AWARD/CONTRACT

1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ▶ Rating DOA4

2. Contract (Proc. Inst. Ident) No.
W56HZV-04-C-0007

3. Effective Date
2003NOV24

4. Requisition/Purchase Request/Project No.
SEE SCHEDULE

5. Issued By — Code W56HZV
TACOM WARREN BLDG 231
AMSTA-AQ-ABGA
VINCE DUFF (586)574-8880
WARREN, MICHIGAN 48397-5000

HTTP://CONTRACTING.TACOM.ARMY.MIL

e-mail address: DUFFV@TACOM.ARMY.MIL

6. Administered By (If Other Than Item 5) — Code S3605A
DCMA DAYTON
AREA C, BUILDING 30
1725 VAN PATTON AVENUE
WRIGHT PATTERSON AFB, OH 45433-5302

SCD C PAS NONE ADP PT HQ0337

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)
EDAPTIVE COMPUTING INC
1245 LYONS ROAD
BUILDING G
DAYTON, OH. 45458-1818

TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.

Code 09QW4 Facility Code

8. Delivery
☐ FOB Origin ☒ Other (See Below) SEE SCHEDULE

9. Discount For Prompt Payment

10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: ▶ Item 12

11. Ship To/Mark For — Code
SEE SCHEDULE

12. Payment Will Be Made By — Code HQ0337
DFAS - COLUMBUS CENTER
DFAS-CO/NORTH ENTITLEMENT OPERATION
P.O. BOX 182266
COLUMBUS OH 43218-2266

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

14. Accounting And Appropriation Data
ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV

15A. Item No.	15B. Schedule Of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE	CONTRACT TYPE: Cost-Plus-Fixed-Fee KIND OF CONTRACT: Research and Development Contracts				

15G. Total Amount Of Contract ▶ $368,358.00

16. Table Of Contents

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Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. ☒ Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name And Title Of Signer (Type Or Print)

20A. Name Of Contracting Officer
DEREK MCALEER
MCALEERD@TACOM.ARMY.MIL (586)574-7197

19B. Name of Contractor
By _____
(Signature of person authorized to sign)

19c. Date Signed

20B. United States Of America
By /SIGNED/
(Signature of Contracting Officer)

20C. Date Signed
2003NOV24

Name of Offeror or Contractor: EDAPTIVE COMPUTING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FIST SOFTWARE TOOLKIT	1	LO		$ 729,998.00 ESTIMATED
	NOUN: FTTS/FCS INTELLIGENT S/W TOOL SECURITY CLASS: Unclassified				
	Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C, Scope of Work. Estimate Cost: $679,068.00 Fixed Fee: $ 50,930.00 Total Cost: $729,998.00 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD / QUANTITY / PERF COMPL DATE 001 / 1 / 31-DEC-2005 $ 729,998.00				
000101	FIST SOFTWARE TOOLKIT NOUN: FTTS/FCS INTELLIGENT S/W TOOL PRON: E142C014EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 (AMOUNT: $ 368,358.00)				

B.1 Estimated Cost and Payment

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

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

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

B.2 Payment

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

B.3 Funding

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

B.3.2 Incremental Funding Schedule

Performance Period	Amount
Award through November 2004:	$368,358.00
December 2004 through Contract Completion:	$361,640.00
Total:	$729,998.00

B.4 Funds Allotted. The amount of funds currently allotted to this Contract is $368,358.00.

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

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

*** END OF NARRATIVE B 001 ***

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 forty-five (45) 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 14 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]

C.1. Scope of Work

C.1.1. The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the tasks outlined below.

C.1.2. The contractor shall research, develop and deliver a web based software toolkit, to run on a PC in support of the Future Tactical Truck System (FTTS)/Future Combat System (FCS). The software toolkit shall be entitled FTTS/FCS Intelligent Systems Toolkit (FIST). The FIST toolkit shall be capable of modeling, simulating, and aiding the user in assessing, and optimizing future vehicle concept designs. In the Phase I effort, under contract DAAE07-03-C-L038, the contractor demonstrated through simulation how the individual tool and requirements modeling process work in concert to create a new system design and tradeoff capability that is critical to maximize the results of advanced concept studies. In Phase II, under this contract, the contractor will further investigate a team-based system-of-systems analysis capability that will innovatively unite the Armys existing computer models, processes, and methods with new requirements management technologies to form a virtual engineering capability. To accomplish this, the contractor shall perform the following tasks:

C.1.2.1. The Contractor shall further enhance the FIST software toolkit to provide an electronic napkin requirements/design capture tool with integrated data management capability. The features of this electronic napkin will include:

C.1.2.1.1. Ability to rapidly decompose a system design using a block-design metaphor.

C.1.2.1.2. An easy to use, platform-independent, user interface.

C.1.2.1.3. The ability to link multi-domain views of information in a variety of forms (links to model, databases, spreadsheets, etc.).

C.1.2.1.4. The ability to attach computer parsed requirements written in a formal System Level Design Language (SLDL).

C.1.2.1.5. The ability to work in real-time with users and technologists (via web collaboration features) to rapidly optimize a design based on any performance or design parameter (e.g. weight, fuel consumption, vulnerability, transportability, etc.).

C.1.2.2. The contractor shall develop requirements interaction models needed for concept analysis of vehicle design. Requirements interaction models shall include abstracting descriptive parameters, which the user can view, understand, and modify; from detail models produced by the Armys technology centers. The user will be able to change requirements and view the results of those changes in real time.

C.1.2.3. The contractor shall investigate the needs for integration of the FIST Tool Set with the Armys current Modeling and Simulation (M&S) tools (i.e. Vought Combined Arms Model (VCAM), Dynamic Object-Oriented Requirements System (DOORS), and ProE.) used in the requirements generation, concept exploration, and development of advanced ground vehicles. Also, the contractor will identify streamlined processes and best practices for usage of the FIST tools.

C.1.2.4. The contractor shall integrate the FIST software toolkit solution with the Armys web-based Advanced Collaborative Environment (ACE)/Windchill software program and ensure compliance with Simulation & Modeling for Acquisition, Requirements, and Training (SMART) standards and practices. The contractor will work closely with the COR to ensure all development is compatible with current emerging standards. The FIST requirements will be derived from FTTS concept vehicle trade-off studies, which will include the following elements:

C.1.2.4.1. System requirement definition, particularly the FTTS Operational Requirements Document (ORD) in its current state as of time of contract award.

C.1.2.4.2. Component technology data from various technology centers to include models of candidate technologies (e.g. engines, chassis, weapon systems, etc.).

C.1.2.4.3. System Integration best practices.

C.1.2.4.4. Descriptions of current design and analysis tools, their processes_employed by design centers in the development of concept exploration trade studies.

C.1.2.5. The contractor shall demonstrate the FIST Toolkit at TARDEC on an Army FTTS application. Selection of the actual demonstration test case will be determined jointly by the Army and contractor after an evaluation of alternatives, and shall take in consideration the technical suitability, availability and restrictions placed upon relevant data, and any clearance requirements. This demonstration will show integration with the Armys current M&S tools used in the requirements generation, concept exploration, and development of advanced ground vehicles. The contractor shall also recommend streamlined processes and best practices for usage of the FIST tools.

C.1.2.6. The contractor shall develop a library of non-proprietary, operational and engineering performance models for the selected demonstration test case. The models should account for the key metrics/parameters at each level of work breakdown structure (WBS) (e.g. System-of-Systems, Vehicle, Sub-System, and Component) and inter-relationships between them. The development of this library is subject to the access restriction and clearance requirements of the source data.

C.2. FIST Software Toolkit

C.2.1. Build 1 FIST Software toolkit:

C.2.1.1. The Build 1 FIST Software toolkit shall be developed and delivered in an Alpha version that provides a Graphical User Interface (GUI) mock-up, a data model, and a representation of the toolflow/workflow. The Alpha version shall demonstrate feasibility and usability. The Alpha version shall be developed as follows:

C.2.1.2. Define Requirements. The contractor shall coordinate its efforts with the COR for purposes of defining the specifics of the Build 1 Software. The contractor will present suggested software build specifics to the COR for review and approval by the Government before proceeding to the design phase, not later than three months after contract award. Upon approval and incorporation of COR recommendations of the defined specifics by the COR, the contractor shall proceed to the design phase set forth in Section C.2.1.3..

C.2.1.3. Design. Based on the specifics determined in Section C.2.1.2, the contractor shall develop the design of the Build 1 Software toolkit:

C.2.1. The Build 1 FIST Software toolkit shall be developed and delivered as follows:

C.2.1.5. Test, Evaluate and Demonstrate and Deliver. Not later than twelve months from the date of contract award, the contractor shall evaluate, test and demonstrate to the government at TARDEC the Build 1 Software. An Alpha test demonstration will be performed by the contractor to demonstrate the usability features of the software, and the feasibility of the approach for implementation of the toolkit features. Feasibility will be shown through representation of both the data flow through the tool and the work flow to be employed by the user. The Alpha testing is intended to validate these key elements in order to support completion of the Build 2 development tasks. Alpha testing by the contractor will be an iterative process which will begin not later than twelve months after contract award and shall extend through the second year of the contract. Government COR feedback from the observation of Alpha testing will help refine the requirements for the FIST Toolkit. Such feedback will provide an improved product which will increase commercial viability. Alpha testing will end when the Build 2 software is delivered, after which the Beta test demonstration will occur.

C.2.2. Build 2 FIST Software toolkit:

C.2.2.1. The Build 2 Software toolkit shall be developed and delivered in a Beta version that provides a fully functioning Graphical User Interface (GUI), a data model developed to incorporate the underlying database, populated with Army test data, and a functioning toolflow/workflow that demonstrates the functionality to conduct design concept trade-offs as specified during the requirements phse. The Beta version shall demonstrate functionality and utility. The Beta version shall be developed as follows:

C.2.2.2. Refine Requirements. Based on the changing needs of the Government, the ongoing Alpha testing of the Build 1 software, and the emerging requirements of FCS and FTTS, the contractor shall coordinate its efforts with the COR for purposes of defining the specifics of the Build 2 Software. Based on direction from the COR, the contractor shall refine the specific requirements for the Build 2 Software not later than fourteen months after award of this contract.

C.2.2.3. Design/Modify Design. Based on the software specifics set forth in Section C.2.2.2, the contractor shall develop the design of the Build 2 Software toolkit:

C.2.2.4. Implement New Elements or Changes. Not later than nineteen months after contract award, the contractor shall implement, install and integrate the software design for the Build 2 Software into the web based environment described in section C.1.2.4.

C.2.2.5. Test, Evaluate, Demonstrate and Deliver. Not later than twenty four months from the date of contract award, the contractor shall evaluate, test, demonstrate and deliver the Build 2 Software. A Beta test demonstration will be performed by the contractor to demonstrate the functionality and utility of the software, as specified during the requirements phase. Functionality will be shown through use of the Army test data in a representative test case to perform design concept trade-offs. The Beta testing is intended to validate the key functional elements in order to support planning for subsequent research/research & development for future versions of the toolkit, leading to release of a commercial version. The Beta test demonstration will be completed not later than twenty-four months after contract award.

C.2.2.6. User Training. Upon delivery of the Build 2 Software the Contractor shall provide informal on-site training at TARDEC for 3-5 government users, not later than seventeen months after award of contract.

C.2.3. At the end of the contract, the contractor shall deliver the following:

C.2.3.1 FTTS Models Library: Deliver FTTS model as specified in paragraph C.1.2.6..

C.2.3.2 FIST Software toolkit,in accordance with CDRL item A003.

C.2.3.3. Presentation Material: Contractor shall prepare a portable 3-panel display board in accordance with CDRL item A004.

C.3. Meetings

C.3.1. The contractor shall plan and conduct a one (1) day Start of Work meeting to be held at TARDEC no later than 30 days after contract award.

C.3.2. The contractor shall plan and conduct four (4) Interim Progress Review (IPR) meetings. These four meetings shall tentatively be slated to be held at the beginning and end of the Build 1 and Build 2 software milestones set forth in Sections C.2.2. and C.2.3 respectively, of the contract. The IPR meetings shall be held at TARDEC, unless agreed upon by both the contractor and the COR. In order to reduce travel costs, the contractor shall coordinate the aforementioned meetings with any other meetings required between the contractor and TARDEC. Telecon/videocon may be used with COR approval.

C.3.3. The contractor shall plan and conduct at TARDEC the software demonstrations at the conclusion of the Build 1 software product (Alpha test) and Build 2 software (Beta test) product milestones. The demonstrations shall be held in conjunction with the corresponding interim progress review meetings.

C.3.4. The contractor shall plan and conduct the final meeting at TARDEC which will include a demonstration of Build 2 showing that it is capable of all performance specifications described in Sect. C.1.

C.4. Deliverables

C.4.1 Monthly Progress Reports: The contractor shall submit monthly progress reports in accordance with Contract Data Requirements List (CDRL) item A001.

C.4.2. Interim Technical Report: Prepare and deliver to the government an interim technical report addressing the technical information from Section C.1 and include accomplishments, funds expended, labor hours expended, to date, as well as plans for the next year. This report shall constitute the monthly progress report for that reporting period, expanded to include a summary of the preceding 12 months. The contractor shall deliver the Interim Technical report in accordance with CDRL item A002.

C.4.3. Final Technical Report: Prepare and deliver to the government a final technical report addressing the technical information from Section C.1 and include accomplishments, for the project and recommendations for future research/research & development towards development of a commercial version of the FIST toolkit. This report shall constitute the final progress report, expanded to include a summary of the preceding 24 months. The report shall include the results of all demonstrations of the FIST tool suite capabilities as applied to test cases of Army interest at the end of Build 1, and Build 2. The contractor shall deliver the Final Technical report in accordance with CDRL item A003.

C.4.4 Presentation Materials: The contractor shall prepare presentation materials in support of meetings to include agendas, slide presentations, and minutes, as required. Contractor shall prepare a portable 3-panel display board for delivery at the end of the contract. Presentation materials shall be delivered in accordance with CDRL A004.

*** END OF NARRATIVE C 001 ***

SECTION D - PACKAGING AND MARKING

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.

*** END OF NARRATIVE D 001 ***

SECTION E - INSPECTION AND ACCEPTANCE

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

E.4 Inspection and Acceptance

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

*** END OF NARRATIVE E 001 ***

SECTION F - DELIVERIES OR PERFORMANCE

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

F.3 Hardware and Software

F.3.1 The Contractor shall deliver all hardware required by this Contract, F.O.B. Destination, to the following address:

TARDEC
Attn: Larry DuBay (AMSRD-TAR-D, MS 207)
6501 East 11 Mile Rd; (Building 200; Room C1113)
Warren, Michigan 48397-5000 phone (568)574-8598

F.3.2 The Contractor shall submit all data electronically, in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423.

F.4 Period of Performance

The Contract's period of performance shall be twenty-four (24) months from the date of award, including performing the final demonstration, and submitting the final technical report.

*** END OF NARRATIVE F 001 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
000101	E142C014EH 665502M4055	AA	2	21 42040000046N6N7EP665502255Y S20113	42C014	W56HZV	$ 368,358.00
						TOTAL	$ 368,358.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 42040000046N6N7EP665502255Y S20113	W56HZV	$ 368,358.00
			TOTAL	$ 368,358.00

	Regulatory Cite	Title	Date
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

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

COR Name: Larry DuBay
e-mail: larry.dubay@us.army.mil

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

ACO: Gregory Borgwald
e-mail: gregory.borgwald@dcma.mil

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

[End of Clause]

G-2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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

[End of Clause]

G-3 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 Oct 2000,_prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

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G-4 52.232-4005 (TACOM) INVOICE INFORMATION REQUIREMENT JAN/1988

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

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* * G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS: * *

G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G - Contract Administration Data. The first digit of the JON represents the fiscal year. (For example, CLIN 0001 is funded by SLINs 000101 and 000102. If JON: 22C334 is associated with 000101 and JON: 32C205, associated with 000102, SLIN 000101 is FY 2002 funding and shall be invoiced prior to invoicing against SLIN 000102, which is FY 2003 funding.)

* * G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS: * *

DFAS will make payments as billed by the contractor.

*** END OF NARRATIVE G 001 ***

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-11	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

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

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

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

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

(End of clause)

H-15	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002

(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 and clauses 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/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

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

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or

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

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.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. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

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

[End of Clause]

H-16 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-17 52.246-4026 (TACOM) LOCAL ADDRESSES FOR DD FORM 250 MAR/2002

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

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

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

(586) 574-7552 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 transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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

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

[End of Clause]

H.1 HANDLING, STORAGE, AND TRANSMITTING "FOR OFFICIAL USE ONLY" (FOUO) MATERIALS

H.1.1 Access to FOUO material shall be limited to those employees needing the material to do their jobs. The FOUO marking is assigned to material created by a DoD user agency. FOUO is not a classification, but requires extra precaution to ensure it is not released to the public.

H.1.2 During normal duty hours, place FOUO material in an out-of-sight location, if work areas are accessible to persons who do not have a valid need for the material. After normal duty hours, store FOUO material to prevent unauthorized access. Store FOUO material in locked container such as file cabinet, desks, or bookcases. Expenditure of funds for security container or closed areas solely for FOUO material is prohibited.

H.1.3 FOUO documents and materials may be transmitted via first class mail, parcel post or for bulk shipments, fourth class mail. In the CONUS, discussion of FOUO material on the telephone is authorized if necessary for the performance of the program. Electronic transmission of FOUO information (voice, data, facsimile) should be conducted on approved secure communications systems whenever practical. FOUO material shall not be released outside a contractor's facility except to representatives of the Department of Defense.

H.1.4 Program personnel shall be briefed on FOUO procedures. Access to FOUO material will be limited to those personnel who need the material to do their job. FOUO material shall be handled in a way to preclude its disclosure to the general public or industry at large.

H.1.5 FOUO Markings. All materials defined as FOUO will be marked in accordance with the following guidelines:

H.1.5.a The marking "FOR OFFICIAL USE ONLY" will be stamped near the bottom of each unclassified page containing FOUO. The abbreviation "FOUO" will not be used.

H.1.5.b Individual paragraphs containing FOUO but not classified information will be portion marked at the beginning of the paragraph, FOUO.

H.1.5.c FOUO materials released to a contractor by a DoD user agency must have the following statement on the front page or cover: "THIS DOCUMENT CONTAINS MATERIAL EXEMPT FOR MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION(S)_____APPLY." FOIA exemptions can be found in AR25-55, Chapter III.

H.2. GOVEERNMENT FURNISHED INFORMATION

H.2.1 The following items shall be provided to the contractor as GFI and shall be handled as FOUO material:

H.2.1.1 Future Tactical Truck Systems (FTTS) Advanced Conccept Technology Demonstration (ACTD) Work Breakdown Structure (WBS)

H.2.2.2 FTTS Maneuver Sustainment Vehicle (MSV) Performance Specification

H.2.2.3 FTTS Industry Day Briefing (Dec 2002)

H.2.2.4 FTTS MSV Capability Development Document (CDD)

*** END OF NARRATIVE H 001 ***

SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-18	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-19	52.216-8	FIXED FEE	MAR/1997
I-20	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-24	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-41	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-43	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-44	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-20	LIMITATION OF COST	APR/1984
I-47	52.232-22	LIMITATION OF FUNDS	APR/1984
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	FEB/2002
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

	Regulatory Cite	Title	Date
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-53	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-54	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-55	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-58	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-60	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-61	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-62	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-63	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-64	52.249-14	EXCUSABLE DELAYS	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-67	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-68	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-69	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-70	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-72	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-73	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-74	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-76	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-77	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-78	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-80	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-81	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-83	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-84	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-85	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-86	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-87	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-88 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental 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-89 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized

deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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

[End of Clause]

I-90 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

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

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

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

I-91 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

I-92 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

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

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

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

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

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

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

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

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

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

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

(b)

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

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

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

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

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

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

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

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL

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

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

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

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

[End of Clause]

I-93 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

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

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

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

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

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

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

(i) Noncommmercial items; or

(ii) Commercial items that-

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

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

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

[End of Clause]

I-94 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999

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

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

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

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

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

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD 1423)			

CONTRACT DATA REQUIREMENT LIST Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.: 0001 D. SYSTEM/ITEM.....: Monthly Progress Report
B. EXHIBIT .....: A E. CONTRACT/PR NO..:
C. CATEGORY.....: F. CONTRACTOR.....: EDAptive Computing Inc.

1. DATA ITEM NO.....: A001
2. TITLE OF DATA ITEM.: Contractor's Progress, Status, and Management Report
3. SUBTITLE.....: Phase II Progress Reports

4. AUTHORITY.....: DI-MGMT-80227
5. CONTRACT REFERENCE.: Section C.4.1
6. REQUIRING OFFICE...: AMSRD-TAR-D 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: LT 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION A. ADDRESSEES	B. COPIES: DRAFT	FINAL
Larry DuBay, Contracting Officer's Representative (COR), E-mail: larry.dubay@us.army.mil		1
Vince Duff, Contract Specialist, E-Mail: vincent.duff@us.army.mil		1
Gregory Borgwald, Administrative Contracting Officer (ACO), E-mail: gregory.borgwald@dcma.mil		1
	15. TOTAL:	3 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to the COR; Larry DuBay, Contract Specialist; Vince Duff and the ACO Gregory Borgwald.

16. REMARKS:

a. The Contractor shall deliver monthly progress reports. The first report by thirty (30) days after the contract award date.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

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

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

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

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

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

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

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

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

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

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

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

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

* Registered Trademark

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO. .....: A002
2. TITLE OF DATA ITEM.: Scientific and Technical Reports
3. SUBTITLE ..... : Phase II Draft and Final Technical Reports

4. AUTHORITY .....: DI-MISC-80711A
5. CONTRACT REFERENCE: Section C.4.2 & C.4.3
6. REQUIRING OFFICE...: AMSRD-TAR- 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: DD YES 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION A. ADDRESSEES	B. COPIES: DRAFT	FINAL
Larry DuBay, Contracting Officer's Representative (COR), E-mail: larry.dubay@us.army.mil		1
Vince Duff, Contract Specialist, E-Mail: vincent.duff@us.army.mil		1
Gregory Borgwald, Administrative Contracting Officer (ACO), E-mail: gregory.borgwald@dcma.mil		1
	15. TOTAL:	3*

*In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to COR; Larry DuBay, Contract Specialist; Vince Duff and ACO; Gregory Borgwald.

16. REMARKS:

a. The Contractor shall deliver one (1) draft "Scientific and Technical Report," twenty-two (22) months after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within thirty (30) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within thirty (30) days after receipt of draft comments.

c. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports." The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the Internet address below, for instructions on completing the required report.

http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4

You may download the SF 298 form, from the following Internet address:

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

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

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

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

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

(a) Approved for public release; distribution unlimited.

(b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

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

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic A02-227." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

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

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

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

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

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

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

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

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

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

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

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

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

* Registered Trademark

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. .....: A003
2. TITLE OF DATA ITEM.: Presentation Material
3. SUBTITLE ..... :

4. AUTHORITY .....: DI-ADMN-81373
5. CONTRACT REFERENCE: Section C.4.4
6. REQUIRING OFFICE...: AMSRD-TAR-D 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: LT 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	INITIAL	FINAL
Larry DuBay, Contracting Officer's Representative (COR), E-mail: dubayl@tacom.army.mil	U.S.ARMY TARDEC AMSRD-TAR-D, MS:207 (Bldg 200; Room C1113) 6501 East Eleven Mile Road Warren, MI 48397-5000		1	1
		15. TOTAL:	1	1

16. REMARKS:

a. The Contractor shall deliver one (1) initial 3-panel display board, six-teen (16) months after contract award. The COR shall review the 3-panel display board and communicate any comments to the Contractor within thirty (30) days of receipt 3-panel display board. The Contractor shall deliver one (1) final 3-panel display board upon completion of contract.

b. The presentation material may be publicly displayed at government locations, or at professional or industry trade shows or conferences.

c. Complete the presentation material IAW DID DI-ADMN-81373, "Presentation Material" and insert paragraph 10.3 below.

10.3 Requirement: Contractor shall prepare portable 3-panel display board, approximately 72Wx30H in size.

10.3.1 Left panel to include: Purpose, Problem and Procedure.

10.3.2 Center panel to include: Title, Illustrations/Photos and/or Graphics/Charts.

10.3.3 Right panel to include: Results and Conclusions.

d. See the data item description (DI-ADMIN-81373), at the Internet address below, for instructions on completing the required presentation material.

http://131.82.253.19/docimages/0001/58/88/81373.PD2

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: