

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 49
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2. Contract (Proc. Inst. Ident) No. DAAE07-03-C-T021	3. Effective Date 2003APR11	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM AMSTA-AQ-ADBB DONALD ALEXANDER (586)574-5013 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: ALEXANDD@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) DCMA ATLANTA 805 WALKER ST, SUITE 1 MARIETTA, GA 30060-2789 SCD C PAS NONE ADP PT HQ0338	Code S1103A
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7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) JCB INC. 2000 BAMFORD BOULEVARD POOLER, GA 31322-9504 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE 9. Discount For Prompt Payment Net 30 Days 10. Submit Invoices (4 Copies Unless Otherwise Specified) Item 12 To The Address Shown In:
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Code OJKFO	Facility Code	11. Ship To/Mark For SEE SCHEDULE
		12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264

13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data SEE SECTION G
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Research and Development Contracts					
Contract Expiration Date: 2005JUN30				15G. Total Amount Of Contract \$2,727,597.00	

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	37
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	24	X	J	List of Attachments	49
X	D	Packaging and Marking	29	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	30	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	31	L	Instrs., Conds., and Notices to Offerors		
X	G	Contract Administration Data	33	M	Evaluation Factors for Award		
X	H	Special Contract Requirements	34				

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer M. J. FRANZEN FRANZENM@TACOM.ARMY.MIL (810)574-6304
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2003APR11

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

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PIIN/SIIN DAAE07-03-C-T021

MOD/AMD

Name of Offeror or Contractor: JCB INC.

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
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(a) Contract Number DAAE07-03-C-T021 is awarded to JCB Inc. The Government accepts your proposal dated 26 March 2003 in response to Solicitation Number: DAAE07-02-R-T132, signed by Nigel Stansfield, Government Sales of your company.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4028, INSPECTION POINT: Destination

Shipping Characteristics: Commercial

Others: N/A

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: Amendments 0001 through 0012

[End of Clause]

A-2	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002
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This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

A-3	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

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

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of

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Name of Offeror or Contractor: JCB INC.

contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-4 52.204-4232 PUBLIC ACTIVITY INVOLVEMENT DEC/2002
(TACOM)

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION PROVEOUT TEST VEHICLES</u>	7	MO	\$ 340,304.28570	\$ 2,382,130.00
	NOUN: HMEE PRODUCTION REP VEHICLE PRON: E132C202EH PRON AMD: 02 ACRN: AA AMS CD: 654804H0100				
	High Mobility Engineer Excavator (HMEE) vehicles in accordance with Section C Paragraph C.2.1, Purchase Description (PD) 2301 dated 04 December 2002, Section J Attachment 001 and Clause H.19 "Government Lease of Contractor Owned High Mobility Engineer Excavator".				
	F.E.T. is not Applicable Registration Numbers will not be Provided				
	(End of narrative B001)				
	<u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACHMENT 001 PD2301 TOP DRAWING NR: ATPD 2301 DATE: 04-DEC-2002				
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
0001AB	Option Months Enter the monthly rent for HMEE vehicles for the Eighth month (option) November 2004	1	MO	\$ 11,733.00	\$ 11,733.00
0001AC	Enter the monthly rent for HMEE vehicles for the Ninth month (option) December 2004	1	MO	\$ 11,733.00	\$ 11,733.00
0001AD	Enter the monthly rent for HMEE vehicles for the Tenth month (option) January 2005	1	MO	\$ 11,733.00	\$ 11,733.00
0001AE	Enter the monthly rent for HMEE vehicles for the Eleventh month (option) February 2005	1	MO	\$ 11,733.00	\$ 11,733.00
0001AF	Enter the monthly rent for HMEE vehicles for the Twelveth month (option) March 2005	1	MO	\$ 11,733.00	\$ 11,733.00
0001AG	Enter the monthly rent for HMEE vehicles for the Thirteenth month (option) April 2005	1	MO	\$ 11,733.00	\$ 11,733.00
	(End of narrative D001)				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0002AA	<p><u>PRODUCTION PROVEOUT TEST COMPONENT</u></p> <p>NOUN: FORKLIFT ATTACHMENT PRON: E132C206EH PRON AMD: 02 ACRN: AA AMS CD: 654804H0100</p> <p>High Mobility Engineer Excavator (HMEE) vehicles Forklift Attachment in accordance with Section C Paragraph C.3, Purchase Description (PD) 2301 dated 04 December 2002, Section J Attachment 001 and Clause H.19 "Government Lease of Contractor Owned High Mobility Engineer Excavator" (Forklift Attachment).</p> <p>F.E.T. is not Applicable Registration Numbers will not be Provided</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACHMENT 001 PD2301 TOP DRAWING NR: ATPD 2301 DATE: 04-DEC-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>	7	MO	\$ 108.00000	\$ 756.00
0002AB	Option Months Enter the monthly rent for HMEE Forklift for the Eighth month (option) November 2004	1	MO	\$ 108.00	\$ 108.00
0002AC	Enter the monthly rent for HMEE Forklift for the Ninth month (option) December 2004	1	MO	\$ 108.00	\$ 108.00
0002AD	Enter the monthly rent for HMEE Forklift for the Tenth month (option) January 2005	1	MO	\$ 108.00	\$ 108.00
0002AE	Enter the monthly rent for HMEE Forklift for the Eleventh month (option) February 2005	1	MO	\$ 108.00	\$ 108.00
0002AF	Enter the monthly rent for HMEE Forklift for the Twelveth month (option) March 2005	1	MO	\$ 108.00	\$ 108.00
0002AG	Enter the monthly rent for HMEE Forklift for the Thirteenth month (option) April 2005	1	MO	\$ 108.00	\$ 108.00
	(End of narrative D001)				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0003AA	<p><u>PRODUCTION PROVEOUT TEST COMPONENT</u></p> <p>NOUN: AUGER ATTACHMENT PRON: E132C207EH PRON AMD: 02 ACRN: AA AMS CD: 654804H0100</p> <p>High Mobility Engineer Excavator (HMEE) vehicles Auger Attachment in accordance Section C Paragraph C.3, Purchase Description (PD) 2301 dated 04 December 2002, Section J Attachment 001 and Clause H.19 "Government Lease of Contractor Owned High Mobility Engineer Excavator" (Auger Attachment).</p> <p>F.E.T. is not Applicable Registration Numbers will not be Provided</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACHMENT 001 PD2301 TOP DRAWING NR: ATPD 2301 DATE: 04-DEC-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>	7	MO	\$ 81.00000	\$ 567.00
0003AB	Option Months Enter the monthly rent for HMEE Auger Attachment for the Eighth month (option) November 2004	1	MO	\$ 81.00	\$ 81.00
0003AC	Enter the monthly rent for HMEE Auger Attachment for the Ninth month (option) December 2004	1	MO	\$ 81.00	\$ 81.00
0003AD	Enter the monthly rent for HMEE Auger Attachment for the Tenth month (option) January 2005	1	MO	\$ 81.00	\$ 81.00
0003AE	Enter the monthly rent for HMEE Auger Attachment for the Eleventh month (option) February 2005	1	MO	\$ 81.00	\$ 81.00
0003AF	Enter the monthly rent for HMEE Auger Attachment for the Twelveth month (option) March 2005	1	MO	\$ 81.00	\$ 81.00
0003AG	Enter the monthly rent for HMEE Auger Attachment for the Thirteenth month (option) April 2005	1	MO	\$ 81.00	\$ 81.00
	(End of narrative D001)				

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0004AA	<p><u>PRODUCTION PROVEOUT TEST COMPONENT</u></p> <p>NOUN: TOOL ATTACHMENT PRON: E132C213EH PRON AMD: 02 ACRN: AA AMS CD: 654804H0100</p> <p>High Mobility Engineer Excavator (HMEE) vehicles Tool Attachment in accordance with Section C paragraph C.3, Purchase Description (PD) 2301 dated 04 December 2002, Section J Attachment 001 and Clause H.19 "Government Lease of Contractor Owned High Mobility Engineer Excavator" (Tool Attachment).</p> <p>F.E.T. is not Applicable Registration Numbers will not be Provided</p> <p>(End of narrative B001)</p>	7	MO	\$ 255.00000	\$ 1,785.00
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACHMENT 001 PD2301 TOP DRAWING NR: ATPD 2301 DATE: 04-DEC-2002</p>				
	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>				
0004AB	Option Months Enter the monthly rent for HMEE Tool Attachments for the Eighth month (option) November 2004	1	MO	\$ 255.00	\$ 255.00
0004AC	Enter the monthly rent for HMEE Tool Attachments for the Ninth month (option) December 2004	1	MO	\$ 255.00	\$ 255.00
0004AD	Enter the monthly rent for HMEE Tool Attachments for the Tenth month (option) January 2005	1	MO	\$ 255.00	\$ 255.00
0004AE	Enter the monthly rent for HMEE Tool Attachments for the Eleventh month (option) February 2005	1	MO	\$ 255.00	\$ 255.00
0004AF	Enter the monthly rent for HMEE Tool Attachments for the Twelveth month (option) March 2005	1	MO	\$ 255.00	\$ 255.00
0004AG	Enter the monthly rent for HMEE Tool Attachments for the Thirteenth month (option).	1	MO	\$ 255.00	\$ 255.00
	(End of narrative D001)				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0005AA	<p><u>PRODUCTION PROVEOUT TEST COMPONENT</u></p> <p>NOUN: ARTIC COLD WEATHER KIT PRON: EL32C218EH PRON AMD: 02 ACRN: AA AMS CD: 654804H0100</p> <p>High Mobility Engineer Excavator (HMEE) vehicles Arctic Cold Weather Kit in accordance with Section C paragraph C.3 Purchase Description (PD) 2301 dated 04 December 2002, Section J Attachment 001 and Clause H.19 "Government Lease of Contractor Owned High Mobility Engineer Excavator" (Arctic Cold Weather Kit).</p> <p>F.E.T. is not Applicable Registration Numbers will not be Provided</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATTACHMENT 001 PD2301 TOP DRAWING NR: ATPD 2301 DATE: 04-DEC-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Option Months</p>	7	MO	\$ 392.00000	\$ 2,744.00
0005AB	Enter the monthly rent for HMEE Arctic Cold Weather Kit for the Eighth month (option) November 2004	1	MO	\$ 392.00	\$ 392.00
0005AC	Enter the monthly rent for HMEE Arctic Cold Weather Kit for the Ninth month (option) December 2004	1	MO	\$ 392.00	\$ 392.00
0005AD	Enter the monthly rent for HMEE Arctic Cold Weather Kit for the Tenth month (option) January 2005	1	MO	\$ 392.00	\$ 392.00
0005AE	Enter the monthly rent for HMEE Arctic Cold Weather Kit for the Eleventh month (option) February 2005	1	MO	\$ 392.00	\$ 392.00
0005AF	Enter the monthly rent for HMEE Arctic Cold Weather Kit for the Twelveth month (option) March 2005	1	MO	\$ 392.00	\$ 392.00
0005AG	Enter the monthly rent for HMEE Arctic Cold Weather Kit for the Thirteenth month (option) April 2005	1	MO	\$ 392.00	\$ 392.00
	(End of narrative D001)				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0006	<p><u>CONTRACT DATA REQUIREMENTS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contract Data Requirements in accordance with Section C Clause C.6.2.1.1 Equipment Publications Manuals and Section J, Exhibit A DD Form 1423 A001 Contract Data Requirements List (CDRL). NOUN: CDRL A001 Operators Manual TM 5-2420-XXX-10 DEPARTMENT OF THE ARMY TECHNICAL MANUAL</p> <p>(End of narrative B001)</p>																													
A001	<p><u>DATM OPERATORS MANUAL</u></p> <p>NOUN: OPERATOR'S MANUAL SECURITY CLASS: Unclassified PRON: E132C221EH PRON AMD: 02 ACRN: AB AMS CD: 654804H0100</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: EXHIBIT A CDRL A001</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>000000</td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SHIP TO: See Paragraph F.5.a And CDRL A001</p> <p>(End of narrative F001)</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	SEE DD FORM 1423			1	EA	\$ 78,000.00000	\$ 78,000.00
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																										
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Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0007	<p><u>CONTRACTOR SUPPORT</u></p> <p>NOUN: CONTRACTOR SPT PROD PROVEOUT SECURITY CLASS: Unclassified</p> <p>PRON: E132C225EH PRON AMD: 02 ACRN: AB AMS CD: 654804H0100</p> <p>Contractor training in accordance with Clause C.6.3.1 Training for the Production Proveout Test.</p> <p>The F.O.B. Points, Delivery Schedules and Destinations are set forth in Section F.5.a of NOUN: Training Materials, Operator Security Class: Unclassified</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>15-APR-2004</td> </tr> </table> <p>\$ 10,300.00</p> <p>Place of Performance U.S. Army Aberdeen Aberdeen Test Center (ATC) Aberdeen Proving Ground (APG) Aberdeen Proving Ground, Md 21005-5059</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	15-APR-2004	1	EA		\$ 10,300.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	15-APR-2004												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0008	<p><u>CONTRACT DATA REQUIREMENTS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contract Data Requirements in accordance with Clauses C.6.3.2.1 and C.6.3.2.2 Training for the Limited User Test and Section J, Exhibit B, CDRL A002 and Section J, Exhibit C CDRL A003 Contract Data Requirements List (CDRL).</p> <p>(End of narrative B001)</p>																						
A002	<p><u>TRAINING MATERIAL, OPERATOR</u></p> <p>NOUN: TRAINING LIMITED USER TEST SECURITY CLASS: Unclassified PRON: E132C228EH PRON AMD: 01 ACRN: 9 AMS CD: 654804H0100</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: EXHIBIT B CDRL A002</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SHIP TO: See Paragraph F.5.a And CDRL A002</p> <p>(End of narrative F001)</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	SEE DD FORM 1423	1	EA	\$ ** NSP **	\$ ** NSP **
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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>TRAINING MATERIALS, MAINTENANCE</u></p> <p>NOUN: TRAINING LIMITED USER TEST SECURITY CLASS: Unclassified PRON: E132C228EH PRON AMD: 01 ACRN: 9 AMS CD: 654804H0100</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: EXHIBIT C CDRL A003</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SHIP TO: See Paragraph F.5.a And CDRL A003</p> <p>(End of narrative F001)</p>	1	EA	\$ ** NSP **	\$ ** NSP **

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0009	<p><u>CONTRACT DATA REQUIREMENTS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contract Data Requirements in accordance with Clause C.6.4 Transportability Report and DD Form 1423 A006 Exhibit F, Contract Data Requirements List (CDRL).</p> <p>(End of narrative B001)</p>																													
A004	<p><u>TRANSPORTABILITY REPORT</u></p> <p>NOUN: TRANSPORTABILITY REPORT SECURITY CLASS: Unclassified PRON: EL32C232EH PRON AMD: 02 ACRN: AB AMS CD: 654804H0100</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: EXHIBIT F CDRL A006</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SHIP TO: See Paragraph F.5.a And CDRL A006</p> <p>(End of narrative F001)</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001		000000		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	SEE DD FORM 1423			1	EA	\$ 19,836.00000	\$ 19,836.00
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Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0010	SECURITY CLASS: Unclassified																																								
0010AA	<p><u>CONTRACTOR SUPPORT</u></p> <p>NOUN: CONTRACTOR SPT OF GOV'T TESTI PRON: E132C237EH PRON AMD: 02 ACRN: AB AMS CD: 654804H0100</p> <p>Contractor monthly price for providing support of Government testing in accordance with paragraph C.6.5 Contractor Support of Government Testing, C.6.5.2, C.6.5.3 Contractor Support of Production Proveout Test.</p> <p>(End of narrative B001)</p>	5	MO		\$ 75,571.00																																				
0010AB	<p>Option Month CLINs Production Proveout Test (PPT) PPT Month 8 (Option) December 08 2004</p>	1	MO	\$ 13,544.00	\$ 13,544.00																																				
0010AC	<p>Production Proveout Test (PPT) PPT Month 9 (Option) January 08 2005</p>	1	MO	\$ 13,544.00	\$ 13,544.00																																				
0010AD	<p>Production Proveout Test (PPT) PPT Month 10 (Option) February 08 2005</p>	1	MO	\$ 13,544.00	\$ 13,544.00																																				
0010AE	<p>Production Proveout Test (PPT) PPT Month 11 (Option) March 08 2005</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>08-MAY-2004</td> </tr> <tr> <td></td> <td>\$ 15,114.20</td> <td></td> </tr> </table> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>002</td> <td>1</td> <td>08-JUN-2004</td> </tr> <tr> <td></td> <td>\$ 15,114.20</td> <td></td> </tr> </table> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>003</td> <td>1</td> <td>08-JUL-2004</td> </tr> <tr> <td></td> <td>\$ 15,114.20</td> <td></td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	08-MAY-2004		\$ 15,114.20		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	002	1	08-JUN-2004		\$ 15,114.20		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	003	1	08-JUL-2004		\$ 15,114.20		1	MO	\$ 13,544.00	\$ 13,544.00
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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0010AF	<p><u>CONTRACTOR SUPPORT</u></p> <p>NOUN: CONTRACTOR SPT OF GOV'T TESTI PRON: E132C237EH PRON AMD: 02 ACRN: AB AMS CD: 654804H0100</p> <p>Contractor monthly price for providing support of Government testing in accordance with paragraph C.6.5.4 Contractor Support of Limited User Test.</p> <p>(End of narrative B001)</p>	2	MO		\$ 26,908.00												
0010AG	<p>Option Month CLINs Limited User Test (LUT) Month 3 (Option) April 08 2005</p>	1	MO	\$ 13,544.00	\$ 13,544.00												
0010AH	<p>Limited User Test (LUT) Month 4 (Option) May 08 2005</p> <p>(End of narrative D001)</p>	1	MO	\$ 13,544.00	\$ 13,544.00												
<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>																	
<p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>08-OCT-2004</td> </tr> <tr> <td></td> <td>\$ 13,454.00</td> <td></td> </tr> </table>						DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	08-OCT-2004		\$ 13,454.00	
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002	1	08-NOV-2004															
	\$ 13,454.00																
<p>Place of Performance: U.S. Army Aberdeen Aberdeen Test Center (ATC) Aberdeen Proving Ground (APG) Aberdeen Proving Ground, Md. 21005-5059</p> <p>(End of narrative F001)</p>																	

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Reference No. of Document Being Continued
 PIIN/SIIN DAAE07-03-C-T021 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0011	<p><u>CONTRACT DATA REQUIREMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contract Data Requirements in accordance with Clause C.6.5.4.1.3 Supportability Demonstration Plan and Section J, Exhibit E, DD Form 1423 A005, Contract Data Requirements List (CDRL).</p> <p>(End of narrative B001)</p>																						
A005	<p><u>SUPPORTABILITY DEMO PLAN</u></p> <p>NOUN: SUPPORTABILITY DEMONSTRATION SECURITY CLASS: Unclassified PRON: E132C240EH PRON AMD: 01 ACRN: 9 AMS CD: 654804H0100</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: EXHIBIT E CDRL A005</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SHIP TO: See Paragraph F.5.a And CDRL A005</p> <p>(End of narrative F001)</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	SEE DD FORM 1423	1	EA	\$ ** NSP **	\$ ** NSP **
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																				
0012	<p><u>CONTRACT DATA REQUIREMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contract Data Requirements in accordance with Clause C.7.2 Safety Assessment Report (SAR) and Section J, Exhibit D, DD Form 1423 A004 Contract Data Requirements List (CDRL).</p> <p>(End of narrative B001)</p>																								
A006	<p><u>SAFETY ASSESSMENT REPORT (SAR) JCB 200</u></p> <p>NOUN: SAFETY ASSESSMENT REPORT SECURITY CLASS: Unclassified PRON: EL32C244EH PRON AMD: 02 ACRN: AB AMS CD: 654804H0100</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: EXHIBIT D A004</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SHIP TO: See Paragraph F.5.a And CDRL A004</p> <p>(End of narrative F001)</p>	DOC	SUPPL			<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>	001		000000	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>		001	1	SEE DD FORM 1423		1	EA	\$ 129,000.00000	\$ 129,000.00
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Name of Offeror or Contractor: JCB INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope: This statement of work describes Government and Contractor responsibilities in support of the HMEE program. The support effort includes providing production representative vehicles for developmental and operational testing, developing technical manuals, training of Government personnel, and providing on-site technical personnel to support the Government's System Demonstration Test.

C.2 HIGH MOBILITY ENGINEER EXCAVATOR (HMEE) PRODUCTION REPRESENTATIVE VEHICLE (CLIN 0001)

C.2.1 Three (3) Type I (Heavy) High Mobility Engineer Excavator (HMEE) production representative vehicles shall be provided in accordance with Section J, Attachment 001, Purchase Description (PD) 2301 Type I (Heavy) and clause H-19 "Government Lease of Contractor Owned High Mobility Engineer Excavators and attachments" for a period of up to seven to thirteen months. All vehicles shall be the same configuration. The DoD Index of Specifications and Standards (DODISS) in effect at time of Contract award is the issue that will be used.

C.2.2 At the contractor's discretion, these items are not required on the Phase 1 (SD) vehicles. The PD requirements listed below must be addressed in your Phase 1 (SD) proposal, provided in the Phase 2 (Production) vehicles and demonstrated during the production contract Production Verification Test/First Article Test.

PD paragraph	Requirement
3.2.1.5	Finish
3.6.6	Marking

C.3 ATTACHMENTS AND KITS: One (1) forklift attachment (CLIN 0002) per contractor shall be provided in accordance with paragraph 3.2.4.1.2 of PD 2301, one (1) auger attachment (CLIN 0003) per contractor shall be provided in accordance with paragraph 3.2.4.2.3 of PD 2301, one (1) set of tool attachments (CLIN 0004) per contractor shall be provided in accordance with paragraph 3.2.4.3 of PD 2301 and one (1) Arctic Cold Weather kit (CLIN 0005) per contractor shall be provided in accordance with paragraph 3.3.1.2 of PD 2301. (See Attachment 001 and clause H-19 "Government Lease of Contractor Owned High Mobility Engineer Excavators and attachments")

C.4 DATA DELIVERIES

C.4.1 The contractor shall deliver all data in English, in accordance with the DD Forms 1423. The contractor shall deliver all data electronically via diskette or electronic mail in MS Office Suite and Windows compatible format, unless otherwise specified in the contract. The government will provide electronic mail addresses during the Start of Work Meeting.

C.4.2 When the contractor is delivering data using paper as the media, the contractor will deliver the quantities of data on the CDRLs listed in Section J, Exhibits A through F. When the contractor uses electronic media, only one copy of the data will be delivered to each address on the CDRL.

C.4.3 All tailored Data Item Descriptions (DIDs) are part of the Contract (Attached to CDRL's) and identified by a (T) after the DID number. Non-tailored DIDs may be obtained from the following website: <http://astimage.daps.dla.mil/online/new/>. Click on the "Quick Search" link.

C.5 CONFERENCES

C.5.1 Start of Work Conference: The contractor shall participate in a two day Start of Work conference in Warren, MI within thirty (30) days after contract award. The purpose of this conference is to review all statements of work, data requirements and the program schedule to assure a complete understanding of the requirements. The Government and the contractor will agree to the date of the start of work conference and the agenda. Minutes will be prepared by the Government.

C.5.2 Integrated Product Team (IPT): Joint Government/Contractor IPTs shall be established to serve as the primary management tool for monitoring contract status. The IPT shall provide a means for coordinating and monitoring schedules and contract performance and CAIV updates thereby insuring adequacy, timeliness, and compliance with contractual requirements. The first IPT will be held concurrently with the start of work conference. The remainder will be held quarterly until the completion of testing. The Government will host all IPTs. The contractor shall provide appropriate representative(s) to attend meetings. An agenda will be developed jointly with the contractor and the Government at least 5 days before the meeting. Each IPT meeting will last up to two days.

C.6 INTEGRATED LOGISTICS SUPPORT (ILS)

C.6.1 Logistics Management: The contractor shall present an overview of his plan to manage and develop logistics products and services at the start of work meeting. The contractor shall participate in Government scheduled Supportability Integrated Product Team (SIPT) meetings as necessary.

C.6.2 Equipment Publications, Technical Manuals (TM) (CLIN 0006)

C.6.2.1 The contractor shall use the military performance standard, MIL-STD-40051A(TM) (Attachment 003) for guidelines and examples of the TM content and format that meet Army requirements. This all inclusive standard includes information on TM preparation and assembly,

Name of Offeror or Contractor: JCB INC.

introduction, theory, operation, troubleshooting, maintenance, repair parts and special tools lists and supporting information. The contractor shall prepare and deliver the following:

C.6.2.1.1 TM 5-2420-XXX-10, Operator's Manual (ELIN A001): This manual will cover the operation and operator maintenance of the HMEE and its attachments. The manual shall be prepared in DATM format IAW with MIL-STD-40051A (TM), and Attachment 003. This manual shall be delivered as a validated draft IAW Section J, Exhibit A, CDRL A001. The Government reserves the right to witness the contractor's validation.

C.6.3 Test Support Training

C.6.3.1 Training for the Production Proveout Test (PPT) (CLIN 0007): The contractor shall develop a training package and conduct an introductory training course to the vehicle for Government PPT test support personnel (technical testers and data collectors) before initial PPT testing. The contractor and Government will negotiate training dates. The training will cover system operation, operator level maintenance, safety and controls required to safely operate the vehicle. The training shall be at least 50% hands on training. The maximum length of the training class will be 18 hours with a maximum of 12 students per class. The training shall be conducted at an APG facility negotiated by the Government.

C.6.3.2 Training for the Limited User Test (LUT)

C.6.3.2.1 Operator Training (CLIN 0008 ELIN A002): The contractor shall develop a training package and conduct an operator training course for Government personnel and test participants (soldiers), who will conduct the LUT. Training dates and locations at ATC will be negotiated between the contractor and Government. The training course will cover system operating principles and procedures, characteristics, capabilities and limitations, operator maintenance and safety. At the conclusion of the training, all operators shall be able to properly and safely operate the vehicle. The maximum length of the training class is 40 hours with a maximum of 12 students per class. The training package shall be delivered in accordance with Section J, Exhibit B, CDRL A002. The following is a sample of an operator training course outline and may be used as a guide.

- Vehicle Introduction and Familiarization
- Controls and Instrumentation
- Safety Practices and Procedures
- Operator Preventive Maintenance Checks & Services (PMCS) - Before Operation of the Vehicle
- Operator PMCS - During Operation of the Vehicle
- Operator PMCS - After Operation of the Vehicle
- Installation, Operation, and Disconnection of the Attachments & Attachment PMCS
- Maintenance of Significant Items (Include anticipated problem areas and items required to be maintained during the test.)
- Training Review and Critique

C.6.3.2.2 Maintainer Training (CLIN 0008 ELIN A003): Develop a training package and conduct training course to cover the unit level maintenance, troubleshooting and repair procedures required to satisfy Government testing. The maintainer training will be a simple orientation of the vehicle, its major components, the uniqueness of the system, diagnostics/troubleshooting, theory of operation and its maintainability features. This training shall last no more than 16 hours. The training package shall be delivered in accordance with Section J, Exhibit C, CDRL A003.

C.6.4 TRANSPORTABILITY REPORT (CLIN 0009 ELIN A004): The contractor shall submit a Transportability Report that includes the information requested on DI-PACK 80880B (T) in accordance with Section J, Exhibit F, CDRL A006.

C.6.5 CONTRACTOR SUPPORT OF GOVERNMENT TESTING (CLIN 0010): The contractor shall support Government testing for the entire length of the lease.

C.6.5.1 The government will provide grease, oil and lubricants, shop facilities, training facilities and heavy lift capability as required in support of test.

C.6.5.2 The contractor shall provide all other support to include all parts required to perform scheduled maintenance, all part(s) that may require replacement due to failure, special tools with a transportable means of storage, technical personnel and other requirements to support government testing on an "as-needed" basis. The contractor's representative(s) will provide advice, troubleshooting, maintenance assistance and perform repairs when needed. The contractor must be at the test site within 24 hours of notification by the government and without any additional cost to the government. The contractor shall also provide Commercial Off-The-Shelf maintenance

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procedures for the vehicle that will cover maintenance of the HMEE and its attachments at the Army Unit Level (-20) of maintenance (including, but not limited to, the maintenance procedures for tasks listed in C.6.5.4.1.1). This data will be in the contractor's format.

C.6.5.3 Contractor Support of the PPT: The contractor shall be responsible for providing all support on the HMEE candidate vehicles in accordance with paragraph C.6.5.2 above.

C.6.5.4 Contractor Support of the LUT: During the LUT, the Government wants to receive unit level maintenance comments on the systems. Government unit maintenance personnel will make initial attempts at troubleshooting and fixing any unit level maintenance problems. These attempts will be made with the contractor technical personnel present. The contractor will assist only when asked by the Government. However, the contractor may intervene, at their discretion, to prevent any damage to the equipment.

C.6.5.4.1 Supportability Demonstration: The contractor shall support and the Government shall conduct a Supportability Demonstration as part of the LUT. The demonstration will consist of nondestructive disassembly and assembly of vehicle components. The demonstration shall last no more than thirty days.

C.6.5.4.1.1 The following procedures will be performed by government soldiers during the Supportability Demonstration:

- All Crew level PMCS
- All Unit level PMCS
- Remove and replace starter
- Remove and replace fuel pump
- Remove and replace hydraulic pump
- Remove and replace muffler
- Remove and replace radiator
- Remove and replace alternator
- Remove and replace brake pad/shoe
- Remove and replace bucket lift cylinder
- Remove and replace backhoe bucket cylinder
- Remove and replace hydraulic hose reel

C.6.5.4.1.2 The objectives of the supportability demonstration are:

C.6.5.4.1.2.1 Review and analyze the system design for maintainability (time or ease to perform maintenance), the need for special tools and safety while operating or maintaining the system by recording and validating the following logistics parameters for each task performed as part of the supportability demonstration. No more than two (2) mechanics shall be required for each maintenance task.

- Task time
- Tools required
- Safety of maintenance procedures
- Accuracy and completeness of the maintenance procedures and operator's equipment publications

C.6.5.4.1.3 The contractor shall prepare a SD Plan (CLIN 0011) (ELIN A005). The plan shall include a day by day schedule of events. The plan shall be in the contractor's format and additional data may be added as required. The plan shall be delivered IAW Section J, Exhibit E, CDRL A005.

C.7 SAFETY ENGINEERING AND HEALTH HAZARDS

C.7.1 Safety Engineering Principles: The contractor shall address the Safety and Health requirements of the PD in technical reviews. The contractor shall follow good safety engineering practices in establishing the HMEE designs and operational procedures, to include modifications to commercial components. The contractor shall use MIL-STD-882C in determining whether safety-engineering objectives are met. As a minimum, the contractor shall do the following:

C.7.1.1 Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the HMEE.

C.7.1.2 Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.

C.7.1.3 Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards to be considered include: high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.

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C.7.1.4 Assure that suitable warning and caution notes are included in instructions/manuals for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.

C.7.2 Safety Assessment Report (SAR) (CLIN 0012 ELIN A006): As a result of system safety analyses, hazard evaluations, and any contractor independent testing, the contractor shall perform and document a safety and health hazard assessment. The safety (and health hazard) assessment shall identify all safety features of the hardware, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by our test agencies and system users. Identified hazards shall have recommended engineering controls, equipment, and/or protective procedures to reduce the associated risk. It shall also outline any operations, maintenance and transport procedures needed by the test agencies and the system user. Assessments shall include consideration of the generation of hazardous wastes. The contractor shall prepare the SAR in accordance with Section J, Exhibit D, CDRL A004 DI-SAPT-80102B. The contractor shall identify Health Hazards associated with the system and incorporate them into the SAR. MIL-STD-882C shall be used in the preparation of the Safety Assessment Report and Health Hazard Assessment. In preparing the health hazard portion of the Safety Assessment Report, the contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component. The contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the SAR copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. Identify all data sources for the SAR. Examples of hazards to be included in the report are:

C.7.2.1 Sharp edges/moving parts.

C.7.2.2 Noise: Identify any hearing protection and type required, (e.g., single, double, muffs, or plugs). Identify the 85-dB (A) noise profile around the vehicle.

C.7.2.3 Electrical issues.

C.7.2.4 Whole body vibration: Provide test data, or perform equivalent testing, conforming to the guidelines and measuring procedures set forth in ISO2631-1 and SAEJ1013.

C.7.2.5 Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.

C.7.2.6 Chemical hazards: (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiates, including oxygen deficiencies, respiratory irritants, etc.).

C.7.2.7 Physical hazards: (e.g., acoustical energy, heat or cold stress, ionizing and non-ionizing radiation).

C.7.2.8 Biological hazards: (e.g., bacteria, fungi, etc.).

C.7.2.9 Ergonomic hazards: (e.g., lifting requirements, task saturation, etc.).

C.7.2.10 Material Safety Data Sheets for chemicals and hazardous materials.

C.7.3 The SAR shall address:

C.7.3.1 System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance.

C.7.3.2 When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective and measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).

C.7.3.3 Potential non- or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non- or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non- or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.

C.7.3.4 Hazardous material data: The HHA shall describe the means for identifying and tracking information for each hazardous material.

C.7.3.5 The HHA part of the SAR shall:

C.7.3.5.1 Identify the hazardous materials by name(s); the affected system components and processes; the quantity, characteristics, and concentrations of the materials in the system; and source documents relating to the materials.

C.7.3.5.2 Determine under which conditions the hazardous materials can release or emit materials in a form that may be inhaled,

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ingested, absorbed by living organisms, or leached into the environment and if the materials pose a health threat.

C.7.3.5.3 Characterize material hazards and determine reference quantities and hazard ratings. Acute health, chronic health, carcinogenic, contact, flammability, reactivity and environmental hazards will be examined.

C.7.3.5.4 Estimate the expected usage rate of each hazardous material for each process or component for the subsystem, total system and program-wide impact.

C.7.3.5.5 Recommend the disposition of each hazardous material identified. If for any scale of operation the reference quantity is exceeded by the estimated usage rate, material substitution or altered processes shall be considered to reduce risks associated with the material hazards while evaluating the impact on program costs.

C.7.3.6 The contractor shall provide as part of the Safety Assessment Report the degree to which the vehicles supplied under this contract meet the following Federal Motor Vehicle Safety Standard for trucks over 10,000 lbs. GVW or for a vehicle of this weight class:

FMVSS 101	FMVSS 108	FMVSS 124	FMVSS 208
FMVSS 102	FMVSS 111	FMVSS 201	FMVSS 209
FMVSS 103	FMVSS 113	FMVSS 205	FMVSS 210
FMVSS 104	FMVSS 119	FMVSS 206	FMVSS 302
FMVSS 106	FMVSS 121	FMVSS 207	

As part of the SAR, the contractor, in contractor format, shall provide a cross-reference between a) obtained certifications and conducted testing to b) each listed FMVSS. The report shall contain tests that support compliance with FMVSS. It shall identify the degree of compliance with each FMVSS and discuss areas of each FMVSS, showing where the vehicle does not meet the standard".

Also, as part of the SAR, indicate compliance to SAE and ANSI for the vehicle type with a construction mission (Example: SAE/ANSI standards for the ROPS and hydraulics).

C.7.3.7 In the event the system is modified or procedural changes made after the final SAR is submitted, the contractor shall update the SAR to reflect those modifications or changes

C.8 COST AS AN INDEPENDENT VARIABLE (CAIV) REPORT

C.8.1 The contractor shall prepare a report updating the Phase I (SD) production price estimate. The status shall be briefed at the quarterly IPT meetings. The report shall be in contractor format and, as a minimum, include current estimated production price per vehicle, potential additional costs to meet requirements and/or desired capabilities, any cost or performance trade-offs the contractor may propose and all other costs that will affect the total hardware price per HMEE. The report will reflect any changes in cost and the reason for the change.

C.8.1.1 The contractor shall also prepare, as part of the CAIV report, an Economic Order Quantities chart. The contractor shall provide various production levels per month and the estimated hardware costs for each production year. This will aid the Government's program manager in an attempt to budget for the most economic order quantity in conjunction with the Department of the Army. (See Attachment 004)

C.9 TEST INCIDENT REPORTS (TIRS) (DA Pamphlet 73-1, Chapter 10): Test Incident Reports (TIRS) are the means by which data collected during Government testing will be reported. The Government will prepare TIRS in accordance with DA Pamphlet 73-1 the Army Test Incident Reporting System (ATIRS) at URL: (<http://vision.atc.army.mil/atirs/support>). Contractors shall gain access to ATIRS for the duration of the contract. The Government will input TIRS into the ATIRS system. The contractor is responsible for accessing ATIRS and obtaining all TIRS issued under this contract. The POCs for the ATIRS at Aberdeen Test center (ATC), Aberdeen, Maryland, are listed on the web page. The Government shall provide the ATIRS software at the contractor's request in accordance with the instructions at the ATIRS web site. As part of the Phase 2 (Production) proposal, the contractor shall respond to all TIRs that are categorized as critical, major, and minor using a Failure Analysis and Corrective Action Report.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 REQUIREMENTS

The equipment shall be processed for shipment and storage in accordance with shipment and storage instructions prepared by the contractor and approved by the Government.

D.1.1 Immediate Use.

Manufacturers standard commercial procedures shall be used provided they will protect equipment for immediate shipment and use, Continental United States only, and for unheated warehouse storage not to exceed 90 consecutive days from the acceptance date, all OCONUS shipments must be stowed below deck.

Basic Issue Items (BII)

BII shall be packaged separate. Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Items susceptible to corrosion or deterioration shall be provided protection. Items requiring protection from physical and mechanical damage or which are fragile shall be protected in such a manner as to mitigate shock and vibration to prevent damage during handling and shipment. BII shall be stowed together in such a manner to prevent damage to the HMEE and to minimize pilferage. Contractor will be responsible for any damage and pilferage caused by stowage location.

Miscellaneous Preservation

All exposed oil can points such as, but not limited to levers, hinges, hinge pins, locking pins, wing nuts, linkage and threaded ends of yokes, working mechanisms such as padlocks, latches shall be preserved with a corrosion preventive coating. All exterior, unpainted surfaces and all bare surfaces, exposed by disassembly, shall be preserved with a waterborne corrosion preventive coating.

All removed items shall be preserved, packaged, packed, as appropriate, separate from the BII. The removed parts shall be secured in a manner to prevent movement and physical and environmental damage during shipment and storage. Parts removed shall be match -marked, when necessary, to facilitate reassembly.

Documents, Records and Forms

All technical manuals, lube orders, etc.. shall be sealed inside a waterproof bag. The DD Form 250 and one copy of DA Form 2258 shall be sealed inside a separate waterproof bag. Both documents shall be placed in a storage compartment prior to shipment.

Disassembly

To facilitate special equipment loading to the full capacity of the transportation conveyance, cube reduction, disassembly and preparation of the disassembled items shall be accomplished.

To the maximum extent possible, reduction in cube shall be in effect for shipment to ports, overseas, and/or to facilitate loading on the carrier. Parts vulnerable to damage and pilferage and projecting parts whose removal will accomplish reduction in cube, shall be removed and stored. Items that are removed, shall be preserved, packaged, and secured on the vehicle in a manner to prevent movement and damage during shipment and storage.

D.2 SPARE/REPAIR PARTS

All spare parts/SSP items will be packaged and packed to meet ASTM D3951. All parts shipped in the transport container will be blocked, braced, and secured to prevent damage to themselves or other parts. Contractor is responsible for making maximum cube utilization of the transport container. Any hazardous material shipped in the transport container must be properly stored, identified, and if necessary the transport container placarded in accordance with the Code of Federal Regulations, Title 49. Material Safety Data Sheets will be provided with the transport container for all hazardous materials. Hazardous material will be stowed closest to the entry doors for easy access.

D.3 SOFTWARE AND/OR TECHNICAL DATA

Software and /or technical data developed under this contract shall arrival at destination without any damage to the item. Software and technical data shall be marked with the name and address of the consignee and consignor and shall include the contract number.

D.4 MARKING

Marking For CONUS shipments: Include consignee and consignor. No identification or contract data markings are required. All special markings/Mark For will be provided by the contracting officer. The contractor is responsible for identification of all spare parts/SSP contained in the transport container. All parts in transport container must be readily identifiable. Transport container will contain a master parts listing that can be updated to reflect parts consumption and additions.

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

E.3 CONTRACTOR INSPECTION

E.3.1 The contractor shall be responsible for conducting the "Run-in" test in accordance with paragraph 4.5.1.3 from PD 2301 Dated 04 Dec 2002, in Section J, Attachment 001. The contractor shall be responsible for conducting the examination in accordance with paragraph 4.4 of PD2301 and attaching the results of the examination to the DD250. Government representative may witness this examination.

E.3.2 The contractor shall furnish 90 days advance notice to the following offices when the vehicles are to be inspected:

E.3.2.1 Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: SF AE-CSS-CM-C, Warren, MI 48397-5000.

E.3.2.2 Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-CJBB, Warren, MI 48397-5000.

E.3.2.3 Defense Contract Management Center (DCMC-QAR)

E.4 GOVERNMENT SYSTEM DEMONSTRATION TESTING

E.4.1 After successful completion of contractor run-in for the High Mobility Engineer Excavator (HMEE), the contractor shall ship up to three (3) Type I (Heavy) HMEE production representative vehicles to the Government test site, Aberdeen Test Center, Transportation Office.

E.4.2 The Government will not accept vehicles until they are assembled and fully operational. The contractor shall provide certification that the vehicles are ready for test and present a DD250 to the Government for acceptance at this time.

E.4.3 The System Demonstration (SD) Testing will consist entirely of Government testing. The Production Proveout Test (PPT) (technical testing) will be conducted at Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Maryland for approximately five (5) to nine (9) months. The Limited User Test (LUT) (operational testing) will be conducted at ATC for approximately two (2) to four (4) months. The Government reserves the right to change the location of either test depending on testing requirements. Such a change in testing location will be subject to an equitable adjustment.

E.4.3.1 Production Proveout Testing (PPT): During PPT testing, the Government intends to subject the HMEE to all testing identified in Section 4 of PD2301 with the following exceptions: 1) tests performed by the contractor as listed in paragraph E.3.1, 2) tests associated with attachments not purchased under this contract 3) the following paragraphs of PD2301:

4.5.11.5 Rain
4.5.11.6 Fungus
4.5.11.7 Sand/Dust

The Government reserves the right to perform these tests and/or to accept contractor test data.

E.4.3.2 Limited User Testing (LUT): The Government intends to conduct the LUT at a location TBD. The operators used during this test will be soldiers who currently operate this type of equipment. The testing will be designed to simulate operational scenarios. Testing should last for a period of approximately 2-4 months, including transportation time to and from the test site(s) and maintenance time. The Government will be responsible for transportation to and from the test sites.

E.5 CONTRACTOR INITIATED CHANGES DURING PHASE 1 (SD) TESTING AND IN PHASE 2 (PRODUCTION) PROPOSALS: Contractors may be allowed to make minor modifications during testing at ATC, provided they do not interfere with any test. If practical, depending on the test sequence and nature of the change, the Government will test any corrective changes and minor modifications for the remaining duration of the scheduled testing. All changes made on the test vehicles must be approved by the Government. The Government may extend testing for contractor initiated changes. In Phase 2 (Production) proposals, contractors will be limited to offering the HMEE which was tested during Phase I (SD). The only changes that will be allowed in Phase 2 (Production) proposals will be corrective actions and changes mandated by Federal Regulations or to meet PD requirements and desired capabilities which were not met or were not required to be demonstrated by the Phase I (SD) vehicle.

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F.4 F.O.B. POINT

a. F.O.B. for the HMEE Phase 1 (SD) vehicles and attachments under CLINs 0001 through 0005 shall be destination.

b. You are responsible for the cost of initial shipment of the HMEE and Attachments to the government test site. You shall also be responsible for all shipping expenses, if for any reason the HMEE needs to be returned to your facilities and shipped back to the test site.

F.5 SHIPPING ADDRESSES

a. The addresses for the data items (CLINs 0006, 0007, 0008, 0009, 0011, 0012) listed in the Contract Data Requirements List (CDRL), Section J, Exhibit A through Exhibit N are as follows:

Commander
U.S. Army Tank-automotive and Armaments Command
6501 East 11 Mile Road
ATTN: (office symbol listed below)
Warren, MI 48397-5000

E-Mail Addresses

AMSTA-CS-CZ	mcguirek@tacom.army.mil
SFAE-CSS-CM-C	homsys@tacom.army.mil
AMSTA-LC-CJCB	wiseg@tacom.army.mil
AMSTA-LC-CJCB	wiseg@tacom.army.mil
AMSTA-TR-E/ELE/21	smerdonb@tacom.army.mil
AMSTA-LC-CIFS	bedrat@tacom.army.mil

b. The shipping address for the HMEE Phase 1 vehicles, Operator level DATMs, and Attachments is as follows:

Aberdeen Test Center (ATC)
Aberdeen Proving Ground (APG)
Transportation Office
Bldg 507
Aberdeen Proving Ground, MD 21005-5059

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F.6 REQUIRED DELIVERY SCHEDULE

- a. You shall deliver data according to the Contract Data Requirements List (CDRL) in Section J, Exhibits A through F.
- b. You shall deliver the HMEE vehicles and attachments in time to arrive at the test site and certify that the vehicles are ready for test in accordance with clause E.2 "GOVERNMENT SYSTEM DEMONSTRATION TESTING (SD)" within 360 days after contract award. Acceleration of delivery is not acceptable without the specific written approval of the Procuring Contracting Officer (PCO).

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS_CD	OBLG ACRN STAT		ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
0001AA 654804H0100	E132C202EH	AA	2 21	32040000031C1C05P65480431E1 S20113	32C202	W56HZV \$	2,382,130.00	
0002AA 654804H0100	E132C206EH	AA	2 21	32040000031C1C05P65480431E1 S20113	32C206	W56HZV \$	756.00	
0003AA 654804H0100	E132C207EH	AA	2 21	32040000031C1C05P65480431E1 S20113	32C207	W56HZV \$	567.00	
0004AA 654804H0100	E132C213EH	AA	2 21	32040000031C1C05P65480431E1 S20113	32C213	W56HZV \$	1,785.00	
0005AA 654804H0100	E132C218EH	AA	2 21	32040000031C1C05P65480431E1 S20113	32C218	W56HZV \$	2,744.00	
0007 654804H0100	E132C225EH	AB	2 21	32040000031C1C05P654804255Y S20113	32C225	W56HZV \$	10,300.00	
0010AA 654804H0100	E132C237EH	AB	2 21	32040000031C1C05P654804255Y S20113	32C237	W56HZV \$	75,571.00	
0010AF 654804H0100	E132C237EH	AB	2 21	32040000031C1C05P654804255Y S20113	32C237	W56HZV \$	26,908.00	
A001 654804H0100	E132C221EH	AB	2 21	32040000031C1C05P654804255Y S20113	32C221	W56HZV \$	78,000.00	
A004 654804H0100	E132C232EH	AB	2 21	32040000031C1C05P654804255Y S20113	32C232	W56HZV \$	19,836.00	
A006 654804H0100	E132C244EH	AB	2 21	32040000031C1C05P654804255Y S20113	32C244	W56HZV \$	129,000.00	
TOTAL							\$	2,727,597.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 32040000031C1C05P65480431E1 S20113	W56HZV	\$ 2,387,982.00
Army	AB	21 32040000031C1C05P654804255Y S20113	W56HZV	\$ 339,615.00
TOTAL				\$ 2,727,597.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS	DEC/2002
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-8	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-9	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-10	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
H-11	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-12	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-13	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-14	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
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 transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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

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

[End of Clause]

H.18 Desired Characteristics required for Contract Performance in lieu of PD 2301 Threshold requirement.

List of Desired Requirements for this Contract:

PD reference	Offered in Proposal
PD - 3.3.2.3	- 55 mph on road speed
PD - 3.2.4.1.1	- 1.3 cy general purpose loader bucket
PD - 3.2.4.2.1	- .42 cy backhoe bucket
PD - 3.2.4.1.2	- 4400 lbs capacity on forklift at a 24 inch load center
PD - 3.2.4.2.3	- 30 inch bore diameter auger bit
PD - 3.2.4.2.1	- 14 ft dig depth of backhoe
PD - 3.4.3	- CH47 transportable in 2 lifts under 16000 lbs (prep time within 30 minutes)

H.19 GOVERNMENT LEASE OF CONTRACTOR OWNED HIGH MOBILITY ENGINEER EXCAVATOR AND ATTACHMENTS

a. The Contractor (the Lessor) shall lease to the Government (the Lessee), three (3) each Contractor-owned High Mobility Engineering Excavator (HMEE), one (1) Forklift Attachment, one (1) Auger Attachment, one (1) Tool Attachment and one (1) Arctic Cold Weather Kit. The HMEE and Attachments shall be tested by the Government in accordance with section E.2 Government System Demonstration Testing.

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b. The term of this lease shall commence when the Contractor has delivered to the government test site, Aberdeen Test Center, Transportation Office and the Government has accepted the three (3) HMEE vehicles and attachments. The date of the start of the lease shall be documented by the date of DD250 signed by the Government accepting the HMEE vehicles and attachments. The lease shall continue for seven (7) months with an option to add six (6) individual months.

c. During PPT testing, the Government intends to subject the HMEE to all demonstration testing identified in Section 4 of ATPD-2301 except as listed in clause C.2.2. The System Demonstration Testing will consist entirely of Government testing. The testing will be conducted at Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Maryland. Operators during this test may include soldiers who operate this type of equipment.

d. LEASE PAYMENTS (CLINS 0001 through 0005) The Government shall pay in accordance with the lease schedule set forth in Section B. The Offeror shall provide the following additional information below:

	HMEE PROTOTYPE	FORKLIFT ATTACHMENT	AUGER ATTACHMENT	TOOL ATTACHMENT	WINTERIZATION KIT
Acquisition Cost (New)	\$136,887 each	\$ 3,875 each	\$ 2,906 each	\$ 9,196 each	\$ 13,716 each
Accrued Depreciation (at time of Lease)	\$ 0 each	\$ 0 each	\$ 0 each	\$ 0 each	\$ 0 each
Estimated Useful Life	120 months	36 months	36 months	36 months	120 months
Residual Value at end of the lease	\$109,510 each	\$ 3,121 each	\$ 2,341 each	\$ 7,408 each	\$ 10,973 each

e. The Government is to return the HMEE vehicles and attachments in a condition as good as received less reasonable wear and tear for the intended testing. Should any HMEE be irreparably damaged through the negligence of the Government, the Government shall pay to the Contractor the net book value of the HMEE (Acquisition Cost (New) less Accrued Depreciation at time of lease, less any lease payments made), as identified herein.

f. At the end of the lease, the Government shall notify the Contractor in writing that it has completed testing and the equipment is being returned. The Contractor is responsible for taking physical possession of the HMEEs and attachments within ten working days of receipt of the Government's notice that the equipment is being returned. The Contractor is responsible for preparing the HMEEs and attachments for transportation, loading and all transportation of the HMEEs and the attachments after it has retaken possession of the vehicles and attachments.

(End of Clause)

H.20 GOVERNMENT OPTIONS

(a) The Government reserves the right to extend the term of the lease of any, or all, vehicles, and the attachments, and associated contractor support to test by up to six months, at the applicable monthly lease prices specified in the Schedule of Supplies/Services, Section B of the contract. The options may be exercised incrementally, in monthly increments, but in no case will the extension in the lease exceed six months. The Government may exercise these options at any time from the date of contract award through the last day of the sixth month of prototype testing, including any extensions as a result of incremental exercise of the options under this provision. The Government will notify the contractor 30 days prior to any extension to the lease term.

(b) The Government reserves the right to negotiate the acquisition of the leased vehicles and attachments, at the applicable prices (Residual Value) specified in Paragraph H.18 (d) above. The residual value is the value as of the end of the Seventh month of the lease. Should the Government exercise the option to extend the lease, the residual value listed in paragraph H.18 (d) will be reduced by any lease payments made under the exercised option. The Government may exercise this acquisition not later than 30 days after award of the Phase II production contract.

(End of Clause)

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H.21 VEHICLE LEASE PAYMENTS

(a) Upon the submission of proper invoices or vouchers, the Government shall pay rent on a monthly basis for each vehicle at the rates specified in section B of this contract.

(b) Rent shall accrue from the date the vehicles are delivered to the Aberdeen Test Center and shall continue until the expiration of the contract term or the termination of this contract.

(c) The Government will pay rent on the first day of each month for the length of the contract.

(End of Clause)

H.22 MARKING OF LEASED VEHICLES (Apr 1984) (52.208-6)

(a) The Government may place nonpermanent markings or decals, identifying the using agency, on each side, and on the front and rear bumpers, of any motor vehicle leased under this contract. The Government shall use markings or decals that are removable without damage to the vehicle.

(b) The Contractor may use placards for temporary identification of vehicles except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government of the Contractor.

(End of Clause)

H.22 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item, identified as Option. The Contracting Officer may exercise an option by written notice to the contractor within 30 days of the date of the option line item but no later than 15 days from the date of the option line item. CLINs 0001AB through 0005AG have been identified as option CLINs along with the corresponding CLIN 0010AB through 0010AE Contractor support of Government testing and CLIN 0010AG and 0010AH Contractor Support of Limited User Test.. Deliveries of the option CLINs will continue at the rate specified in the option CLIN ordered up unless the parties agree otherwise.

(End of Clause)

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-3	CONVICT LABOR	AUG/1996
I-25	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
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	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-37	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-38	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-40	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-41	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-44	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-45	52.232-1	PAYMENTS	APR/1984
I-46	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-48	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-49	52.232-11	EXTRAS	APR/1984
I-50	52.232-17	INTEREST	JUN/1996
I-51	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-52	52.232-25	PROMPT PAYMENT	FEB/2002
I-53	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-55	52.233-1	DISPUTES	JUL/2002
I-56	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-57	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-60	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-61	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-62	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-63	52.248-1	VALUE ENGINEERING	FEB/2000
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-65	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-70	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-71	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-72	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-74	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	MAR/1998
I-75	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-76	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
I-77	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-78	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-80	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-81	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-82	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-83	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-84	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-85	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-88	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

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

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

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

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

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

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

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

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

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

(c) Submit the cost portion of the proposal via the following electronic media: Microsoft Excel 97 or earlier.

[End of Clause]

I-89

52.219-10

INCENTIVE SUBCONTRACTING PROGRAM

OCT/2001

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive 10 percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the

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subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are not subject to the DISPUTES clause. Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

[End of Clause]

I-90

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-91

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY/2002

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

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

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

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

(c)

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

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

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

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contract.

[End of Clause]

I-92 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-93 252.204-7004 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-94 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

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

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

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

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

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

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

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

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

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

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

(b)

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

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

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

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

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(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-95 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/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]

I-96 52.239-4000 PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA JUN/1988
(TACOM)

(a) Definitions.

(1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.

(2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.

(i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only (FOUO) information.

(ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.

(3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.

(4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.

(5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).

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(6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system, project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(7) TERMINAL AREA SECURITY OFFICER (TASO): Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(b) Sensitivity Levels.

(1) For this contract, the sensitivity levels are as follows.

The Facility - Highly Sensitive

Sensitive

(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.

(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only'(FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

(ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.

(iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.

(iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.

(v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the

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disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.

(vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the employee file and a copy sent to the TACOM System Security Manager.

(5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.

(6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designated to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.

(i) SYSTEM ACCOUNTING: Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:

- (A) Job Accounting (ensures that programs perform only authorized functions).
- (B) Resource Accounting (provides for the use of resources).
- (C) Customer Accounting (identifies and records data requests from Government and Contractor employees).

(ii) AUDIT TRAIL: Describes manual and automated rosters and logs. Examples are:

- (A) System User Roster (lists personnel authorized access to the system).
- (B) Visitor Log (lists escorted visitors).
- (C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).

(iii) INTERNAL AUDITS: Initiates checks to computer access and interaction of the system. Examples are:

- (A) System Access Log (identifies entry to the system with name, data and time).
- (B) File Usage Log (lists opening and closing files).
- (C) Transmission Log (identifies terminal receiving requests and files).
- (D) Storage Log (records memory assigned).
- (E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of subplans which must be reflected in the Contractor's Continuity of Operations Plan.

- (A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as

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(i) a major fire in the computer room, (ii) a complete power failure in the middle of daily processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.

(B) Actions to be taken immediately after the emergency or extraordinary condition.

(C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASSO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

(A) Unexplainable output received at a terminal.

(B) Abnormal system response.

(C) Inconsistent or incomplete security marking.

(D) Unattended terminal device signed on.

(E) Unsuccessful attempts to log on from remote terminals.

(F) Extraneous data on computer print outs.

(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:

(A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.

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(B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.

(C) Will not communicate or transmit proprietary information to any unauthorized person or agency.

(D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 OPERATORS MANUAL	11-MAR-2002	001	
Exhibit B	CDRL A002 LUT OPERATOR TRAINING PACKAGE	11-MAR-2002	001	
Exhibit C	CDRL A003 LUT MAINTENANCE TRAINING PACKAGE	11-MAR-2002	001	
Exhibit D	CDRL A004 SAFETY ASSESSMENT REPORT	11-MAR-2002	001	
Exhibit E	CDRL A005 SUPPORTABILITY DEMONSTRATION (SD) PLAN	11-MAR-2002	001	
Exhibit F	CDRL A006 TRANSPORTABILITY REPORT	11-MAR-2002	001	
Attachment 001	ATPD-2301 HMEE	04-DEC-2002	059	
Attachment 002	USER PRIORITIZED REQUIREMENTS TEST LIST	21-AUG-2002	001	
Attachment 003	CLARIFICATION OF TABLE IN MIL-STD-40051A	30-OCT-2001	007	
Attachment 004	ECONOMIC ORDER QUANTITIES CHART	01-APR-2002	001	