIN

H.1.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, paragraph C.22.1. The Government may exercise this option at any time after contract award but no later than eight (8) months after contract award. If exercised, the option effort will be awarded on a cost-plus-fixed-fee basis for the amount stated in Section B under CLIN 0003. The period of performance of the option effort shall coincide with the period of performance of the Refinement Phase as defined in Section F.6.

H.2 Organizational Conflict of Interest

H.2.1 The Contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier may be excluded from performing under this GSE contract if the Contracting Officer finds an organizational conflict of interest due to bias or unfair competitive advantage. A similar provision is expected to apply to follow-on GSE solicitations and contracts. Exceptions may be granted by modification to the contract for relationships where the Government agrees that either 1) the potential for bias or unfair competitive advantage is essentially non-existent, 2) a means of controlling the relationship to effectively neutralize the potential conflict can be reached, or 3) there is no way to perform the Governments requirements without such potential. This restriction begins on the date of award of this contract or any subcontract or other relationship hereunder and expires on the completion of the contract/subcontract.

H.2.2 The Contractor shall flow down this provision in any subcontracts or other related instruments (of all tiers). The Contractor shall monitor activities of itself and subcontractors and related entities, and promptly disclose any actual or potential OCOI and any actions taken or proposed to negate or mitigate such conflicts.

H.2.3 Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

H.3 Data Rights Escrow Clause

H.3.1 If the Contractor asserts restrictions of rights for technical data and computer software items in accordance with DFARS 252.227-7017, "Identification and Assertion of Use, Release, or Disclosure Restrictions," or DFARS 252.227-7028, "Technical Data or Computer Software Previously Delivered to the Government," the listing may be incorporated as part of the resulting contract document as an Attachment in Section J. The data and software listed in the Attachment may be delivered with restrictions, consistent with the associated restrictive markings. If the Government questions the validity of the restrictive marking of a deliverable, the Government may choose to make a comparison of the baseline items identified in the Attachment to the contract deliverable.

H.3.1.1 If the Contractor asserts restrictions of rights for technical data, as described in H.3.1 above, the Contractor shall then establish an escrow account to set the baseline for restricted technical data and software asserted in the Attachment. All items

identified in the listing of Assertions of Restriction in the Attachment are to be deposited into the escrow account, unless otherwise agreed by the parties and noted in the Attachment. In the event of a need to compare a contract deliverable against the baseline status of the item pre-award, the Government may access the escrowed item. The escrowed material shall be the sole basis of measurement to determine validity that the item was developed other than exclusively at the Government's expense.

H.3.1.2 The inclusion of technical information or software into the escrow deposit does not constitute an agreement by the Government that those items were developed partially or exclusively at private expense. The Government reserves the right to investigate whether the item in escrow was developed with Government funding under a prior Government contract.

H.3.2 Establishment of Escrow Account

H.3.2.1 If the Contractor asserts restrictions of rights for technical data, as described in H.3.1 above, the Contractor shall establish an escrow account with a third party Escrow Agent for the technical data and software asserted in the Attachment. The establishment of the account shall include a three party agreement between the Contractor, the Government, and Escrow Agent and shall be in accordance with the terms specified in this clause. It shall be a term of such three way escrow agreement that any activity in the escrow account can only occur with prior written notice to and written approval by the Contracting Officer / Government Beneficiary. Such written notice and written approval may occur by a properly directed e-mail. The finalized three party agreement shall be included, post award, as Appendix A to the Assertions of Restriction Attachment to the contract.

The Contractor shall have up until thirty (30) days after contract award to establish the escrow account with the third party Escrow Agent.

H.3.3 Escrow Deposit

The Escrow Deposit shall consist of the Initial Deposit and any appropriate Secondary Deposits.

H.3.3.1 Initial Deposit

H.3.3.1.1 The Initial Deposit with the third party Escrow Agent must be made thirty (30) days after contract award, unless otherwise agreed by the Government and the Contractor. Except for conditions identified in subsection (e)(3) of DFARS 252.227-7013 and 252.227-7014 (addressed below), the Initial Deposit, which shall comprise the entirety of the Escrow Deposit, shall be the only documentation to serve as the basis for establishing validity to which the Contractor will be allowed to resort, if and when a need to access the Escrow Deposit arises. (A written explanation from the Contractor, not part of the Initial Deposit, may be allowed at the discretion of the Contracting Officer, but no additional documentation beyond what is in the Escrow Deposit will be allowed.)

H.3.3.1.2 The Escrow Deposit shall be organized such that the contents are clearly labeled and bundled to correspond with the designations given to the Government in the Assertion of Restrictions Attachment listing.

H.3.3.1.3 The Escrow Agent will give notice to the Government confirming receipt, date and contents listing (consistent with the Assertion of Restrictions listing) or each Initial Deposit.

H.3.3.2 Interim Deposit

H.3.3.2.1 In the event that the Escrow Account has not been established (i.e., an Escrow Agreement between Contractor-Government-Escrow Agent has not yet been finalized and signed) by a date thirty (30) days after contract award, the Escrow Deposit shall be made as an Interim Deposit with a designated Government Attorney. Such Interim Deposit shall be received by the designated Government Attorney, at a previously designated address, on or before the thirtieth (30th) day after contract award, or if this date falls on a weekend or holiday, the next business day. The Contractor will notify the Government of the need to use the Interim Deposit procedure one (1) week before the thirtieth (30th) day after contract award and the Government shall provide the designated address of the designated Government Attorney within 72 hours thereafter. As the Interim Deposit will become the Initial Deposit, it is to be organized as described above.

H.3.3.2.2 The Government Attorney will receive the Interim Deposit at the designated Government address. The Interim Deposit will be shipped in a sealed container and will be appropriately marked as the Interim Deposit for the (named) Contractor. The Government Attorney will not open the Interim Deposit, but will safeguard it and maintain it in a sealed condition. Once the Escrow Account has been established, the Government Attorney will ship the Interim Deposit to the Escrow Agent, where it will constitute the entire Initial Deposit. If an Escrow Agent is never established with a third party, the Interim Deposit will constitute the Escrow Account. The Government Attorney will then be designated as the Escrow Agent.

H.3.3.3 Secondary Deposit

H.3.3.3.1 Secondary Deposits will be accepted under the exceptional circumstances defined by subsection (e)(3) of both DFARS clauses 252.227-7013 and -7014. Secondary Deposits will be allowed into Escrow Account / Deposit at the request of the contractor (or sub-contractor), but physical acceptance of the Secondary Deposit into the Escrow Account will not constitute waiver of the Government's right to challenge the proprietary of such additional Assertion of Restrictions and its associated Secondary Deposit, as provided under

applicable DFARS clauses.

H.3.3.3.2 The precise and complete contents of any Secondary Deposit accepted into the Escrow Account / Deposit, as well as the dates of the same, will be maintained by the Escrow Agent. Such contents will not be intermingled with prior Deposits in any way which destroys the ability of all parties to discern the date and contents of each separate Escrow Deposit. The contents of Secondary Deposits are to be adequately organized, as described above for the Initial Deposit. Such content will be identified by a sufficiently detailed itemization, consistent with the additional Assertion of Restrictions listing due per subsection (e) of DFARS 252.227-7013 and 252.227-7014, but will not divulge the technical details of the deposited items.

H.3.3.3.3 The Escrow Agent will give notice to the Government confirming receipt, date and contents listing (consistent with the additional Assertion of Restrictions listing) of each Secondary Deposit.

H.3.4 Access to Escrow Account

H.3.4.1 The Government will limit its access to the contents of the Escrow Account / Deposit only as needed to implement the Government's rights to the resort to the procedures of applicable DFARS clauses.

H.3.4.2 Access by the Government to the Escrow Deposit, or portions thereof, will be made only when a contract deliverable has been made with restrictions and the Contracting Officer finds it is necessary to compare the deliverable against the pre-award condition of that same item. The Government has the unilateral right to decide whether to access the Escrow Deposit to make the desired comparison. The Government will notify the Contractor of its intent to access the account and of the items to be accessed. After notification, and at the Contracting Officer's discretion, the Contractor may be allowed to provide explanation for the restriction being asserted per DFARS 252.227-7019 and 252.227-7037. The written explanation shall reference the documentation of the escrowed item, but shall not offer any additional documentation. Only the documentation provided in the Escrow Deposit will be entertained as the basis for evidencing development of that item prior to contract award other than exclusively at Government expense, though written explanation may explain that documentation. Thereafter, the remaining procedures of DFARS 252.227-7019 and 252.227-7037 shall apply.

H.3.4.3 If access to the Escrow Deposit is required, only those portions of the Deposit relevant to the specific items at issue will be accessed and access to other items not at issue will not be made. It shall be the responsibility of the Escrow Agent to make a copy, and certify accuracy of same, of the items the Government requests to make the comparison. The Escrow Agent will then deliver to the Government the certified copy of the requested items. The Escrow Agent will provide the Contractor a list of items provided to the Government.

H.3.4.4 The material copied by the Escrow Agent from the Escrow Deposit will be destroyed by the Government when the Government completes its need to be in possession of the escrow item to accomplish the necessary analysis and comparison of the escrow item to the contract deliverable.

H.3.5 Term & Termination

H.3.5.1 The Escrow Account shall be maintained until the end of all relevant challenge period(s), per all applicable DFARS clauses, and through any ongoing litigation. After the end of all the challenge period(s) and any associated litigation, the three-way escrow agreement, and the Escrow Account, shall be terminated per agreement between the Contractor and Government. The Escrow Agent shall terminate the account after written notification of termination from both parties, each party copying the other with such written notification. Any material remaining in the Escrow Account, per the directions of the Contractor, will be returned by the Escrow Agent (at Contractor's expense) or destroyed by the Escrow Agent.

*** END OF NARRATIVE H0001 ***

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	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	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, 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	SEP/2007
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC/2008
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP/2007
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/1999
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-20	52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.216-8	FIXED FEE	MAR/1997
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-26	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) -- ALTERNATE II (OCT 2001)	OCT/2001
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2008
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-33	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG/2007
I-37	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-41	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-43	52.227-3	PATENT INDEMNITY	APR/1984
I-44	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.230-2	COST ACCOUNTING STANDARDS	OCT/2008
I-47	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
I-48	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-49	52.232-17	INTEREST	OCT/2008
I-50	52.232-22	LIMITATION OF FUNDS	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-52	52.232-25	PROMPT PAYMENT	OCT/2008
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	JUN/1985
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004

Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
I-57	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-58	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-59	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-60	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-61	52.242-13	BANKRUPTCY	JUL/1995
I-62	52.243-2	CHANGES - COST REIMBURSEMENT - ALTERNATE II	APR/1984
I-63	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-64	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2008
I-65	52.245-9	USE AND CHARGES	JUN/2007
I-66	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-67	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-68	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-69	52.248-1	VALUE ENGINEERING	FEB/2000
I-70	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-71	52.249-14	EXCUSABLE DELAYS	APR/1984
I-72	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-73	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-75	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-76	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-79	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-80	252.204-7008	REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS	JUL/2008
I-81	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-82	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-83	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
I-84	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-85	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-86	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-87	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-88	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-89	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-90	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	MAY/2007
I-91	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-92	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAR/2008
I-93	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-94	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-95	252.225-7021	TRADE AGREEMENTS	NOV/2008
I-96	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-97	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-98	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-99	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-100	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-101	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-102	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-103	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-104	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-105	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-106	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-107	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-108	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-109	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-110	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-111	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-112	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998

	Regulatory Cite	Title	Date
I-113	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JAN/2007
I-114	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-115	252.246-7001	WARRANTY OF DATA	DEC/1991
I-116	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-117	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-118	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/2006
I-119	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any

contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-120 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed AMOUNT TO BE NEGOTIATED or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-121 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR DEC/2007

(a) As used in this clause

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that is benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(b) Contractors rights.

(1) Ownership. The Contractor may retain the ownership of each subject invention throughout the world in accordance with the provision of this clause.

(2) License.

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractors license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractors business to which the invention pertains.

(ii) The Contractors license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)2() and 27.(304(f).

(c) Contractors obligations.

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be

shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights

(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest.

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention.

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in

proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractors licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications.

(k) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of Clause)

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract,

whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-123 52.244-2 SUBCONTRACTS JUN/2007

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: To Be Negotiated

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-

I-124 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT FEB/2006

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to

freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to

United States Army Contracting CommandTACOM Contracting Center
6501 E. Eleven Mile Road
Warren, MI 48397-5000
ATTN: Harmony HunsangerAMSCC-TAC-ASGB, Mail Stop 322

(End of Clause)

I-125	252.232-7007	LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) -- ALTERNATE I (MAY 2006)	MAY/2006

(a) Contract line item 0001 is incrementally funded. The sum of $ TBD* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $ TBD*

FY10 $ TBD*

(End of clause)

* To be inserted after negotiation.

I-126 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the U.S. Army TACOM Contracting Center under Contract No. TBD.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the U.S. Army TACOM Contracting Center.

(End of clause)

I-127 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES DEC/1991

(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: TBD

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from TBD. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with TBD.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

I-128 52.217-4001 (TACOM) SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the cost plus fixed fee stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 270 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-129 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-130 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUN/2007

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/ .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-131 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the

form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-132 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 (If none, insert None)	Identification No.

(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-133 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-134 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

I-135 52.245-1 GOVERNMENT PROPERTY (DEVIATION) DARS TRACKING # 2007-O0012 JUN/2007

(a) Definitions. As used in this clause

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other

discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Mononuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if

Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of clause)

I-136 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

(End of Clause)

I-137 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 (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-138 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-139 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION 2008-O0002) JAN/2008

(a) Definitions. As used in this clause

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium."

(2) Specialty metal means

(i) Steel

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

(End of clause)

I-140 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (TACOM) MAR/2005

(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 website: http://contracting.tacom.army.mil/ebidnotice.htm

(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]

I-141 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor protege/, http://sellingtoarmy.info/, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

The following provisions are also incorporated by reference:

I-140	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-141	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995

*** END OF NARRATIVE I0001 ***

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	16-DEC-2008		
Attachment 0001	GSE SYSTEM PERFORMANCE SPECIFICATION (SPS)	16-DEC-2008		
Attachment 0002	GSE SYSTEM INTERFACE CONTROL DOCUMENT (ICD)	16-DEC-2008		
Attachment 0003	LIST OF GOVERNMENT FURNISHED PROPERTY	16-DEC-2008		
Attachment 0004	RESERVED			
Attachment 0005	RESERVED			
Attachment 0006	GOVERNMENT INTEGRATED PRODUCT TEAM STRUCTURE	12-DEC-2008		
Attachment 0007	GOVERNMENT WORK BREAKDOWN STRUCTURE (WBS)	15-DEC-2008		
Attachment 0008	RESERVED			
Attachment 0009	RESERVED			
Attachment 0010	GSE RELIABILITY GROWTH PLANNING CURVE	16-DEC-2008		
Attachment 0011	DD254	15-DEC-2008		
Attachment 0012	SECURITY CLASSIFICATION GUIDE	17-AUG-2007		
Attachment 0013	GSE INFORMATION ASSURANCE STANCE WORKSHEET	15-DEC-2008		
Attachment 0014	GOVERNMENT OVERARCHING CONTRACT SCHEDULE	15-DEC-2008		
Attachment 0015	COST AND SOFTWARE DATA REPORTING PLAN	15-DEC-2008		
Attachment 0016	PAST PERFORMANCE QUESTIONNAIRRE	22-DEC-2008		
Attachment 0017	GSE PPL DATA ITEMS (MIL-PRF-49506 APPENDIX B)	15-DEC-2008		
Attachment 0018	GSE HARDWARE ALLOCATION & ASSESSMENT MATRIX	16-DEC-2008		
Attachment 0019	GSE SYSTEM SOFTWARE ALLOCATION MATRIX	16-DEC-2008		
Attachment 0020	GSE POWER MISSION PROFILE	16-DEC-2008		
Attachment 0021	GSE DD254 ITEM 13 SECURITY GUIDANCE CONTINUATION	12-DEC-2008		
Attachment 0022	SAFEGUARDING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION	12-DEC-2008		

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION	JUN/2008
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-3	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2005
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 334119.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-7	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 90 calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

(End of Provision)

K-8 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____
_____
_____
_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-10 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(End of provision)

K-11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2008

Note: This notice does not apply to small businesses or foreign governments.
This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes
[ ] no

(End of provision)

K-12 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-13 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as _____.

(End of Provision)

K-14 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) JAN/2008

Substitute the following paragraph (c) for paragraph (c) of the provision at FAR 52.204-8.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at https://orca.bpn.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

K-15 52.204-4007 (TACOM) OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001

(a) If you have a data fax number, please provide it below.

_____

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

_____

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: http://www.ccr.gov/

_____

[End of Provision]

K-16 52.215-4010 (TACOM) AUTHORIZED NEGOTIATORS JUN/2008

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____

[End of Provision]

K-17 52.223-4002 (TACOM) USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: http://www.epa.gov/ozone/science/ods/index.html.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-18 52.225-4003 (TACOM) IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF $1 MILLION MAR/1990

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [ ] I AM a U.K. firm contracting in excess of $1 million and the estimated total of levies contained in the offered price is: $_____.

(ii) [ ] I expect to award one or more subcontract(s) totaling over $1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

Name	Address	Est. Value Of Subcontract	Est. Total of Levies Incl. In Price
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor,and (ii) will not execute any subcontracts valued over $1 million with U.K. subcontractors.

[End of Provision]

K-19 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY JAN/1991

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there [ ] is
[ ] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[ ] will
[ ] will not
[ ] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: $_____ $_____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

(1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and

(2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITVE - ALTERNATE I	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER	DEC/2006
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-8 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of Provision)

L-9 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: AMSCC-TAC (TACOM Contracting Center Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Road, Warren, MI 48397-5000).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-10 252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS MAY/2006

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

The U.S. Army TACOM Contracting Center
Written requests shall be submitted via e-mail to the Contract Specialist at DAMI_GSE@conus.army.mil

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-11 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART AUG/1998

101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East LEnfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-12 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) JAN/2006

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (http://assist.daps.dla.mil/)

(2) Quick Search (http://assist.daps.dla.mil/quicksearch/)

(3) ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

(1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

L-14 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-15	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material,including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-16	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

L-17	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	NOV/2008

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

US Army TACOM-LCMC
Contracting Center
Offer Receipt Office, Building 231, Room 1300, AMSCC-TAC-HMG
6501 East 11 Mile Road
Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

L-18 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-19 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT NOV/2002

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):
Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):
Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).
--Return Non-picture badges upon its expiration date.
--Return Picture badges within (3) three business days of any of the following:
The access-expiration date specified on the STA Form 15
If the contract is terminated, the date of termination;
If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECEIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WH EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);
Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);
Attorney work product;
Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and
Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)
PRINTED NAME: _____
TITLE: _____
EMPLOYER: _____

[End of clause]

L-20 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to

less than five percent of the bid or proposal's total subcontracting dollars.

(End of Clause)

L-21 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,

2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).
(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

a. terminate the contract;
b. re-compete the requirement;
c. issue a new solicitation;
d. refrain from exercising options under the contract;
e. award a contract consistent with statute and regulation;
f. pay appropriate costs as stated in FAR 33.102(b)(2); and
g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Clause]

L-22	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. The proposal, subject to the Submission, Modification, Revision and Withdrawal, paragraph of Instructions to Offerors - Competitive Acquisitions (52.215-1, ALT I) contained in Section L of the RFP, shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the RFP sets forth the evaluation criteria and delineates the Factors and Subfactors to be evaluated and their relative order of importance. The Offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP.

L.1.1. The Offeror's proposal shall be submitted in five (5) separate volumes as set forth below. Some parts of the proposal contain page recommendations as set forth in the balance of Section L below. Where page recommendations are specified, they are based upon standard 8.5" x 11" paper with a minimum font size of 10 pt. (except the captions of graphics may be a minimum font size of 8 pt.) and with a minimum of .5" margins. A Proposal Executive Summary or transmittal letter describing your understanding of the required effort is recommended. It will not be considered as part of the responses called for in the five proposal volumes required below, unless specifically referenced therein. If a Proposal Executive Summary or transmittal letter is submitted, it must be submitted as a separate volume from the five volumes set forth below and it is recommended to be no more than five (5) pages.

a. Technical Volume. Submit two (2) CD-ROMs and eight (8) identical sets of paper copies. The content of the Technical Volume submitted via CD-ROM and paper copies must be identical.

b. Program Management Volume. Submit two (2) CD-ROMs and six (6) identical sets of paper copies. The content of the Program Management Volume submitted via CD-ROM and paper copies must be identical.

c. Past Performance/Small Business Participation Volume. Submit two (2) CD-ROMs and three (3) identical sets of paper copies. The content of the Past Performance / Small Business Participation Volume submitted via CD-ROM and paper copies must be identical. The Offeror shall request that the COR, PCO or commercial contractor representative complete the Past Performance Questionnaire (as described further in Section L) and forward it to the contract specialist via email to harmony.hunsanger@us.army.mil no later than five (5) days before the due date of this RFP.

d. Cost Volume. Submit two (2) CD-ROMs and three (3) identical sets of paper copies. The content of the Cost Volume submitted via CD-ROM and paper copies must be identical.

e. Proposal Terms and Conditions Volume. Submit two (2) CD-ROMs and three (3) identical sets paper copies. The content of the Proposal Terms and Conditions Volume submitted via CD-ROM and paper copies must be identical.

L.1.2. Each volume listed above shall be submitted on a separate set of CD-ROMs to facilitate Government review. Each CD-ROM shall be labeled so that it is easily identifiable for evaluation purposes (example Technical Volume, Set 1 of 5, CD 1 of X). Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. The table of contents shall be organized by subfactor and consideration as set forth in Section L. Include the list of all attachments and substantiating data in the table of contents under the specific subfactor or consideration that it supports. The table of contents shall include the following information for each subfactor, consideration, attachment and/or substantiated data listed:

Cross-reference to related section L paragraph number
Page number
CD-ROM Volume and number
File Name

L.1.3. Submission Due Date. The Offerors proposal shall be received at the address set forth below no later than 2:00 PM EDT on the 02/09/2009. Offeror must ensure its offer, in its entirety, reaches the US Army TACOM LCMC (TACOM-LCMC), TACOM Contract Center (AMSCC-TAC), Warren, Michigan before the date and time set for closing of the RFP.
Do not submit any classified data in any of the volumes as stated above. No classified data is required to be submitted as part of this proposal.

L.1.4. After compiling all required information, submit the information to the address below. All offers delivered in response to this RFP, hand-carried or submitted via U.S. mail, shall be addressed as follows:

U.S. Army TACOM-LCMC
Contracting Center
Office Receipt Office,
Building 231, Room 1300, AMSCC-TAC-HMG
6501 East 11 Mile Road
Warren, MI 48397-0001

RFP Number: W56HZV-09-R-0020

(2:00 PM EDT. 02/09/2009)

TO BE DELIVERED UNOPENED

(Offerors Name)

L.1.5. Method of Submission. Offers may either be hand-carried or submitted via US mail. Electronic mail or facsimile of proposals and modifications are not authorized. Hand-carried submissions* (includes offers delivered by commercial carriers, i.e. FedEx or services other than US Postal Service): Hand-carried offers must be delivered to the Detroit Arsenal (DTA) Mail Handling Facility (Building 255) between the hours of 8:00 AM and 1:00 PM EDT. The package(s) will be dated and time stamped at the Mail Handling Facility and the Government will be responsible for forwarding the package(s) to the Bid Lobby. Offerors should ensure that any commercial carrier they may use has a tracking system that can provide documentation that will prove the date and time of delivery to the Government. If the offer is hand-carried by other than a commercial carrier, the delivery person (even if an employee of the Offeror) must be a US citizen, and must obtain a signed receipt, showing date and time of delivery, from Mail Handling Facility personnel.

* Directions to Detroit Arsenal (DTA): From Van Dyke Avenue, travel west on East 11 Mile Road approximately \'bd mile to railroad track. Immediately after crossing railroad track turn right into Detroit Arsenal (DTA) main gate and follow security officers directions to the Mail Handling Facility (Building 255). It may be necessary for the delivery person to obtain a visitors badge prior to being allowed to enter the installation. If so, the security officer will advise the delivery person of the procedure to follow.

Exterior envelopes must identify the RFP number and date specified for receipt of offers.

Offerors are cautioned that approval to enter the base must be obtained prior to the closing date for receipt of proposals. Follow the procedures outlined in the paragraph above for entry. Due to security procedures, delays are probable at the entry point and Offerors must plan to accommodate them. Late receipt of proposals due to base entry delays might not be deemed excusable; the Contracting Officer might declare the proposal late and remove it from consideration.

L.1.6. For the following proposal submission documents, specific features, characteristics, or the entire documents themselves may be incorporated into the contract at time of award:

- CFP Subsystem Performance Specification (the Government intends to incorporate this document in its entirety at award)
- Reliability Program Plan (RPP)
- Integrated Master Schedule (IMS)
- Integrated Master Plan (IMP)
- IA Stance Worksheet

L.2. All or None. Offers in response to this RFP must be submitted for all the requirements identified in the RFP. Offers submitted for less than all the requirements called for by this RFP will not be considered for award.

L.3. Alternate Proposals. Offerors may submit multiple alternate proposals with differing approaches to meeting the requirements. The Government will separately evaluate each alternate proposal received. Therefore, each alternate offer submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the RFP. Alternate offers must be clearly identified and submitted entirely separate with their own proposal set of CDROMs. All proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any proposed deviations from the terms and conditions of the RFP, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined and may be cause for rejection of the proposal. An Offeror will only be eligible to receive one (1) award regardless of the number of proposals it submits. It is the Governments intent to award up to three (3) contracts to three (3) separate Offerors competing independently that do not share a common parent, do not have a parent/subsidiary relationship with the other awardee(s), and are not affiliates (as defined in FAR 19.101) of the other awardee(s).

L.4. Technical Factor Volume. The Technical Factor Volume includes the Subfactors of (1) System Engineering and (2) Hardware.

L.4.1. System Engineering Subfactor.

L.4.1.1. The Offeror shall describe its technical approach it proposes to employ to perform in accordance with SOW C.6.1, C.6.3, C.6.3.1, C.6.5.1, and C.6.12.

L.4.1.2. The Offeror shall submit Section 3 (Performance Requirements) of the GSE Contractor Furnished Property (CFP) Subsystem Performance Specification (defined in SOW C.6.2) as a stand alone document within the Technical Volume. The Offeror shall include a detailed traceability matrix from the GSE System Performance Specification (Section J, Attachment 0001), System Interface Control Document (ICD) (Section J, Attachment 0002), and GSE System Software Allocation Matrix (Section J, Attachment 0019, Worksheet B) to the GSE CFP Subsystem Performance Specification.

L.4.1.3. The Offeror shall describe its proposed Information Assurance (IA) architecture in performing the requirements of SOW C.6.4 and GSE System Performance Specification paragraph 3.2.4.1 (and its subparagraphs), to develop an Information Assurance (IA) compliant

system. It is recommended that the proposed IA architecture be submitted in no more than five (5) pages.

L.4.1.3.1 The Offeror shall complete the GSE Information Assurance (IA) Stance Worksheet.xls (Section J, Attachment 0013) following the instruction provided in the Instructions tab. Please note that the Responsible Entity column shall indicate the operational entity (e.g. hardware, software, personnel or procedure) that satisfies the controls intent versus the development organization which will implement the control. This document shall be submitted as a stand alone Microsoft Excel document within the Technical Volume.

L.4.1.4. Reliability Program Plan (RPP). The Offeror shall submit a RPP, as a stand alone document within the Technical Volume that contains the following information:

a. A description of the Offerors understanding and approach to perform the reliability requirements as specified in the GSE SOW C.9. The Offeror shall describe their reliability program management process to include personnel resources, organizations role, qualifications, supplier/vendor monitoring and controlling processes.

b. A description of the Offerors process for designing in reliability and a progressive assurance plan that shows how the requirements will be demonstrated. The progressive assurance plan shall include, at a minimum, a list of reliability engineering, design, accounting and verification tasks. The plan shall describe the interaction between the reliability and system engineering activities to include the allocations of the reliability requirements and parts selection.

c. A description of how the Offeror plans to demonstrate through a reliability growth program that the Contractor Furnished Property, when integrated with the Government Furnished Property will achieve the GSE system level reliability requirements. The proposed reliability growth program shall be in-line with the Government defined idealized GSE Reliability Growth Planning Curve (Section J, Attachment 0010) and shall include a series of Test and Fix phases. The Offeror shall describe how their CFP reliability growth will be tracked and their planned strategy to address corrective actions during each test and fix phase.

L.4.1.4.1. The RPP shall be submitted as separate stand alone document within the Technical Volume, and it is recommended that it should be submitted in no more than fifteen (15) pages.

L.4.2. Hardware Subfactor. The Offeror shall complete and submit the following:

a. The GSE Hardware Allocation and Assessment Matrix (Section J, Attachment 0018). The Offeror shall provide supporting rationale to substantiate the realism of each of the data items input into the Hardware Allocation and Assessment Matrix.

b. The projected GSE system power consumption over a 24 hour mission duration using the GSE Power Mission Profile (Section J, Attachment 0020).

c. The projected remaining available power [using two LI-145 batteries (145 W/hr each) as the GSE power source] at the end of the 24 hour mission.

d. Provide the current Technical Readiness Level (TRL), reference the Department of Defense, Technology Readiness Assessment (TRA) Deskbook, May 2005, Prepared by the Deputy Under Secretary of Defense for Science and Technology (DUSD(S&T)), for each CFP item listed in the Hardware Allocation and Assessment Matrix. Provide rationale supporting the realism of the current TRL for each CFP item and describe how the Offeror proposes to ensure that the CFP items when integrated with GFP items will pass the testing requirements identified in Table 4-1 (Performance Requirements Verification Cross-Reference) of the GSE System Performance Specification by the end of the contract.

L.5. Program Management Factor Volume.

L.5.1 The Offeror shall describe its program management approach (recommended page count is 35 pages) in the following manner:

L.5.1.1. General Approach: The managerial approach to performing the contract requirements. The Offeror shall describe its approach to managing/supporting the integration of the software and hardware aspects of the program. The Offeror shall include the organizational structure and demonstrate how it interacts with the Government. The Offeror shall clearly define the relationship between the program and the overall corporate structure, the reporting responsibilities, lines of authority, the role of upper and functional (matrix) management, the role of subcontractors, decision making authority, and the communication processes.

L.5.1.2. Personnel: The details of the project work force including special skill requirements, necessary training and staffing plan.

L.5.1.3. Risk Management: Describe how risk areas will be tracked and managed during the program.

L.5.1.4. Change Management Process: Approach to control / manage change from established baselines.

L.5.1.5. Information Assurance (IA): The Offeror shall submit the following:

L.5.1.5.1. Clearly state its approach to structure and execute an IA program to support the IA requirements of the contract.

L.5.1.5.2. Outline the Offerors concept of operations, to include skills and capabilities to perform the IA requirements of the contract and which team member will provide the IA capabilities.

L.5.1.5.3. Demonstrate capability and experience in the area of (1) understanding the IA requirements, (2) demonstrating their companys capacity for meeting GSE related IA requirements outlined in the System Performance Specification (Section J, Attachment 0001), and (3) demonstrating a clear feasibility of approach.

L.5.1.5.4. Include an organizational chart depicting the IA effort and personnel relationship to the total effort to include communication, subcontracting, or outsourcing plans, if applicable.

L.5.1.5.5. Demonstrate understanding and experience in IA control design and address compliance with the DoD IA Certification and Accreditation process (DIACAP).

L.5.1.6. Resource Loading: The IMP shall also include Resource Loading by Calendar Year quarters, of the direct labor, material, subcontracts (with material and labor within the subcontracts identified) and any other allowable proposed labor and material to be incurred during the performance of tasks within that quarter. The Resource Loading may be provided a) as part of the schedule submission using Microsoft Project 2003; or b) separate from the scheduling software provided that the separate submission is in one of the other electronic formats approved by the Contracting Officer and is directly trackable to the schedule; or c) as part of or along with the cost proposal and referenced back to the schedule provided that it is directly trackable to the schedule. The Resource Loading shall track directly with the Cost Factor proposal and, for labor, shall include the labor categories direct cost labor activity (prime and team members / subcontractors).

L.5.2. Integrated Master Plan (IMP). The Offeror shall submit an Integrated Master Plan (IMP) that clearly defines the Offerors management plan for the contract. For guidance in development of the IMP, the Offeror shall use the Department of Defense, Integrated Master Plan and Integrated Master Schedule Preparation and Use Guide, Version 0.9, dated 21 October 05. The Offeror shall tailor that guidance as required for their particular approach. The IMP shall be event-based, containing the events, significant accomplishments, and accomplishment criteria needed to successfully complete the program. The following major program events shall be the minimum provided in the IMP: Preliminary Design review, Critical Design review, Contractor system fabrication, acceptance testing, and support to Government software effort and Government system testing. Other events may be included as necessary at the discretion of the Offeror. This IMP document shall be provided as separate stand alone document within the Program Management Volume and it is recommended that the IMP be submitted in no more than thirty (30) pages.

L.5.3. Integrated Master Schedule (IMS): The Offeror shall submit an IMS in Microsoft Project 2003 format, in support of the Integrated Master Plan that incorporates the IMP events, accomplishments, and criteria. It shall include the detailed tasks necessary to support the IMP criteria along with each tasks duration and its relationship with other tasks. The IMS shall clearly show predecessor and successor linkages and be aligned with the Government Overarching Contract Schedule (Section J, Attachment 0014). The IMS shall be documented in terms of days following contract award. This IMS document shall be provided as a separate stand alone document within the Program Management Volume, and should give sufficient detail to facilitiate Government assessment of schedule realism

L.6. Past Performance/Small Business Participation Volume

L.6.1. Past Performance Subfactor.

L.6.1.1. For the past performance subfactor, the Government requests that you submit information set forth below for a quantity of up to four (4) recent and relevant contracts for (i) you, and (ii) each of your proposed Significant Subcontractor(s) (as defined at L.6.1.3). These may include foreign, federal, state, local and private industry contracts. Recent includes performance of contracts occurring within approximately three (3) years of the date of issuance of this RFP. Relevant prior performance includes the following scope of work activities:

a. Development, integration, or production contracts for equipment similar in complexity and technology to the GSE development effort to include such things as, but not limited to, displays (helmet, head, visor), mobile computer, hardened portable electronics systems, man-portable communication systems and portable navigation systems;

b. System Integration development activity involving electronic components and the balancing of electronic component system size, weight and power requirements, on a human platform;

c. System Integration development activity in a classified system environment at a Secret level;

d. System Integration development activity to achieve electronics / computer / communications system reliability requirements on a human platform;

e. System Integration development and production efforts that leveraged military / commercial soldier technology;

f. Capabilities in system engineering and hardware/software development processes, practices, and configuration management;

g. Transitioning developmental programs into full rate production; and

h. System Integration development activity in the area of developing and accrediting systems comparable to the GSE. Government is specifically interested in DoD Information Assurance Certification and Accreditation Process (DIACAP) experience but DoD Information Technology Security Certification and Accreditation Process (DITSCAP) experience may be substituted if necessary. The Government is also specifically interested in successful DIACAP/DITSCAP efforts for systems comparable to the GSE.

L.6.1.2. The Offeror shall provide at least three (3) contract/subcontract references relevant to the Offerors past performance. The Government may contact the references provided. For you and each of your Significant Subcontractors recent and relevant contracts, provide the following information:

a. Contract number (and delivery order number if applicable);
b. Contract Type;
c. Dates for Period of Performance, including original delivery schedule and projected/final delivery schedule;
d. Total Value of the Contract (beginning & ending value);
e. Name/Address of customer to include:
(i) Government or commercial contracting activity address, telephone number and e-mail.
(ii) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail;
(iii) Government (DCMA) or commercial Administrative Contracting Officer (ACO), Contracting Officers Representative (COR), performance certifier, and/or Quality Assurance Representative (QAR), name, telephone number and email;
f. Contract Relevance. Brief discussion of the similarities between the cited contract scope and the relevance standards identified above in L.6.1.1(a-h) particularly in the area of technical and functional relevance of the contract to the technical and IA requirements of the RFP;
g. A detailed description of scope of work requirements on contracts where possible;
h. Mission Assurance Category (MAC) and Confidentiality Level of System;
i. Accreditation Type (DIACAP, DITSCAP or other);
j. Any significant subcontracting or teaming agreements;
k. For each of the contracts listed, provide a self-assessment of contract performance. Your self-assessment must address the technical quality of the effort provided, timeliness of performance, timeliness of deliveries, and conformance with estimated costs. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures to avoid such problems in the future.

L.6.1.3. Significant Subcontractors are defined as team members, partners or first or second tier subcontractors performing more than $1M or 10% of the total value of the Offeror's proposal, whichever is less.

a. With respect to the prime, submit the L.6.1.2 specified information on up to four (4) recent and relevant contracts that you propose to perform in house.

b. With respect to each Significant Subcontractor, submit the L.6.1.2 specified information on up to four (4) recent and relevant contracts performed by the subcontractor that you propose for performance by that subcontractor.

L.6.1.4. The above instructions are provided to advise Offerors as to the information required by the Government to assess the Offerors and Significant Subcontractors recent and relevant past performance. Since this information constitutes a basis of the Government's review, it is imperative that the Offeror present its past performance in a clear and complete manner.

L.6.1.5. It is recommended that Offerors submit information for the Past Performance subfactor to the Contract Specialist, Ms. Harmony Hunsanger at harmony.hunsanger@us.army.mil no later than five (5) days prior to the date for submission of proposals. The specific input required for this subfactor is as follows:

L.6.1.6. For each contract identified under L.6.1.2 above, issue a past performance questionnaire in accordance with the instructions below. Early submission of past performance information is desired.

L.6.1.7. Past Performance Questionnaire. A past performance questionnaire is provided in Section J, Attachment 16. For each of the contracts described above, the Offeror shall send a copy of the past performance questionnaire directly to the foreign, federal, state or local Government agency; private industry contracts; and Significant Subcontractors which had past performance working with them on recent and relevant requirements. Immediately upon receipt of the RFP and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at harmony.hunsanger@us.army.mil no later than five days before the RFP closing date (See Block #9 of the SF33 cover page to this RFP). In addition, the Offeror is requested to prepare and submit to the Contract Specialist, within twenty (20) days of the Government's posting of the final RFP, a past performance matrix of the references to whom the Offeror sent the past performance questionnaires. The matrix must be sent to the Contract Specialist via email and shall contain the following information prepared in the following format:

1. Contract No./Delivery Order;
2. Contract/Delivery Order Type;
3. Program Title, including brief (200 words or less) description of work performed and an explanation of relevancy to this requirement;
4. Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor;
5. Contract dollar value at time of award, present time or completion time as appropriate;
6. Percentage of effort performed as a prime or subcontractor;
7. Period of Performance for the effort;
8. Original contract delivery schedule;
9. Final or projected delivery schedule;
10. Total number of man-hours worked as a prime or subcontractor;
11. Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR);
12. Date Questionnaire sent to the Contractor or Government Program Manager/COR.

L.6.1.8. Corporate Entities. If any contract, listed as part of the Past Performance subfactor submission, was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate which entity will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort. The Offeror shall also provide the above requested information for any proposed significant subcontractor. Offerors must describe in detail the work each subcontractor will perform.

L.6.1.9. Predecessor Companies. If you, or your subcontractor(s), only have relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of past performance. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

L.6.1.10. Contacting References. Offerors are advised that the Government may contact any of the references that the Offeror provides, may contact other third parties for performance information, and the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance with the Offeror.

L.6.1.11. Complete Information. The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the Offeror. We may assign a "higher risk" rating to your proposal, or reject your proposal, if we do not receive the information requested.

L.6.2. Small Business Participation Subfactor

This provision applies to every Offeror (U.S. large and small business and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

L.6.2.1. All Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns would be utilized as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined 1) in FAR 19.001 and 2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

L.6.2.2. If the prime Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the Offeror's own participation, as a SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent that the prime Offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.6.2.3. The required information shall be identified in a table format substantially in accordance with the following example:

BASE YEAR	BUSINESS CATEGORY	DOLLAR AMOUNT (ALL SUB-Ks)*	PERCENTAGE OF SB PARTICIPATION	TOTAL SUBCONTRACTING
	(LB + SB)	$43M	100%	
	SB	$10M	23.3%	($10M of $43M)
	SDB	$2.15M	5.0%	($2.15M of $43M)
	WOSB	$2.36M	5.5%	($2.36M of $43M)
	VOSB	$0.3M	0.7%	($0.3M of $43M)
	SDVOSB	$0.1M	0.2%	($0.1M of $43M)
	HUBZone SB	$1.0M	2.3%	($1.0M of $43M)
	HBCU/MI	$0.15M	0.4%	($0.15M of $43M)

* Guidance from filling in the table:

a. Include 1st tier subcontractors only. Note that members of a joint venture may be considered the prime or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.

b. If the prime is a U.S. small business concern, detail the extent of the prime Offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.

c. Percentages should be rounded to the nearest tenth of a percentage.

d. If a cost share arrangement is proposed, include subcontracting dollars for the proposed contract, not just for the Government share of the contract.

Additional guidance for particular Business Categories:

a. For ALL (LB, SB, etc\'85): Include ALL subcontracting, e.g., large business, small business, educational institutions, non-profit organizations, etc., in the dollars on this line.

b. For SB: Include U.S. small business concerns from all categories (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI) in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a $10,000 subcontract to a small business owned by a woman that is certified by SBA as an SDB should be entered on three rows: $10,000 under SB, $10,000 under SDB, and $10,000 under WOSB). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.

c. For SDB: Include HBCU/MI dollars, if any, in the SDB dollars and percentage on this line.

d. For HUBZone SB: Include only SBA certified HubZone SBs. Note that this is different from some of the state HUB certifications.

If the prime Offeror IS NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan, in accordance with FAR 52.219-9, with this solicitation, the Small Business Subcontracting Plan shall be consistent with the Offerors information provided in response to this paragraph.

L.6.2.4. All Offerors shall provide the names of small business concerns (including the prime Offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and /or HBCU/MI); a short description of the specific services to be provided or components to be produced by each small business concern; the complexity of the work to be subcontracted; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows in the example below:

BASE YEAR	Name of Small Business Concern	Small Business Classification	Description of Service/Product	Complexity (L,M,H)	Dollars
	ABC Co.	SB	Wire	Low	$0.50M
	ABC Co.	SB	Plating	Medium	$0.75M
	EFG Inc.(Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	High	$1.20M

Guidance for filling in the table:

a. For SB Classification(s): List all SB classifications that apply to each concern. For Description of Service / Product: Provide enough information to substantiate the complexity level listed in the next column. Example: design and manufacture prototype widget vs. just widget.

b. Low (L) Complexity is defined as easily manufactured common pieces of hardware with low unit prices; routine, easily performed services performed by unskilled labor with low hourly rates (e.g. minimum wage rates).

c. Medium (M) Complexity is defined as hardware requiring limited integration of components or processes; services requiring skilled labor with hourly rates between $15-$20.

d. High (H) Complexity is defined as intricate assemblies with significant integration of components or processes; services requiring labor with higher education or specialized experience, with labor rates over $20 per hour.

L.6.2.5. As defined below, Offerors shall also provide the following:

L.6.2.5.1. Approach to meeting FAR 52.219-8. ALL Offerors shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing (1) a description of the Offeror's performance, over the past three [3] calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past three [3] years, which included FAR 52.219-8, the Offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.6.2.5.2. Compliance with FAR 52.219-9. In addition to the information in paragraph e., Offerors who ARE NOT U.S. small business concerns, as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the last three [3] calendar

years. This documentation shall include Individual Subcontracting Reports (ISRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last three years, the Offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the Offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DDForm 295s) to document the accomplishments. (Note: if the Offeror has not performed a contract over the past three [3] calendar years, which included FAR 52.219-9, the Offeror shall so state).

L.7. Cost Volume

L.7.1. Electronic spreadsheet files must be sent in Microsoft Excel 2003 format that includes all formulas, macro, computations, or equations used to compute the proposed amounts. Print image files or files containing only values are not acceptable. Supporting narrative shall be provided in Microsoft Word 2003 format using Microsoft Office XP and lower products.

L.7.2. Submission of Offers in U.S. Currency, all costs must be in U.S. dollars only, including amounts for the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the Offeror shall:

a) State the exchange rate(s) being used to convert any currency to U.S. dollars.
b) Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

L.7.3. Cost and Pricing information should be provided as described below:

L.7.3.1. Provide proposed costs for each Contract Line Item Number (CLIN) and sub-CLIN in Section B of this solicitation.

L.7.3.2. For each CLIN and sub-CLIN, include a top-level spreadsheet organized by cost element (i.e. Direct Labor, Subcontracts, Material, Other Direct Costs, Overhead/Indirect, Rates, FCCM, Fee, Testing, etc.). The cost breakdown must be consistent with your cost accounting system. Provide the following information in support of each top-level spreadsheet:

L.7.3.2.1. Direct Labor. Support for costs related to direct labor shall include the following:

a) A time-phased breakout of the direct labor hours, by labor category appropriate to the Offeror's accounting system.
b) A narrative description of the method used to estimate the hours, identifying assumptions used and cost estimating relationships.
c) The labor rate for each category of direct labor, including the basis for the rate and any escalation used.

L.7.3.2.2. Cost Information from Subcontractors. For subcontracts greater than or equal to $500,000 provide cost information from the subcontractor equivalent to that required of the prime Offeror. Segregate the subcontractor cost information by CLIN and sub-CLIN, same as required of the prime Offeror's cost breakdowns. Include the evaluation of the subcontractor's submission required by FAR 15.404-3 (b), and rationale for determining that the subcontract price is reasonable and realistic. The same kind of information should be provided for inter-organizational transfers, regardless of dollar value, except you need not provide your evaluation of such cost data. Also state the type of subcontract the Offeror anticipates (e.g. firm-fixed price, cost-plus-fixed-fee, etc.)

NOTE: For the subcontracts above, if the subcontract is for purchased material and you can demonstrate that the subcontract item is either commercial or based on adequate price competition, cost information from the subcontractor is not required. Instead, provide copies of competitive subcontractor price quotes, or the kind of information noted in FAR 52.215-20(a)(1)(ii).

L.7.3.2.3. Submit Cost Information from Subcontractors whose total cost is less than $500,000 or 5% of the total value of the Offerors proposal, whichever is less. Provide a narrative that explains the method used to develop proposed cost for material and subcontracts less than $500,000 or 5% of the total value of the Offerors proposal, whichever is less, including information about the extent to which the cost is based on vendor quotes, purchase order history, estimates, etc. Indicate whether the amount includes upward or downward adjustments for contingencies or negotiation challenges.

L.7.3.2.4. Material: For each item with a material cost (purchase price to Offeror) greater than $5,000 for any CLIN and sub-CLIN, provide the following information:

(1) Item Name/Description/Part Number/Vendor, as applicable
(2) Unit Cost (purchase price to Offeror)
(3) Quantity used
(4) Extended Cost (unit cost multiplied by quantity used)
(5) Basis for cost (engineering estimate, vendor quote, purchase history, etc.)
(6) Indicate whether component is sole-source, competitive, or commercial

All Other Material: State the total amount of material costs for all items not expected to exceed $5,000.

L.7.3.2.5. Other Direct Costs. Depending on your accounting system, this may include costs such as computing charges, travel, etc. Identify each category of proposed Other Direct Cost, and the dollar amount for each category. Provide a brief explanation of what is included in each category and how the cost was estimated.

L.7.3.2.6. Rates. Provide a list of the direct and indirect rates, by category and by year (or Quarter), used in the development of the proposal and include:

a. The date of the current Cost Accounting Standards Board (CASB) Disclosure Statement.
b. The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.), and state whether or not the rate package has been submitted to DCAA for review.
c. The ending month for the Offeror's fiscal year.
d. A narrative explaining the basis for the estimated rates. Specifically identify any escalation factors used.

L.7.3.2.7. Facilities Capital Cost of Money (FCCM): The Offeror shall state the total amount estimated for FCCM and identify the Treasury Rate used to develop the amount.

L.7.3.2.8. Fee. State the fee rate and the total dollar amount included.

L.7.3.2.9. Provide a time-phased Basis of Estimate (BOE). The BOE must provide a description of the work to be performed, the resources required (material, labor, ODC, subcontracts, etc.) and the rationale for how the quantity of resources was developed. Include a BOE, for prime and subcontractors, for the following Work Breakdown Structure (WBS) elements (derived from Attachment 007), as listed below:

a. 1.1.1.1 Displays (and sub-WBS elements)
b. 1.1.1.2.2 Battery Connector Cables with Connectors
c. 1.1.1.3 Computer (and sub-WBS elements)
d. 1.1.1.4 Navigation Component (and sub-WBS elements, excluding 1.1.1.4.1.1)
e. 1.1.1.5.1.2, 1.1.1.5.2.2, 1.1.1.5.2.3, 1.1.1.5.3.2, 1.1.1.5.3.3 Radio (Antenna & Cables)
f. 1.1.1.6 System Controller (and sub-WBS elements)
g. 1.1.1.7 Personal Area Network (and sub-WBS elements)
h. 1.1.1.8 Headset (and sub-WBS elements)
i. 1.1.2.1 GSE Secure Operating System
j. 1.1.3 Integration, Assembly, Test and Checkout
k. 1.3 System Engineering / Program Management
l. 1.4 System Testing and Evaluation
m. 1.5 Training
n. 1.6 Data
o. 1.7.5, 1.7.6, 1.7.7, 1.7.8, 1.7.9, 1.7.10.4 Peculiar Support Equipment (and sub-WBS elements)

The BOEs shall correspond to the Resource Loading data the Offeror provides in accordance with the Program Management Volume, per paragraph L.5.1 in the solicitation.

L.7.3.2.10. Time-Phased Breakdown. Provide a time-phased (and totaled by quarter) breakdown of the costs and fee in the top-level spreadsheet. The direct costs within this time-phased breakdown shall track directly with the Resource Loading data the Offeror provides in accordcance with the Program Management Volume, per paragraph L.5.1 in the RFP.

L.7.3.2.11. Supporting data and rationale shall be in sufficient detail to enable the Government to evaluate the realism of the Offeror's proposed costs.

L.7.3.2.12. Cost Accounting System: In order to be considered for award, the Offeror must provide evidence that it has adequate financial management and fund tracking procedures to accommodate a cost-reimbursement type contract. This evidence may include a letter from either DCMA or DCAA that states that the Offeror has an acceptable accounting system for this type of contract. If an accounting system has not been determined to be adequate by DCMA or DCAA, the Offeror shall coordinate with the PCO to obtain an accounting system review prior to submitting a proposal.

L.7.4. Cost Sharing. A cost sharing arrangement is not a requirement for award of this RFP. However, if your offer is based on a cost sharing arrangement, describe in detail the cost sharing arrangement proposed, including its nature, amount and accounting treatment. Cost proposals shall include the total estimated costs incurred by the Offeror to perform the technical approach, regardless of cost sharing. The cost and pricing information required by this section [the cost information and breakdown] shall be provided for the total cost of the effort, the Government share, and the Contractor's share. The Offeror shall also discuss how the cost sharing impacts the technical data and computer software rights asserted by the Offeror. Also note that per FAR 16.303, a contractor receives no fee in a cost-sharing contract.

L.8. Proposal Terms and Conditions

L.8.1. Include a scanned image of a signed copy of the SF33 cover page, and a copy of completed fill-ins required by the RFP. ORCA certifications need not be separately submitted.

L.8.2. A statement specifying agreement with all terms, conditions, and provisions included in the RFP or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other RFP terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation.

L.8.3. Submit Joint Certification Program (JCP) numbers and facility clearance information for the Offeror and subcontractor(s) that will be involved in the review of the GSE limited distribution documents that have been distributed via the AMRDEC Safe File Exchange website or involved in the testing of the GSE system.

L.8.4. Offerors, other than US Small Businesses, as defined by the North American Industry Classification System (NAICS) code applicable to this RFP, shall submit an acceptable subcontracting plan in accordance with Department of Defense FAR Supplement (DFARS).

L.8.5. In accordance with the DFARS, identify and assert any and all restrictions on the Governments Use, Release or Disclosure of technical data and computer software rights.

L.8.6. Offerors are advised that an employee of the not-for-profit The MITRE Corporation (information identified below) may serve as an evaluator in the source selection process. This individual will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. The MITRE Corporation is expressly prohibited from competing on the subject acquisition. The contact information is the following:

The MITRE Corporation
202 Burlington Road
Bedford, MA 01730
Phone: (781) 271-2000

In accomplishing their duties related to the source selection process, The MITRE Corporation may require access to proprietary information contained in the Offerors proposals. To expedite the evaluation process, each Offeror must 1) contact The MITRE Corporation to effect execution of an agreement referenced below prior to the submission of proposals or 2) submit a written statement indicating its consent to having an employee of The MITRE Corporation perform duties as an evaluator in the source selection process and authorizing such employee access to proprietary information. As stated above, pursuant to FAR Part 9.505-4, The MITRE Corporation must execute an agreement with each Offeror that states that they will (1) protect the Offerors information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. Each Offeror shall submit copies of the agreement or written statement with its proposal.

L.9 Organizational Conflict of Interest.

L.9.1. The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCOI), applies to any award under this RFP. Potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCOI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in GSE or Land Warrior programs.

L.9.2. Offerors should disclose any potential OCOI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M.1 Basis of Award.

M.1.1. The Government desires to make up to three (3) awards as a result of this RFP (subject to the conditions described in M.3.2 below). It is the Governments intent to award up to three (3) contracts to three (3) separate Offerors competing independently that do not share a common parent, do not have a parent/subsidiary relationship with the other awardee(s), and are not affiliates (as defined in FAR 19.101) of the other awardee(s). The Government will select for award the three independent proposals which represent the best value to the Government as described below. There are four (4) evaluation factors: Technical, Program Management, Past Performance/Small Business Participation, and Cost. The relative order of importance of these factors is as follows: Technical Factor is significantly more important than Program Management factor. Program Management is more important than Past Performance/Small Business Participation factor. Past Performance/Small Business Participation is more important than Cost. The non-Cost Factors, when combined, are significantly more important than Cost. The relative importance of the subfactors, where applicable, is described in Section M.4 below. Additionally, technical diversity may play a deciding role in decisions for multiple awards. For example, multiple proposals rated highly on Non-Cost Factors, which are similar to each other may not be selected in favor of other lower rated, but dissimilar proposals to achieve technical diversity. When proposals Non-Cost Factors are essentially equal, Cost to the Government may be controlling in determining the successful Offerors, subject to program balance and technical diversity.

M.2. Rejection of Offers. The Government may reject any proposal which:

a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this RFP; or

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in Cost and/or unrealistic in terms of technical or schedule commitments; or

c. Contains any unexplained significant inconsistency between the proposed effort and Cost, which implies that the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or

d. Is unbalanced as to Cost. An unbalanced offer is one, which is based on Costs significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Cost for each incrementally funded period; or

e. Fails to meaningfully respond to the RFP. Preparations Instructions are specified in Section L of this RFP; or

f. Offers a product or services that do not meet all stated requirements of the RFP; or

g. Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or

h. Is unaffordable.

M.3. Evaluation and Source Selection Process

M.3.1. Selection of the successful Offeror(s) shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the RFP requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor and Subfactor. The Government reserves the right to reject offers, in accordance with RFP provision Rejection of Offers above.

M.3.2. The evaluation of proposals submitted in response to this RFP shall be conducted on a source selection basis utilizing a "trade-off" process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Cost Factor) against the evaluated Cost to the Government. As part of the best value determination, the relative strengths, weaknesses and risks of each proposal shall be considered in selecting the offers that are most advantageous and represents the best overall value to the Government. The Government reserves the right to make less than three awards if the value of additional awards up to three would offer only limited benefit to achieving program requirements or based on affordability of three awards. The Government may make no contract award where it concludes that no proposal exists with a reasonable probability of achieving program requirements.

M.3.2.1. Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror(s) for contract award.

M.3.2.2. Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to this RFP. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this RFP. Careful, full and impartial consideration will be given to all proposals received pursuant to this RFP. All proposals shall be subject to evaluation by a team of Government personnel and Government contractor support personnel (see L.8.6).

M.3.2.3. Award with Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternate I) in Section L which advises that the Government intends to conduct discussions with Offerors in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306 (b), (c), and (d). Since written and oral discussions are limited prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

M.3.3. Importance of Cost. Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror(s) with the lowest evaluated Cost. However, the closer the Offeror's evaluations are in those Factors other than Cost, the more important Cost becomes in the decision.

M.3.3.1. Notwithstanding the relative order of importance of the four evaluation Factors stated herein, Cost may be controlling when:

a. proposals are otherwise considered approximately equal in the non-Cost Factors; or

b. an otherwise superior proposal is unaffordable; or

c. the advantages of a higher rated, higher Cost proposal are not considered to be worth the Cost premium.

M.3.3.2. In spite of the non-Cost factors importance relative to Cost, Cost may play a deciding role in decisions for multiple awards to achieve program balance. Examples include:

a. A proposal rated higher in the non-Cost factors, but higher Cost may not be selected in favor of several lower rated, but lower Cost, proposals.

b. A combination of lower rated proposals may be selected in lieu of award of a fewer number of higher rated but higher Cost proposals.

M.3.4. Affordability. The non-Cost factors are significantly more important than the Cost factor. However, no proposal or combination of proposals, no matter how highly rated, will be considered for award if unaffordable. Additionally, since the awards will be RDTE incrementally funded contracts, contract funding must be available as required for each funding period. Proposals that require funding in advance of availability shall not be considered for award.

M.3.5. Risk Assessment. The Government will assess the risks (proposal risk and performance risk) of the Offeror's proposal.

M.3.5.1. Proposal Risks. Proposal Risks are those risks associated with an Offeror's proposed approach in meeting and exceeding (where

applicable) the Government's requirements. Proposal Risk will consider the proposals approach, feasibility, practicality, clarity, precision, support, and understanding, as well as the proposals strengths and weaknesses. Proposal Risk is assessed by the SSEB and is integrated into the assessment of the Technical Factor, Program Management Factor, Cost Factor, and the Small Business Participation Subfactor.

M.3.5.2. Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the RFP requirements as indicated by that Offeror's record of past performance. Performance Risk will be assessed by the SSEB in the Past Performance/Small Business Participation Factor.

M.3.6. Determination of Responsibility. Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the Offeror's financial to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their Significant Subcontractors) to aid the PCO in the evaluation of each Offeror's proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

a. Arrange a visit to your plant and perform a necessary Pre-Award Survey, or

b. Ask you to provide technical, production, quality and/or financial information. If you do not provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.4 Evaluation Criteria

There are four evaluation Factors:

(i) Factor I Technical. The Technical Factor has two (2) Sub-Factors:
  a. System Engineering
  b. Hardware
(ii) Factor II - Program Management.
(iii) Factor III - Past Performance/Small Business Participation
(iv) Factor IV - Cost

The Technical Factor is significantly more important than Program Management. Program Management is more important than Past Performance/Small Business Participation. Past Performance/Small Business Participation is more important than Cost. The non-Cost Factors when combined, are significantly more important than Cost. Except as specifically stated in M.4.1.2.2, no evaluation credit will be given for exceeding the threshold levels.

M.4.1. Technical Factor

The Technical Factor includes two Subfactors: (1) System Engineering and (2) Hardware. The System Engineering Subfactor is more important than the Hardware Subfactor.

M.4.1.1. System Engineering Subfactor. The Offerors proposal will be evaluated based on the following considerations:

a. The Offerors information submitted in response to L.4.1.1. will be evaluated to assess the Proposal Risks associated with the probability that the Offerors technical approach will perform in accordance with SOW C.6.1, C.6.3, C.6.3.1, C.6.5.1, and C.6.12. If the Offeror is awarded a contract, specific features or characteristics of the Offerors technical approach may be incorporated into the contract.

b. The Offerors information submitted in response to L.4.1.2. will be evaluated to assess the Proposal Risks associated with the probability that the Offeror achieves the performance requirements of the GSE System Performance Specification (Section J, Attachment 0001), System Interface Control Document (ICD) (Section J, Attachment 0002), and GSE System Software Allocation Matrix (Section J, Attachment 0019). If the Offeror is awarded the contract, the Offerors GSE CFP Subsystem Performance Specification, with changes requested by the Government and agreed to by the Offeror, shall be incorporated in the contract at time of award at Section J, Attachment 0008.

c. The Offerors information submitted in response to L.4.1.3. and L.4.1.3.1. will be evaluated to assess the Proposal Risks associated with the probability that the Offeror will perform in accordance with SOW C.6.4 and GSE System Performance Specification paragraph 3.2.4.1 (and its subparagraphs) to develop an IA compliant system. If the Offeror is awarded the contract, specific features or characteristics of the Offerors architecture may be incorporated into the contract.

d. The Offerors information submitted in response to L.4.1.4. will be evaluated to assess the Proposal Risks associated with the

probability that the Offeror performs in accordance with SOW C.9, GSE System Performance Specification paragraph 3.4.3, and the GSE Reliability Growth Planning Curve (Section J, Attachment 0010). If the Offeror is awarded the contract, specific features, characteristics, or the entire RPP itself may be incorporated into the contract at time of award.

M.4.1.2. Hardware Subfactor.

M.4.1.2.1. Evaluation of Hardware Performance. The Offerors information submitted in response to L.4.2. will be evaluated to assess the Proposal Risks associated with 1) the probability that the Offeror achieves, and the extent to which the Offeror exceeds (if proposed), the GSE system specification weight and power thresholds in SPS 3.2.2.1 and 3.4.2.1, respectively, while achieving system performance over a 24-hour period of operation and 2) the probability that the Offeror will pass the testing requirements identified in Table 4-1 (Performance Requirements Verification Cross-Reference) of the GSE System Performance Specification by the end of the contract.

M.4.1.2.2. If an Offeror is awarded a contract, the Offerors proposed hardware performance capabilities exceeding the thresholds in SPS paragraphs 3.2.2.1 and 3.4.2.1, which the Government assesses the Offeror can credibly achieve and it was given evaluation credit for, will be incorporated into the contract. In order to receive evaluation credit for any hardware performance capabilities beyond the thresholds in SPS paragraphs 3.2.2.1 and 3.4.2.1, the Offeror must demonstrate that its proposed performance is achievable at a moderate risk or lower and is of benefit to the Government.

M.4.2.Program Management Factor.

M.4.2.1. The Offerors proposal will be evaluated based on the following considerations:

a. The Offerors information submitted in response to L.5.1.1, L.5.1.2, L.5.1.3, L.5.1.4, and L.5.1.6. will be evaluated to assess the Proposal Risks associated with the probability that the program management approach will support the achievement of the GSE program requirements. If the Offeror is awarded the contract, specific features or characteristics of the Offerors proposal may be incorporated into the contract.

b. The Offerors information submitted in response to L.5.2. will be evaluated to assess the Proposal Risks associated with the probability that the IMP will timely support the achievement of the GSE program requirements. If the Offeror is awarded the contract, specific features or characteristics of the Offerors proposal may be incorporated into the contract.

c. The Offerors information submitted in response to L.5.1.5. will be evaluated to assess the Proposal Risks associated with the probability that the Offerors IA approach attains a GSE IA Authority to Operate (ATO).

d. The Offerors information submitted in response to L.5.3 will be evaluated to assess the Proposal Risks associated with the probability that the IMS will timely support the achievement of GSE program requirements. If the Offeror is awarded the contract, specific features or characteristics of the Offerors proposal may be incorporated into the contract.

M.4.3.Past Performance/Small Business Participation Factor.

The Past Performance/Small Business Participation Factor includes two Subfactors, Past Performance and Small Business Participation. Past Performance is significantly more important than Small Business Participation.

M.4.3.1. Past Performance Subfactor:

M.4.3.1.1. The proposal will be evaluated to determine the Performance Risks. The subfactor assessment of Past Performance will be based on the Offeror's and Significant Subcontractor's current and past record of contract performance on relevant contracts performed within approximately the last 3 years as it relates to the probability that the Offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the Offerors and Significant Subcontractors' record of performance as related to following program requirements:

a. Development, integration, or production contracts for equipment similar in complexity and technology to the GSE development effort to include such things as, but not limited to, displays (helmet, head, visor), mobile computer, hardened portable electronics systems, man-portable communication systems and portable navigation systems;

b. System Integration development activity involving electronic components and the balancing of electronic component system size, weight and power requirements, on a human platform;

c. System Integration development activity in a classified system environment at a Secret level;

d. System Integration development activity to achieve electronics / computer / communications system reliability requirements on a human platform;

e. System Integration development and production efforts that leveraged military / commercial soldier technology;

f. Capabilities in system engineering and hardware/software development processes, practices, and configuration management;

g. Transitioning developmental programs into full rate production; and

h. System Integration development activity in the area of developing and accrediting systems comparable to the GSE. Government is specifically interested in DoD Information Assurance Certification and Accreditation Process (DIACAP) experience but DoD Information Technology Security Certification and Accreditation Process (DITSCAP) experience may be substituted if necessary. The Government is also specifically interested in successful DIACAP/DITSCAP efforts for systems comparable to the GSE.

M.4.3.1.2. Considerations: We will consider the past performance records of the following:

a. Technical: Conformance to specifications and standards of good workmanship;
b. Program Management: Effectiveness in managing employees and subcontractors;
c. Delivery: Adherence to delivery schedules;
d. Cost: Adherence to Cost Estimates;
e. Business Relations: Responsiveness, reasonableness, cooperative behavior, communicative behavior, and commitment to customer satisfaction.

M.4.3.1.3. Negative past performance: Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative past performance findings may result in a rating, which reflects elevated performance risk. Therefore, Offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.4.3.1.4. Performance History: In evaluating each Offeror's performance history, the Government will look at the Offeror's delivery performance, and that of any Significant Subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed subcontractor's fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

M.4.3.1.5. Additional information: The Offeror may also be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the Offeror.

M.4.3.2. Small Business Participation Subfactor

M.4.3.2.1. The Government expects a maximized role for all small business subcontractors to include SDBs and WOSBs, throughout the performance of the contract. The Government will evaluate the extent of small business concerns participation in terms of the percentage of total subcontracted dollars that the Offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for the NAICS code applicable to this RFP, will also be considered small business participation.

M.4.3.2.2. The evaluation will include the following:

M.4.3.2.2.1. The extent to which the proposal identifies participation by U.S. small business concerns (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the Offeror if it is a U.S. small business concern). The subcontracting goals for small business participation are 37.2% SB, 5% SDB, 5% WOSB, 3% HUBZone SB, 3% VOSB, 3% SDVOSB, and 5% HBCU/MI. (All are DoD 2008 goals except for HUBZone SB, which is a Federal goal.) These goals will be used by the government in the evaluation of the extent of small business participation.

M.4.3.2.2.2. The extent to which proposed subcontracting to U.S. Small Business includes the furnishing of complex items/services (with the goal being U.S. Small Business concerns supplying items/services of extreme complexity).

M.4.3.2.2.3. An assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8 and 52.219-9 (as applicable to the Offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a Proposal Risk assessment of the Offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8 and 52.219-9.

M.4.4 Cost Factor.

M.4.4.1. Proposal Evaluation. The Offeror's proposal shall be evaluated as an assessment of the most probable cost to the Government based on an evaluation of the realism and reasonableness of the Offeror's proposed cost and fee. Affordability will also be considered. The Defense Contract Audit Agency (DCAA) may be requested to verify rates and projections. A financial capability risk assessment may be performed as well.

a. Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the Offeror's proposed cost estimate to determine whether the cost accurately reflects the Offeror's proposed effort to meet program requirements. The result of the realism evaluation will be a determination of the most probable cost to the Government of performance for the Offeror. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, shall be used in the trade-off evaluation to determine best value. The most probable cost will be determined by adjusting the Offeror's proposed cost to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis. If an Offeror proposes Cost Sharing, the evaluated cost used for trade-off purposes will be the most probable cost to the Government, based on the cost sharing clause to be included in the contract.

b. Cost Reasonableness: The Government shall evaluate the reasonableness of the Offeror's proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

c. Total Evaluated Cost: The Government will evaluate Offerors for award by adding the total most probable cost for all CLINs in the RFP, as adjusted by any Government Cost Realism adjustments, to determine a total most probable cost and fee (subject to the cost sharing language in paragraph "a" above).

d. Cost Sharing Risk Assessment: If an Offeror proposes Cost Sharing, the Government may do a risk assessment of whether such a cost sharing arrangement would pose an unacceptable risk of performance.

*** END OF NARRATIVE M0001 ***