

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 of 69
2. Contract No.	3. Solicitation No. W56HZV-04-R-0681	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004JUL09	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM WARREN AMSTA-AQ-ABGA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)	

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

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm (hour) local time 2004AUG13 (Date).

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

10. For Information Call:	Name ROSALIE WILLIAMSON E-mail address: WILLIARO@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586)574-8089
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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-R-0681 MOD/AMD	Page 2 of 69
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(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 and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help 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 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-2 52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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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]

A-3 52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and service to accomplish the task specified in Section C "Scope of Work"</p> <p>Est Cost: Fixed Fee: Total Cost:</p> <p>Level of Effort: 4,600 Manhours</p> <p>(End of narrative B001)</p>				<p>\$ _____</p>

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Introduction

This statement of work describes the scope and content of the technical services to assist the Next Generation Software Technology Area (NextGen) and Vetronics Technology Area (VTA) in their in-service engineering and Science and Technology missions. These missions emphasize technical engineering in support of Program Managers within PEO-Ground Combat Systems including PM-Combat Systems, PM-Brigade Combat Team, PM Future Combat System, PM Unmanned Ground Vehicles and TARDEC Science and Technology Objective (STO) and Advanced Technology Demonstrator (ATD) programs. The technical engineering services include Post Deployment Software Support (PDSS), Lifecycle software engineering support to the Program Managers in the acquisition and development of their main weapon systems platforms, and support of the Crew integration & Automation Testbed (CAT), Robotic Follower (RF), Technology for Human-Robot Interactions (HRI) in Soldier-Robot Teaming, the ARV Robotic Technologies (ART) STO, and the Advanced Mobile integrated Power System (AMPS) STO.

C.2 Objectives

The contractor shall provide, on a work directive basis, the required expertise to support NextGen/VTA personnel in performing and completing their missions. The contractor shall act as a consultant in advising NextGen/VTA personnel on technical and programmatic issues. The contractor shall provide the required support working as an independent contractor and not as an employee of the Government.

C.3 Work Areas

The contractor shall implement a System Engineering approach toward analyzing, developing, and enhancing TARDECs ongoing programs. The areas that shall be the focus of the contractors efforts include engineering analyses, system requirements definition, system design, system fabrication, software development, system integration, system testing, system maintenance, conduct of experiments, software process engineering, Lifecycle Software Engineering, and System Enhancement. The contractor shall maintain and upgrade NextGen and or VTA labs including the Next Generation Software Engineering Laboratory, the Embedded Simulation Laboratory (ESL), the CAT Systems Integration Laboratory (SIL), and the Vetronics Architecture Laboratory (VAL). The contractor shall develop software applications, laboratory tools and vehicle systems to support NextGen and or VTA programs. The contractor shall supply the required resources to perform the following system engineering tasks in support of NextGen and or VTA technology and PM matrix support programs. The contractor shall investigate, analyze and consider cost variables and affordability issues and conduct cost/technical trade off analysis as required to support each work area.

C.3.1 Engineering Analyses

The contractor shall perform engineering analyses including technology surveys, trade studies, architecture evaluations, and cost modeling. The contractor shall develop domain models to support analysis of systems. The results of the analysis shall be documented in a technical report (DI-MISC-80508) and presented at a program review.

C.3.2 System Requirements Definition

The contractor shall perform a system requirements analysis for either new systems or new applications of an existing system. The analysis shall include functional, performance and environmental requirements. The contractor shall consider the system users requirements and growth capability. The results of the analysis shall be documented in a technical report (DI-MISC-80508) and presented at a program review.

C.3.3 System Design

The contractor shall generate a design based on the systems functional and performance requirements. The contractor shall be capable of allocating functions to hardware and software through engineering synthesis. The contractor shall investigate existing and future technologies as part of the system engineering process. The contractor shall use concurrent engineering practices that include but are not limited to, human factors engineering, packaging engineering, and software engineering in the generation of a design that will meet all the system requirements.

C.3.4 System Fabrication

The contractor shall produce electronic components and assemble these components into the specified system configuration.

C.3.5 Software Development

The contractor shall develop software code and modify existing code. The code shall be written using software languages and coding procedures as specified in the work directive. The software code shall be documented in accordance with the work directive. The contractor shall deliver all software developed under this contract on the electronic media dictated by the work directive. Delivery of the documentation (DI-MISC-80508) shall be thirty days after it has undergone testing and again at the end of the contract.

Name of Offeror or Contractor:**C.3.6 System Integration**

The contractor shall perform hardware/software integration, subsystem and system integration. The contractor shall assure that all hardware components, software modules and subsystems within the system are communicating and performing in accordance with the system requirements and design.

C.3.7 System Testing

The contractor shall support testing of NextGen and or VTA systems. The contractor shall develop test plans, test description, software test code and test reports (DI-MISC-80508). The testing effort shall include software from the Computer Software Unit level and hardware from the module to Line Replaceable Unit (LRU) level. System level testing shall flow from individual LRUs up to final system configuration.

C.3.8 System Maintenance

The contractor shall provide engineering support to NextGen and or VTA personnel in maintaining and upgrading existing systems. The contractor shall assist in detecting problems, isolating failures and implementing corrective procedures. The contractor shall support inserting technology upgrades into existing systems. This task shall include modifying and debugging hardware and software required to maintain operation of NextGen and or VTA systems.

C.3.9 Conduct Experiments

The contractor shall provide support in conducting experiments by preparing test plans, preparing test procedures, performing system operation, system troubleshooting, data acquisition, data reduction and analysis, and preparing experiment reports (DI-MISC-80508).

C.3.10 Software Process Engineering

The contractor shall provide engineering support to develop, document, and implement software quality processes and procedures for NextGen and or VTA developed software. The contractor shall also support software process improvement activities by monitoring and tracking software metrics and recommending improvements to existing software processes.

C.3.11 Lifecycle Software Engineering

The contractor shall perform software economic analysis, product lifecycle support planning, Joint Tactical Architecture (JTA) conformance analysis, Integrated Product Team engineering support, and material release activities in support of PEO-Ground Combat Systems.

C.3.12 System Enhancement

The contractor shall participate in activities to enhance the fidelity and performance of the VTA and Next Gen systems and laboratory tools. This activity includes modifying crew station configurations, developing additional emulators and software code to provide additional capability and realism to the system. The contractor's enhancements shall simplify the procedures to operate the VTA and Next Gen systems and laboratory tools. The contractor shall provide support to facilitate the development and integration of VTA and Next Gen Labs including the Next Gen Software Engineering Laboratory, Embedded Simulation Laboratory (ESL), CAT Systems, Laboratory, Vetronics Architecture Laboratory, and other VTA and Next Gen System Labs.

C.3.13 Program Manager & Programmatic Support

The contractor shall provide support to the NextGen and or VTA by performing Independent Verification and Validation (IV&V) tasks such as evaluating design processes, document reviews, software audits and validation of software testing for in-house and PM programs. The contractor will provide programmatic support to the NextGen and VTA by participating in activities include technology investigations, preparing and presenting technical papers with NextGen and or VTA personnel, attending technical information exchange meetings, participation in technology demonstrations and shows, and preparation of literature summarizing VTA and Next Gen Technology Areas as specified by Individual Work directive.

C.3.14 Administrative Support

The contractor shall provide administrative support including the following; meeting coordination by scheduling, contacting meeting attendees and reserving facilities; resource scheduling by tracking resource usage, availability and maintaining schedule for usage; travel coordination including making reservations and preparing necessary travel documents, purchase requisitioning by locating sources of items to be purchased and developing necessary purchase documents; ADP inventory management by maintaining and tracking the list of ADP inventory; facility maintenance coordination including making required maintenance requests and monitoring corrective maintenance actions; database maintenance of different databases maintained by the NextGen and VTA areas; and forms preparation, document preparation, and presentation material preparation to the NextGen and or VTA associate directors and team leaders.

Name of Offeror or Contractor:

C.4 In-Process Reviews

The contractor shall participate in meetings at TARDEC to review progress and status of all tasks relative to technical performance, schedule, and cost. The meetings will be chaired by the Government. The contractor may recommend discussion items for inclusion in the meeting agenda.

C.5 Deliverable Documentation

C.5.1 Status Reports

The contractor shall submit monthly progress (DI-MGMT-80555) and cost (DI-FNCL-80912) reports.

C.5.2 Technical Reports

The contractor shall submit technical reports as required by a work directive in accordance with DID (DI-MISC-8058A).

C.5.3 Technical Data

Technical data resulting from efforts under paragraphs C.3.1 through C.3.14 will be deliverable under this contract. Such results may be delivered in the form of Status Reports (C.5.1) or Technical Reports (C.5.2).

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

D.1 Data Packaging and Marking

D.1.1 All data deliverable under this contract shall be packaged in accordance with good commercial practice to assure arrival at destination without loss or damage.

D.1.2 All technical data delivered under this contract shall be identified by the prime contract number, the name and address of the prime contractor and the name of the subcontractor (if any), which generated the data. The marking shall be in the format below for (1) prime contractor of (2) subcontractor generated data as applicable:

- (1) Prime Contract number:
Contractor:

- (2) Prime Contract Number:
Contractor:
Subcontractor:
Subcontractor's Address:

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

*** END OF NARRATIVE E 001 ***

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: (See DD Form 1423, Block 14)
Warren, MI 48397-5000

F.1 PERIOD(S) OF PERFORMANCE

F.1.1 The period of performance for the basic effort shall be twelve (12) months from date of contract award.

F.1.2 The period of performance for the option hours shall be twelve months from the date of the latest option exercise. The period of performance for individual work directives will be specified on the work directive. The work directive period of performance shall not extend beyond the contract period of performance.

F.2 All data will be delivered in accordance with DD Forms 1423.

*** END OF NARRATIVE F 001 ***

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

Name: To be determined
e-mail: To be determined

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

ACO: To be determined
e-mail: To be determined

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

[End of Clause]

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

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

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

G-4	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-5	52.242-4011 (TACOM)	WORK DIRECTIVES	FEB/1998
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(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

(1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.

Name of Offeror or Contractor:

- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.
- (6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS:

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

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

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

G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS:

DFAS will make payments as billed by the contractor.

*** END OF NARRATIVE G 001 ***

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	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	APR/2003
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-8	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-9	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-12	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	OCT/2002
H-16	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
	(a)	The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-	
		(1) The offer exceeds \$10 million in value; and	
		(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-	
		(i) Exceeds \$500,000 in value; and	
		(ii) Could be performed inside the United States or Canada.	
	(b)	Information to be reported includes that for-	
		(1) Subcontracts;	
		(2) Purchases; and	
		(3) Intracompany transfers when transfers originate in a foreign location.	
	(c)	The offeror shall submit the report using-	
		(1) DD Form 2139, Report of Contract Performance Outside the United States; or	
		(2) A computer-generated report that contains all information required by DD Form 2139.	
	(d)	The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.	
		(End of provision)	
H-17	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
	(a)	All technical data delivered under this contract shall be accompanied by the following written declaration:	
		The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. <u>DAAE07-</u> _____ are complete, accurate, and comply with all requirements of the contract.	

		Date	Name and Title of Authorized Official
		This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.	
		(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.	
		(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.	
		(End of clause)	
H-18	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999

Name of Offeror or Contractor:

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting

Name of Offeror or Contractor:

Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

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(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-19 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS
The Contractor shall furnish the Contracting Officer the following:

APR/1990

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

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

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

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

(End of clause)

H-20 AFARS 5152.217- CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS
7031

MAY/2002

(a) Definitions.

Name of Offeror or Contractor:

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, , and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commanders guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air

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Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological, Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment.

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

(2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNA sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

(6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

(2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).

(3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.

(4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

(5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

(6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

(k) Weapons and Training.

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons

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familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

(4) Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

(1) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(m) Passports, Visas and Customs.

(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval from the Procuring Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/ Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedule.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

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

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- (4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.
- (u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that workers compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.
- (v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.
- (w) Return Procedures.
- (1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.
- (2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.
- (3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.
- (x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.
- (y) Special Legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.
- (z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.
- (End of Clause)

H-21 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

H-22 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

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

H-23 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

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

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

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

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

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

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

Name of Offeror or Contractor:

[End of Clause]

H.1 ORDERING/CONTRACT ADMINISTRATION

All ordering/contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administration matters will be addressed to him. No changes in or deviation from the scope of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.2 SERVICES TO BE PERFORMED

H.2.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Governmental function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be government employees.

H.2.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this work directive or contract.

H.3 ON-SITE CONTRACTOR PERSONNEL

In the performance of this contract, a portion of the effort will be performed at TARDEC Warren, MI. The contractor personnel performing on-site will be provided a workstation in Building 200 and the necessary equipment to accomplish the portion of the effort to be performed on-site. The items listed below will be available to the contractor on a continuous basis. Additional items may be made available on an as needed basis to facilitate performance. The cost of housing, travel to and from RDECOM and food for on-site contractor employees will not an allowable cost for reimbursement under the contract. The contractor will not be reimbursed for any work performed by an on-site employee which is not covered by a work directive, is inherently Governmental or that might be used to aid in influencing or enacting legislation. The onsite performance will be conducted in strict accordance with the scope of established work directives. Contractor employees will be monitored/observed, but not supervised, by the COR or other Government employee while performing on-site. Contractor employees who will be performing work on site shall contact the COR in order to obtain a TACOM badge and vehicle registration.

Contractor personnel working on site will have the following equipment available for use on a continuous basis:

Workspace including a desk, chair and phone
Computer including a monitor, CPU, Keyboard and Mouse
Internet Access
Miscellaneous Office Supplies
Test Equipment may be provided on an as needed basis

H.4 CONFLICT OF INTEREST

H.4.1 The contractor agrees that he will not compete for or accept any contract or subcontract for the production of any system, component or items on which he has worked under this contract. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) to any hardware vendor to provide any system, component, or item on which he has worked under this contract. This prohibition shall be in effect from contract award through one (1) year after the end of the contract.

H.4.2 The term "Contractor" herein means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government, (ii) all business organizations with which it may merge, join or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it, (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or in the future). The prior approval of the contracting officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) immediately preceding.

Name of Offeror or Contractor:

H.4.3 The contractor agrees to enter into written agreements with all companies to whose proprietary data he shall have access to the effect that he will protect such data from unauthorized use or disclosure as long as it remains proprietary. The contractor shall furnish the Contracting Officer with copies of such written agreements within 15 days of the date of the agreement, in accordance with FAR 9.505-4. Failure to enter into written agreements and to provide evidence of the agreements to the Contracting Officer will be considered a condition that is endangering performance.

H.4.4 The contractor agrees to protect the proprietary data and rights of other organizations made available from any source, which were disclosed to it, directly or indirectly during the performance of this contract with the same caution that a reasonable, prudent contractor would use to safeguard their own proprietary data and rights. In addition, the contractor agrees not to utilize the data in supplying hardware or in performing services or studies on contracts which may be awarded by the Department of Defense on a competitive basis. The contractor agrees not to use proprietary data for any purpose other than that for which it was furnished.

H.4.5 Notwithstanding paragraph H.4.1 above and any other provision herein, protection of and exclusion of use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when data is lawfully obtained by the contractor from some other sources without restriction.

H.4.6 The contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer. All proprietary data and any derivatives shall be returned to the Government at the end of the contract.

H.4.7 Subcontracts: The contractor shall include the subject conflict of interest provision, including this paragraph, in subcontracts of any tier which involve access to information covered in H.4.1 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears.

H.4.8 The contractor agrees to thoroughly educate its employees through formal training, company policy information directives and procedures, and by providing an awareness of the legal provisions of FAR Part 9, subpart 9.5, so that each employee will understand the absolute necessity of safeguarding information developed under this contract from any one other than the Contractor's employees who have a need to know, and the U.S. Government.

H.4.9 The contracting officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived from this contract so that full compliance with FAR 9.5 policy requirements is achieved.

H.5 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

H.5.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 106,320 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than twenty four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 106,620 hours remain available for exercise.

H.5.2 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 110,920 manhours at the hourly rate set for in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than twenty seven (27) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 110,920 hours remain available for exercise.

H.5.3 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 110,920 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than thirty six (36) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 110,920 hours remain available for exercise.

H.5.4 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 110,920 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than forty eight (48) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 110,920 hours remain available for exercise.

H.5.5 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 110,920 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 110,920 hours remain available for exercise.

Name of Offeror or Contractor:H.6 UNAUTHORIZED AUTOMATED DATA PROCESSING (ADP) COSTS

The contractor shall not procure or lease ADP equipment under this contract without requesting and obtaining the approvals required by DFARS 70.6. Any costs incurred by the contractor for such a purchase or lease without the necessary approvals will be unallowable.

H.7 KEY PERSONNEL REQUIREMENTS

H.7.1 Certain skilled experienced professional and technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel". The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

H.7.1.1 If one or more key personnel who are actively performing work on the contract become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the Contracting Officer and shall promptly replace such personnel with another individual of substantially equal ability and qualifications.

H.7.1.2 All notifications of personnel changes must be in writing with a complete resume of the proposed substitute.

H.8 GOVERNMENT COMMENTS

Resolution of all Government comments relative to interim or draft reports shall be included in all final reports.

H.9 TECHNICAL AND COST STATUS REVIEWS

Formal technical and cost status reviews shall be held as needed to inform the Government (COTR and staff) of the technical details, current problems, schedule status and cost status of each current work directive. The contractor shall also present the overall cost status of the contract at these reviews. The Government reserves the right to call these technical and cost status reviews as needed to discuss specific cost or technical issues. Not more than two (2) such reviews per year are anticipated. Reviews may be held at the contractor's facility or at TACOM as deemed necessary by the COTR.

H.10 POST AWARD ORIENTATION

A post award orientation meeting will be held at TACOM within 10 days after award of contract. Details shall be determined by the COR at the time of award. The contractor will be notified of the date and duration of the meeting and the number of individuals to attend immediately after award. This provision in no way shall constitute grounds for excusable delay by the contractor in performance under any provision of the contract.

H.11 CERTIFICATION OF PRIOR EFFORT

For efforts established by work directive, the contractor shall certify that he has knowledge of the subject matter and that he can perform the requirements of the work directive. The certification shall be executed and received by the Contracting Officer no later than three (3) working days after receipt of the executed work directive.

H.12 DATA AVAILABILITY

The contractor shall be responsible for all standards, specifications, and other data require for performance of the specific Work Directives under this contract.

*** END OF NARRATIVE H 001 ***

Name of Offeror or Contractor:

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	52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN/1987
I-2	52.202-1	DEFINITIONS	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-10	52.204-2 (ALT I)	SECURITY REQUIREMENTS (ALTERNATE I (APR 1984))	AUG/1996
I-11	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-19	52.216-8	FIXED FEE	MAR/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-32	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-34	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-35	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-38	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-39	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-40	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-20	LIMITATION OF COST	APR/1984
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	OCT/2003
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-49	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984

CONTINUATION SHEET

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-53	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-54	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-57	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-60	52.249-14	EXCUSABLE DELAYS	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-69	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-71	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-72	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-73	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-74	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-75	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-76	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-77	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-78	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-79	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-80	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-81	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-82	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-83	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-84	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-85	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

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

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

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

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

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

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

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

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overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-86

52.219-4

NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

JAN/1999

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

[] Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

[End of Clause]

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I-87 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

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

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

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

[End of Clause]

I-88 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

APR/2003

(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 (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

[End of Clause]

I-89 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

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

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

[End of Clause]

I-90 252.204-7004 ALTERNATE A

NOV/2003

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

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

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

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

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

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

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

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

"Registered in the CCR database" means that--

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

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

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

[End of Clause]

I-91 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS

APR/2003

Hand or measuring tools delivered under this contract shall be produced in the United States or its possessions.

(End of clause)

I-92 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(b)

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

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Name of Offeror or Contractor:

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

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

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

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

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

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

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

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

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

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

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

[End of Clause]

Name of Offeror or Contractor:

I-93 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]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) (DD FORM 1423)		001	
Exhibit B	DATA ITEM DESCRIPTION (DD FORM 1664)		004	
Attachment 001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)		002	ELECTRONIC IMAGE
Attachment 002	SAMPLE TASKS		002	
Attachment 003	EXPERIENCE MATRIX -GROUND COMBAT SYSTEMS		001	ELECTRONIC IMAGE
Attachment 004	EXPERIENCE MATRIX - GROUND COMBAT VEHICLE SUBSYSTEMS		001	ELECTRONIC IMAGE
Attachment 005	PERSONNEL SKILL MIX SPREADSHEET		001	ELECTRONIC IMAGE
Attachment 006	PAST PERFORMANCE QUESTIONNAIRE		003	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It is, is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,

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Name of Offeror or Contractor:

officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6

52.204-3

TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

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Name of Offeror or Contractor:

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other:

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

K-7 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it is a women-owned business concern.

[End of Provision]

K-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

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

(1) An offeror may obtain a DUNS number--

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

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

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

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

Name of Offeror or Contractor:

[End of Provision]

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) [] are
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) [] have
[] have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) [] are
[] are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror

[] has
[] has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

Name of Offeror or Contractor:

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- intends
- does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street
Address, City, County, State,
ZIP code)

Name and Address of Owner and
Operator of the Plant or Facility if
Other than Offeror or Respondent.

[End of Provision]

K-11 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of provision)

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that--

- (a) It has
- has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It has
- has not

Name of Offeror or Contractor:

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It has developed and has on file,
 has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located within any State of the United States, the District of Columbia,

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Name of Offeror or Contractor:

the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-15 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION MAY/2001

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

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C.1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

[] is [] is not a Historically Black College or University;

[] is [] is not a Minority Institution.

[End of Provision]

K-16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal

Name of Offeror or Contractor:

Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Name of Offeror or Contractor:

- yes
 no

[End of Provision]

K-17 52.230-1 (ALT COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (Alternate I JUN/2000
 I) dated April 1996)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

Name of Offeror or Contractor:

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

[] (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

[] (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

[] (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- [] yes
- [] no

[End of Provision]

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

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PIIN/SIIN W56HZV-04-R-0681

MOD/AMD

Name of Offeror or Contractor:

K-18 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT SEP/1994

(a) Definitions

As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable).

Name and Address of Offeror

Description of Interest, Ownership Percentage,
and Identification of Foreign Government

Name and Address of Entity Controlled by a Foreign Government

[End of Provision]

K-19 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

Name of Offeror or Contractor:

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-20 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the _____ (name of contracting agency(ies)) under Contract No. _____ (Contracting agency(ies) contract number(s)).

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

(End of clause)

K-21 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Name of Offeror or Contractor:

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-22 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001 (TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: http://www.ccr2000.com/

[End of Provision]

K-23 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

Table with 3 columns: NAME, TITLE, TELEPHONE NUMBER. Includes blank lines for entry.

[End of Provision]

K-24 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993 (TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
(ii) chlorofluorocarbon-12 (CFC-12)
(iii) chlorofluorocarbon-13 (CFC-13)
(iv) chlorofluorocarbon-111 (CFC-111)
(v) chlorofluorocarbon-112 (CFC-112)
(vi) chlorofluorocarbon-113 (CFC-113)

Name of Offeror or Contractor:

- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- have
- have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- have
- have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the

Name of Offeror or Contractor:

specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2004
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	JAN/2004
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-10	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a cost plus fee contract resulting from this solicitation. (End of provision)			

L-11	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Associate Deputy for Contracting (Protest Coordinator) Warren, MI 48397-5000	or	HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Road, Rm 2-1SE3401 Ft. Blvoir, VA 22060 Facsimile number (703) 806-8866/806-8875
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The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-12	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
(a) Definitions. As used in this provision--			

(1) Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences, such as holidays,

Name of Offeror or Contractor:

vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) Uncompensated overtime rate is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.
(End of provision)

L-13 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall

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file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-14 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
 (TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a

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visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-15 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-16 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION APR/2004
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

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

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

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word

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"datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 1449 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO

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reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

L-17 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997
(TACOM)

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-18 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

L-19 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication

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avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Proposal Instructions and Content: The proposal, subject to the late proposals and revisions section of FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition (May 2001) Alt I", shall be submitted in the format and quantities set forth below. The offeror's proposal/offer, as required by this Section L, shall be evaluated as set forth in Section M of this solicitation. Section M, "Evaluation Factors For Award", sets forth the evaluation guidance pertaining to the Areas. The "Areas" include Technical, Past Performance/Small Business Participation (SBP) and Cost. Where information in a proposal would duplicate a response already given, it should be referenced and not be restated. In addition to the general requirements of the solicitation provision FAR 52.215-1 Alternate I, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal. The primary purpose of this RFP is to acquire support and services for the Vetronics Technology Area and the Next Generation Software Technology Area. Failure to conform to the requirements stated herein or exceptions taken to the terms and conditions of the Request for Proposal (RFP) may form the basis for rejection of the offer. Accordingly, offerors are encouraged to contact the Contracting Office via email at williaro@tacom.army.mil in order to request an explanation of any aspect of these instructions.

L.1.1 Proposals shall be submitted in the English language and shall be submitted in four separate volumes for Government review. Notwithstanding the format instructions at TACOM clause 52.215-4850 in Section L, use the following electronic medium (CDs) for

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submission of your proposal. As used herein, the term "volume" includes various types of information media, such as CD-ROM as specified in this solicitation. Where there is any conflict or variance between these instructions and the instructions at clause 52.215-4850, the information here will take precedence. The volumes/electronic proposals shall be clearly labeled as:

VOLUME NO.	CONTENTS	NO. OF COPIES
Volume I	Technical Area Proposal	4 Electronic copies (4 CDs)
Volume II	Past Performance/SBP Area Proposal	4 Electronic copies (4 CDs)
Volume III	Cost Area Proposal	2 Electronic copies (2 CDs)
Volume IV	Certification/Representations	1 Electronic copies (1 CD)

L.1.2 Volumes I, II, III, and IV will be submitted in electronic format (CDs). Reference TACOM clause 52.215-4850 in Section L for specific instructions.

L.1.2.1 Volume I, Technical Volume: The offeror shall provide four (4) identical sets of CD-ROMs. File format must be Microsoft Word or a file format acceptable to the Contracting Officer.

L.1.2.2 Volume II, Past Performance/SBP Volume: The offeror shall provide (4) identical CD ROMs. File format must be Microsoft Word or a file format acceptable to the Contracting Officer. Past performance questionnaires are requested to be sent by email or by regular mail to the POC's as described in L.3.1.1 ten days prior to the closing date of the solicitation as described further in Section L.3. This submission is not subject to the late bids language set forth in FAR 52.215-1, Alternate 1.

L.1.2.3 Volume III, Cost Volume: The offeror shall submit two (2) identical sets of CD-ROMs of all cost tables in Microsoft Excel or Excel-readable spreadsheet format. A copy of the cost volume shall be submitted to the offeror's cognizant Defense Contract Audit Agency (DCAA) office, in CD-ROM format. The offeror shall include the name, address, email address, and phone number for their cognizant DCAA representative as part of their cost volume.

L.1.2.4 Volume IV, Certification/Representations: The offeror shall provide the items set forth in L.5 including a scanned image of a signed copy of the SF33 cover page, a copy of completed fill-ins for Sections B and K and any exceptions to the terms and conditions of the RFP.

L.1.3 Conduct of Discussions: This RFP includes FAR Provision 52.215-1, Instructions to Offerors - Competitive Acquisition (Alternates I) which advises that the Government intends to conduct discussions with Offerors in the Competitive Range. Dialogue with offerors will be conducted in accordance with FAR 15.306(b) and (d). Since the dialogue is limited, prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

While FAR 52.215-1, Alternate 1, announces the Government's intent to conduct discussions, the Government will not engage in discussions under the Sample Task Element of the Technical Area. This Element represents sample problems wherein the offeror will be evaluated, both for the purposes of establishing a competitive range and in the post-competitive range evaluation of proposals, on the basis of initial proposals as submitted. With respect to the Sample Task Element, exchanges with offerors will only be conducted as described in FAR 15.306(a).

L.2 Technical Area

L.2.1 Element 1: Experience

L.2.1.1 Under the Experience Element, the Government will evaluate the offeror's prior experience with both (a) current and emerging ground combat systems (See L.2.1.2 below), and (b) current and emerging ground combat vehicle subsystems (See L.2.1.3 below). For each of (a) current and emerging ground combat systems, and (b) current and emerging ground combat vehicle subsystems, the offeror may provide information on up to five (5) Contracts which best reflect prior experience, as follows:

L.2.1.2 As described in L.2.1.4 below, identify your, or any subcontractor's, contract experience related to current and emerging ground combat systems. You may identify and describe contract experience on up to five (5) Contracts. Specifically, the offeror shall identify its relevant experience on current and emerging ground combat systems, as performed within three (3) years of the date of issuance of this RFP, with respect to the following scopes of work:

- C.3.3 System Design
- C.3.5 System Development
- C.3.6 System Integration
- C.3.7 System Testing
- C.3.8 System Maintenance

L.2.1.3 As described in L.2.1.4 below, identify your, or any subcontractor's, contract experience related to current and emerging ground combat vehicle sub-systems. You may identify and describe contract experience on up to five (5) Contracts. Specifically, the offeror shall identify its relevant experience on current and emerging ground combat vehicle subsystems, as performed within three (3)

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years of the date of issuance of this RFP, with respect to the following scopes of work:

- C.3.3 System Design
- C.3.4 System Fabrication
- C.3.6 System Integration
- C.3.8 System Maintenance
- C.3.9 Conduct Experiments
- C.3.12 System Enhancement

L.2.1.4 The offeror shall provide, in a matrix form, both (a) a listing of contracts reflecting the recent/relevant experience specified in L.2.1.2 and L.2.1.3, and (b) for each contract listed, the following information:

- (a) Contract Number
- (b) Contract type
- (c) Government or commercial contracting activity address, telephone number, and E-mail address
- (d) Procuring Contracting Officer's (PCO's) or the contract representative for the commercial contracting activity's name, telephone number and E-mail address
- (e) Government or commercial contracting activity technical representative, or COR, telephone number and E-mail address
- (f) Government or commercial contracting activity, and the name and telephone number of the Administrative Contracting Officer
- (g) Provide (1) a copy of the scope of work requirements; and (2) a discussion of similarities between the historical contract scope and the scope of this RFP.

L.2.1.4.1 The offeror shall also complete the matrices at Attachments 003 and 004. These matrices list each relevant contract identified by the offeror, under RFP paragraphs L.2.1.2 and L.2.1.3 above, and provide a cross-reference comparison of the performance of work under each of these contracts to the above identified scopes of work in the instant solicitation.

L.2.1.5 Personnel Experience. If you have limited or no relevant experience regarding some or all of the above, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide, on up to five (5) contracts, the information specified in L.2.1.4 for those contracts that these key personnel were involved in with those previous employers.

L.2.1.6 Facilities and CAD/CAE. The offeror shall provide a detailed description of facilities available and to be acquired for the performance of this proposed effort including CAD and CAE resources.

L.2.1.6.1 The offeror shall describe their approach to making available facilities suitable for performance of the scope of work in a timely manner. A detailed description of the offeror's facilities, location, size, floor space and computer resources shall be included.

L.2.1.6.2 The offeror shall describe their approach to making available CAD/CAE resources suitable for performance of the scope of work in a timely manner.

L.2.1.6.3 The offeror shall describe their prior experience, and that of any key subcontractors, with the proposed CAD/CAE.

L.2.1.6.4 The offeror shall describe their capability of receiving and safeguarding data classified up to the SECRET level.

L.2.2 Element 2: Personnel

L.2.2.1 Assumptions for Proposal Preparation and Evaluation Purposes. The offeror shall structure its Personnel Element proposal, in the Technical Area, based on the following assumptions of personnel capability required to accomplish projected future work:

a. The estimated Labor Hours for the base year and each of the 4 option years is 110,920. For proposal preparation and evaluation purposes, and based on projected future workload, the Government projects that it's needs for the base year and each of the 4 options years will necessitate personnel capability substantially as follows:

Job Title	Total Hours	(Personnel co-located at/near TACOM) # of Persons and Hours
Program Manager	1,880	
Vehicle Electronics Systems Engineer	13,160	(1) 1880
Vehicle Electronics Software Engineer	11,280	(3) 5640
Software Process Engineer	5,640	(1) 1880
Simulation Engineer	13,160	

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Name of Offeror or Contractor:

Senior Software Engineer	11,280	(2)	3760
Software Engineer	16,920	(1)	1880
Electrical Engineer	11,280		
Mechanical Engineer	7,520		
Administrative Assistant	9,400	(3)	5640
Junior Engineer	5,640		
Technician	3,760	(1)	1880
Total	110,920		

b. The offeror shall propose the same labor skill mix and corresponding number of hours for the base year and each of the four option years.

c. The above estimate includes identification of personnel required to be co-located at or within commuting distance of the Tank Automotive and Armaments Command in Warren, MI. These personnel will support daily activities for the Next Generation Software Technology Area and the Vetronics Technology Area, and must be in commutable distance to or co-located at TACOM. The offeror shall propose the amount of personnel that will be co-located at or near TACOM in whatever labor categories he feels is appropriate whether it is within the listed categories or another labor category the offeror considers necessary. The offeror will propose (a) the number of personnel (and hours) to be located on-site at TACOM and (b) the number of personnel (and hours) to be located within daily commuting distance of TACOM, but at an offeror provided in facilities.

d. Assume that the estimated 110,920 hours in each year, as well as the Job Title hours and TACOM co-location hours, will be evenly spread across the 12 months of each of the base year and 4 option years periods.

Deviation from Assumptions. With the exception of the estimated 110,920 hours, against which all offerors must propose, the offeror may deviate from the assumptions identified in L.2.1(a) and L.2.1(c) with respect to the Job Titles proposed, the hours per Job Title, and the hours per Job Title to be located at or near TACOM. However, the offeror must provide substantiating rationale which supports that the proposed deviations will meet contract requirements and otherwise generally satisfy the above assumptions. The offeror must propose consistent with the remaining assumptions.

L.2.2.2 Proposed Personnel Skill Mix. Based upon the above assumptions, the offeror shall complete the spreadsheet at Attachment 005 to identify its proposed (a) Job Titles, (b) hours per Job Title, (c) hours per Job Title to be co-located at, or in the vicinity of TACOM. For personnel to be located at or within daily commuting distance of TACOM, the offeror will propose (1) the number of personnel (and hours) to be located on-site at TACOM and (2) the number of personnel (and hours) to be located within daily commuting distance of TACOM, but at an offeror provided in facilities. For trackability purposes back to the offeror's Cost Area proposal, the offeror shall also designate, on the Attachment 005 spreadsheet and for all 110,920 hours (by Job Title), the extent to which hours will be performed by the Prime offeror or by individually identified subcontractors.

L.2.2.3 Job Descriptions. For each Job Title identified by the offeror in response to L.2.2.2 above, the offeror shall provide a Job Description. Each Job Description shall include, at a minimum, the following minimum qualifications for that Job Title:

- (a) Specific prior Experience, including years of Experience
- (b) Background
- (c) Other total years of Experience
- (d) Educational Skill Sets
- (e) DOD Security Clearance

In the event of selection for contract award, the proposed minimum qualifications will be incorporated into the resulting contract.

L.2.2.4 Proposed Key Personnel. The offeror shall further identify any specific individuals who have been identified to fulfill key personnel positions under the contract, provide evidence, through submission of the below described resume', of the extent to which these individuals satisfy the specific minimum personnel qualifications identified by the offeror. The offeror shall specifically provide the following for individuals identified to perform under the contract:

- (a) A resume' reflecting Educational background and relevant Experience including:
- (b) Specific prior Experience
- (c) Total years of Experience
- (d) Educational Background

Name of Offeror or Contractor:

(e) Other Skill Sets

(f) DOD Security Clearance

L.2.2.4.1 At a minimum, Key Personnel positions would generally include the following:

Program Manager
Vehicle Electronics System Engineer
Vehicle Electronics Software Engineer
Software Process Engineer
Simulation Engineer
Senior Software Engineer
Software Engineer
Electrical Engineer

L.2.2.4.2 For each proposed of key personnel identified under L.2.2.4 above, the offeror shall furnish a Letter of Commitment from the individual expressing both availability and intent to perform under any ensuing Contract.

L.2.2.5 Tracking the Personnel Element proposal with the Cost Proposal. The offeror shall ensure that the Cost proposal hours, in each of the base and option years, track with the breakdown of hours, by (a) Job Titles, (b) minimum qualifications, and (c) co-location at TACOM, as proposed by the offeror under the Personnel Area.

L.2.3 Element 3: Sample Tasks

Attachment 002 of this RFP consists of two Sample Tasks. The offeror shall submit a written approach for each of these tasks demonstrating their thorough understanding of the sample task problems, describing their recommended approach and rationale supporting the recommended approach, and thoroughly discussing methodologies proposed for performing the required analyses. The purpose of these Sample Tasks is to allow the offeror the opportunity to demonstrate the breadth and depth of analytical capability necessary to perform this effort.

NOTE: Offerors are not to submit actual solutions to these sample tasks. The offeror's choice of methodologies and analytical approach will be examined, not actual solutions.

L.3 Past Performance/Small Business Participation (SBP) Area

L.3.1 Past Performance (Element 1): The offeror is required to provide the following under this element:

(1) for prior contracts (prime and subcontractors) which are considered recent and relevant to the Section C, Statement of Work, include the information specified in L.3.1.1 through L.3.1.5 below.

(2) Briefly describe your proposed performance approach with respect to specific work being performed by the prime offeror and any significant subcontractors.

(3) Additionally, for each contract identified under (1) above, issue a past performance questionnaire in accordance with the instructions in L.3.1.8 below. The offeror shall see the instructions in L.3.1.8 requesting early submission of certain Past Performance information.

L.3.1.1 Recent/Relevant Contract Information: the offeror shall identify and submit no more than 5 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors (significant subcontractors are those subcontractors performing 10% or more of the total contract effort. These contracts may include Federal, State, and local government and commercial private industry contracts. Recent contracts are those with any performance occurring within the three (3) years prior to the date this RFP was issued. Relevant contracts are those that are similar in scope to the requirements of this RFP. For each of your recent/relevant past contracts, provide the following information:

- a. Contract Number
- b. Contract type
- c. Award Price/Cost
- d. Original delivery schedule
- e. Final, or projected final delivery schedule
- f. For other than firm fixed price contracts, the estimated or target cost and the actual cost
- g. Your (and any major subcontractors) CCR, CAGE and DUNS numbers
- h. Government or commercial contracting activity address, telephone number, and e-mail
- i. Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- j. Government or commercial contracting activity technical representative, or COR, telephone number and e-mail

Name of Offeror or Contractor:

k. Government or commercial contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
l. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation

m. For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

L.3.1.2 Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or canceled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your subcontractors' contracts. Provide the information requested in L.3.1.1 above for any of these contracts. If there were no cancellations or terminations, state that.

L.3.1.3 Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

The offeror shall also provide the above requested information for any proposed subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.3.1.4 Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide similar information to that identified above in L.3.1.1, for those contracts that these key personnel were involved in with those previous employers.

L.3.1.5 Predecessor Companies: If you, or a significant subcontractor, only have relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

L.3.1.6 Contacting References: Offerors are advised that the Government may contact any of the references that the offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

L.3.1.7 Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to you proposal, or reject your proposal if we do not receive the information requested.

L.3.1.8 Questionnaires: For the contracts described in L.3.1.1, the offeror shall send a copy of the past performance questionnaire, Attachment 006, directly to (a) the federal, state and local government agency, and (b) the commercial private industry customers which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at williaro@tacom.army.mil no later than five (5) days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation).

In addition, the offeror is requested to prepare and submit to the Contract Specialist (within ten (10) days of posting of the final RFP) a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the Contract Specialist via email at williaro@tacom.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.3.2 Small Business Participation (Element 2):

Name of Offeror or Contractor:

This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

a. All offerors, including offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System code. U.S. Small Business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned/service-disabled veteran-owned small businesses (VOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

SAMPLE:

BASE YEAR BUSINESS CATEGORY	Dollar Amount (all SubKs)*	Percentage of SB Participation
Total Subcontracting (LB+SB)	\$43M	100%
SB	\$10M	23.25% (\$10M of \$43M)
SDB	\$2.1M	5.00% (\$2.15M of \$43M)
WOSB	\$2.36M	5.50% (\$2.36M of \$43M)
HUBZone SB	\$1.0M	2.32% (\$1.0M of \$43M)
HBCU/MI	\$0.1M	0.35% \$0.35% of \$43M)

*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

b. All offerors, regardless of size and whether the offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year (if any), the names of small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e. SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific work to be performed by each small business concern; and the estimated total dollars for such work. This data shall be provided in a table format substantially as follows:

Base Year Name of Small Business Concern	Small Business Classification(s)	Description of Works	Total Dollars
ABC Co.	SB	Software testing	\$0.50M
ABC Co.	SB	Training services	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Training manuals	\$1.20M

c. As defined below, offerors shall also provide the following:

(1) Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation (541710), or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms which have never held a contract incorporating FAR 52.219-9 shall so state.

(2) All offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract, over the past three years, which included FAR 52.219-8, the offeror shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance, and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

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Name of Offeror or Contractor:

L.4.1 The offeror's Cost Volume shall include (non-certified) cost data in sufficient detail for the Government to evaluate the estimated costs per the applicable criteria in Section M. After proposal submission, the Government reserves the right to request more detailed cost information if necessary.

L.4.2 Cost and all elements of cost are to be stated in United States (U.S.) dollars only, for both the prime Contractor and any potential subcontractors. The offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

L.4.3 File format must be Microsoft Excel 2002 or newer or a file format acceptable to the Contracting Officer. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts. Print image files or files containing only values are not acceptable.

L.4.4 The offeror's cost volume shall also identify: (a) any judgmental characteristics applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed cost amounts.

L.4.5 The cost proposal shall be in sufficient detail to enable the Government to evaluate the offeror's proposal for Cost Realism (See M.4.5.1.2). The offeror shall show complete development of the elements of the cost proposal. Sufficient detail must be present to allow verification of the costs. These instructions are not intended to be restrictive or all-inclusive. Offerors are encouraged to submit any other cost and financial information considered helpful in the evaluation of their cost proposal.

L.4.6 Assumptions for Cost Proposal Preparation and Evaluation Purposes. The offeror shall structure its Cost Area proposal based on the following assumptions of personnel capability required to accomplish projected future work:

a. The estimated Labor Hours for the base year and each of the 4 option years is 110,920. For proposal preparation and evaluation purposes, and based on projected future workload, the Government projects that it's needs for the base year and each of the 4 options years will necessitate personnel capability substantially as follows:

Job Title	Total Hours	(Personnel co-located at/near TACOM) # of Persons and Hours
Program Manager	1,880	
Vehicle Electronics Systems Engineer	13,160	(1) 1880
Vehicle Electronics Software Engineer	11,280	(3) 5640
Software Process Engineer	5,640	(1) 1880
Simulation Engineer	13,160	
Senior Software Engineer	11,280	(2) 3760
Software Engineer	16,920	(1) 1880
Electrical Engineer	11,280	
Mechanical Engineer	7,520	
Administrative Assistant	9,400	(3) 5640
Junior Engineer	5,640	
Technician	3,760	(1) 1880
Total	110,920	

b. The offeror shall propose the same labor skill mix and corresponding number of hours for the base year and each of the four option years.

c. The above estimate includes identification of personnel required to be co-located at or within commuting distance of the Tank Automotive and Armaments Command in Warren, MI. These personnel will support daily activities for the Next Generation and Vetronics Program Managers Offices for Next Gen, and must be in commutable distance to or co-located at TACOM. The offeror shall propose the amount of personnel that will be co-located at or near TACOM in whatever labor categories he feels is appropriate whether it is within the listed categories or another labor category the offeror considers necessary. The offeror will propose (a) the number of personnel (and hours) to be located on-site at TACOM and (b) the number of personnel (and hours) to be located within daily commuting distance of TACOM, but at an offeror provided in facilities.

d. Assume that the estimated 110,920 hours in each year, as well as the Job Title hours and TACOM co-location hours, will be evenly spread across the 12 months of each of the base year and 4 option years periods.

e. Travel and Materials: offer shall include direct travel of \$50,000 and direct material of \$500,000 for each year of effort.

f. Tracking the Cost Area Proposal with Personnel Element proposal under the Technical Area. The offeror shall ensure that the Cost proposal hours, in each of the base and option years, track with the breakdown of hours, by (a) Job Titles, (b) minimum qualifications, (c) co-location at TACOM, and (d) performance of hours by the prime or individually identified subcontractors, as proposed by the offeror under the Personnel Element of the Technical Area.

Name of Offeror or Contractor:

L.4.6.1 Deviation from Assumptions. The offeror must propose consistent with the assumptions of L.4.6 (b) (d) (e) and (f). With the exception of the estimated 110,920 hours, against which all offerors must propose, the offeror may deviate from the assumptions identified in L.4.6(a) and L.2.1(c) with respect to the Job Titles proposed, the hours per Job Title, and the hours per Job Title to be located at or near TACOM. However, the offeror must provide substantiating rationale under the Personnel Element of the Technical Area, which supports that the proposed deviations will meet contract requirements and otherwise generally satisfy the above assumptions.

L.4.7 Presentation of Cost Information: The offeror shall submit a separate cost element breakdown in support of the proposed cost and fee for each individual Contract Line Item Number (CLIN), including all options. Each such breakdown shall use the format described below to support each element of cost. The cost breakdown must be consistent with the offeror's cost accounting system.

L.4.7.1 Subcontracts: (Note: The Subcontract proposals shall be consistent with the offeror's Personnel Element proposal under the Technical Area). If there are any high dollar subcontractors, those whose total price is expected to be greater than \$500,000 for effort related to this contract as a whole, the offeror shall provide cost information from the subcontractor equivalent to that required of the offeror. Any such subcontractor cost information must be segregated by CLIN, same as required of the offeror's cost breakdowns. The offeror shall also furnish its evaluation of the subcontractor's submission, and rationale for determining that the subcontract price is reasonable and realistic. If the prospective subcontractor is unwilling to provide such information to the offeror, the data may be submitted directly to the PCO. The same kind of cost information shall be provided for inter-organizational transfers, regardless of dollar value, except the offeror need not provide its evaluation of such cost data. For lower dollar subcontracts the offeror shall provide a narrative that provides the following:

- a. Description of the subcontract effort
- b. Anticipated subcontractor
- c. Estimated subcontract price pertaining to the applicable CLIN
- d. Indicate whether the subcontracted activity is sole-source, competitive, and/or commercial.
- e. Explain why the proposed subcontract amount is realistic and reasonable.

L.4.7.2 Travel and Materials: As specified in the assumption specified in L.4.6 (e) above, the offeror shall include direct travel of \$50,000 and direct material of \$500,000 for each year of effort.

L.4.7.3 Direct Labor: Consistent with the offeror's Personnel Element proposal under the Technical Area, provide a breakdown of the labor categories by appropriate labor classifications (Job Titles). Explanations should be given, covering any contingencies included in the estimated hours. The breakdown shall segregate and include subcontracted effort. Show the total proposed direct labor costs. This should be a time-phased breakdown of labor hours and cost by appropriate major labor categories. Show the direct labor rates used in the time-phased breakdown, by labor category. Fully explain the basis of the proposed direct labor rates and any escalation used.

L.4.7.4 Indirect Costs: The offeror shall comprehensively describe the method of computation, whether based on experience and/or projected rates. Show the proposed amounts for labor burden by category, for example FICA, SUI, FUI, pension, thrift, vacation, holiday, sick leave, etc. The proposed material overhead, if appropriate, should be shown separately. For General and Administrative (G&A) costs, show the proposed allocation base and proposed G&A amount. If the award of this Contract will have a significant impact upon the offeror's business volume, the effects of those changes upon the pool and bases are to be identified and discussed.

L.4.7.5 Other Costs: Identify each of these costs separately and provide supporting details for each one. (E.g., computer and Phase-in costs). These other costs shall be narratively described and broken down in sufficient detail to enable Government evaluators to accurately identify and categorize all such costs.

L.4.7.6 For subcontractor's proposals which represent deliverable hours against the 110,920 hours per year of deliverable technical effort, subcontractor effort shall be proposed in the same level of detail as the prime offerors proposal.

L.4.7.7 Fee: The offeror shall provide rationale for the proposed fee.

L.4.7.8 Contingencies: The proposal shall clearly segregate all contingencies that are included in the proposal.

L.4.8 Required Direct Charge Labor Hours - All effort under this contract shall be performed only to the extent authorized by PCO approved work directives. Therefore, to enable effective control of this effort via work directive, all professional/technical labor categories shall be proposed as a direct charge.

L.4.9 Charging of Clerical/Secretarial and Non-managerial Administrative Hours - Should the offeror proposed clerical/secretarial/non-managerial administrative hours as a direct cost, these hours shall be proposed in addition to the basic effort. (For example, if a proposal includes 1,000 hours of direct charge clerical, the total proposed basic effort should be 111,920 hours). The offeror shall clearly identify and separately price all clerical secretarial and non-managerial administrative labor hours proposed as a direct charge. This requirement is also applicable to the options.

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L.4.10 Options - Consistent with the assumption of L.4.6(b) above, the Offeror shall price each year separately, 110,920 hours per year, for the base and each of four options years.

L.4.11 Contractor's Accounting System: The offerors are to provide evidence that their accounting system is capable of tracing and segregating cost data in sufficient detail to administer a cost reimbursement-type contract. This evidence may include a letter from either DCMC or DCAA stating that the offeror has an acceptable accounting system for this type of contract. In those cases where the offeror does not currently have a DCMAO or DCAA approved accounting system, the offeror shall describe what action it has taken or intends to take to obtain DCMAO or DCAA approval of its accounting system prior to Contract award.

L.5 Certifications/ Representations (Volume IV): In this volume offerors will provide:

a. The Standard Form 33 (SF 33) cover page signed by a person authorized to sign proposals on behalf of the offeror. Include completed fill-ins of SF 33 blocks 12, 13, 15A, 15B, 16, 17, and 18.

b. This solicitation, Sections A through K, with all fill-ins completed.

c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult with the contracting officer before submitting an offer that takes exception to any term or condition of this RFP.

*** END OF NARRATIVE L 001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. Basis for Award

The Government plans to award a single contract for technical and support services for the Vetronics Technology Area and Next Generation Software Technology Area using Source Selection "Trade-Off" procedures to obtain the "Best Value" to the Government. Selection of the successful offeror will be based on a comprehensive evaluation to determine the offeror whose proposal is considered the best value to satisfy Government requirements and objectives at a reasonable, realistic, and affordable cost. The Government reserves the right to make no award as a result of this solicitation, if, upon evaluation of proposals, no proposals are deemed likely to meet the technical requirements at an acceptable level of risk and/or cost. Also, the Government reserves the right to award a contract based on initial offers, with no discussions, unless the contracting officer otherwise determines discussions are in the best interest of the Government. In the event that discussions are considered necessary, offeror's responses to Government Items For Discussion shall be submitted in writing.

The Government will select for award that offeror whose proposal represents the best overall value to the Government. Consequently, the integration of Technical and Past Performance/SBP with the total evaluated cost could result in award to other than the offer with the lowest evaluated cost.

M.2. Rejection of Offers:

The Government may reject any proposal which:

a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in Cost and/or unrealistic in terms of technical or schedule commitments; or

c. Contains any unexplained significant inconsistency between the proposed effort and Cost, which implies that the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

d. Is unbalanced as to costs. An unbalanced offer is one, which is based on Costs significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Cost for each basic and options year; or

e. Fails to meaningfully respond to the Proposal. Preparations Instructions are specified in Section L of this solicitation.

M.3 Evaluation Guidance

M.3.1 Selection of the successful offeror shall be made based on the evaluation of the information requested in Section L against the criteria stated below. During the Source Selection process, the Government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk. Proposal risk is that risk associated with the offeror's technical approach to meeting requirements of the RFP. Performance risks are those risks associated with the probability an offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance.

M.4 Evaluation Criteria

The evaluation criteria consists of three (3) areas: Technical, Past Performance/SBP and Cost. The Technical Area is significantly more important than Past Performance/SBP and Cost combined. Past Performance/SBP and cost are approximately equal. FAR Part 15.304(e) requires the Government to describe the relative order of importance of all merit-based non-cost areas (Technical and Past Performance/SBP). All evaluation factors other than cost, when combined, are significantly more important than cost.

M.4.1 Technical Area

The Technical Area includes three (3) elements: Experience, Personnel and Sample Tasks. Experience and Personnel are approximately equal in importance and each is slightly more important than Sample Tasks. Each element shall be considered and evaluated as follows:

M.4.1.1 Element 1: Experience: The Government will assess the proposal risk probability that the prime offeror, and any proposed subcontractors will, based upon the depth and breadth of recent and relevant experience of (a) current and emerging ground combat systems; and (b) current and emerging ground combat vehicle sub-system technologies, successfully perform the Section C work statement requirements of the RFP, given the offeror's proposed performance approach.

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This assessment will specifically include an evaluation of the probability that, based on the experience, the prime offeror and any subcontractors, the offeror will expeditiously commence effective performance of the Section C work statement requirements with little or no learning curve.

M.4.1.2 Specifically, the offeror shall be evaluated based upon its recent and relevant experience relative to current and emerging ground combat systems with respect to the following scopes of work:

- C.3.3 System Design
- C.3.5 System Development
- C.3.6 System Integration
- C.3.7 System Testing
- C.3.8 System Maintenance

M.4.1.3 Specifically, the offeror shall be evaluated based upon its recent and relevant experience relative to current and emerging ground combat vehicle subsystems with respect to the following scopes of work:

- C.3.3 System Design
- C.3.4 System Fabrication
- C.3.6 System Integration
- C.3.8 System Maintenance
- C.3.9 Conduct Experiments
- C.3.12 System Enhancement

M.4.1.4 To the extent that an offeror and its subcontractors have limited or no recent and relevant experience regarding some or all the above, but have key personnel who will be playing a significant role in this effort who do have recent and relevant experience, the experience of the individuals may be considered in the Government's evaluation. Key Personnel experience may be considered to the extent that it is recent and relevant, and is a meaningful and credible predictor of the proposal risk probability that the offeror and its subcontractors will be successful in performing the scope of work requirements of the RFP.

M.4.1.5 The offeror's proposal identifies experience for both itself and any subcontractors. However, whether the benefits of this experience will ever be employed by the offeror is an important consideration for the Government. Therefore, any prime or subcontractor experience which is identified in the offeror's Technical Area proposal, yet the offeror's proposal under the Experience Element, Personnel Element or Sample Tasks Element does not clearly support that this experience is intended to be used by the offeror during contract performance, will be discounted in all or in part.

M.4.1.6 The offeror's proposed approach to providing for facilities and CAD/CAE to perform the scope of work will be evaluated as follows:

M.4.1.6.1 The extent to which, and risk, that the offeror's proposal provides for the timely availability of Facilities which are suited to the performance of the scope of work.

M.4.1.6.2 The extent to which, and risk, that the offeror's proposal provides for the timely availability of CAD/CAE which are suited to the performance of the scope of work.

M.4.1.6.3 The extent to which, and risk, that the offeror's, and any key subcontractors, prior experience with proposed CAD/CAE will reduce/eliminate any learning curve related to use of the each CAD/CAE item, and optimize timely and effective commencement of performance upon contract award.

M.4.1.6.4 The risk that the offeror's facilities for processing of data classified up to the SECRET level will timely be available to satisfy contract requirements..

M.4.2 Element 2: Personnel:

M.4.2.1 The Government will assess the proposal risk probability of the offeror successfully performing contract requirements based on an evaluation of the following:

M.4.2.1.1 The extent to which, and risk that, the offeror's proposed personnel staffing will result in successful performance of the solicitation scope of work based on (a) the Job Title positions proposed, (b) the minimum job description qualifications proposed for each Job Title, (c) the hours proposed per Job Title, and (d) the approach to co-locating personnel at/near TACOM. Proposals which deviate from RFP assumptions, without credible substantiating rationale, will typically be considered to present higher risk of successful performance.

M.4.2.1.2 The extent to which, and risk that, based on the offeror's identification of individuals who are available at the time of contract award to fill key personnel positions, the offeror will timely and successfully commence effective performance of contract

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activities immediately upon award of contract. Proposals which credibly reflect the availability of numerous individuals to fill key personnel positions will typically be considered very low risk for successfully commencing effective performance of contract activities immediately upon award of contract.

M.4.3 Element 3: Sample Tasks: The Government evaluation will assess the proposal risk probability of the offeror successfully performing contract requirements based upon the following:

- (a) The extent to which the offeror demonstrates a thorough understanding of the sample task problems.
- (b) The extent to which the offeror's recommended approach and supporting rationale is comprehensive, current and practical.
- (c) The extent to which the offeror selects relevant and appropriate methodologies
- (d) The extent to which the offeror's proposal exhibits the overall breadth and depth of analytical ability necessary to perform this task

While FAR 52.215-1, Alternate 1, announces the Government's intent to conduct discussions, the Government will not engage in discussions under the Sample Task Element of the Technical Area. This Element represents sample problems wherein the offeror will be evaluated, both for the purposes of establishing a competitive range and in the post-competitive range evaluation of proposals, on the basis of initial proposals as submitted. With respect to the Sample Task Element, exchanges with offerors will only be conducted as described in FAR 15.306(a).

M.4.4 Past Performance/Small Business Participation (SBP)

The Past Performance/SBP Area consists of two Elements, Past Performance and Small Business Participation. The Element of Past Performance is significantly more important than the Element of Small Business Participation.

The Past Performance/SBP Area will be evaluated as follows:

M.4.4.1 Past Performance (Element 1):

- a. The assessment of Past Performance will be based on the offeror's and significant subcontractors' and, if applicable, key personnel, predecessor companies or other corporate entities current and past record of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offeror's and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, (3) cost and (4) business relations.
- b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.
- c. In evaluating each offeror's performance history, the Government will look at the offeror's delivery performance, and that of any significant subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.
- d. Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.
- e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating.

M.4.4.2 Small Business Participation (Element 2):

a) The Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, HUBZone SBs and/or HBCU/Mis) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

b) The evaluation will include the following:

(1) the extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern)

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(2) the complexity of the items/services to be furnished by U.S. small business concerns; an assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8/9 (as applicable to the offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offeror proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8/9.

(3) Offerors are advised that they will be evaluated, under the Small Business Participation Area, based upon the risk, and extent, of the offeror credibly achieving the Government's goals for U.S. small business concern participation. Goals include (1) U.S. small business concern participation of 20% or more, (2) U.S. small disadvantaged business concern participation of 5% or more; and (3) U.S. small business concern participation by furnishing items/services

M.4.5 Cost Area**M.4.5.1 Proposal Evaluation**

The offeror's proposal shall be evaluated as an assessment of the most probable cost to the Government based on an evaluation of the realism and reasonableness of the offeror's proposed cost and fee. Affordability will also be considered. The Defense Contract Audit Agency (DCAA) may be requested to verify rates and projections.

M.4.5.1.1 Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the offerors' proposed cost estimate to determine whether the cost accurately reflects the offeror's proposed effort to meet program requirements and objectives. The result of the realism evaluation will be a determination of the most probable cost of performance for the offeror. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, shall be used in the trade-off evaluation to determine best value. The most probable cost will be determined by adjusting the offeror's proposed cost, and fee if appropriate, to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis. The Government shall conduct a risk assessment of each proposal to judge if the use of uncompensated overtime will degrade the level of technical expertise required to fulfill the Government's requirements. See FAR 15.305(a)(1).

M.4.5.1.2 Cost Reasonableness: The Government shall evaluate the cost reasonableness of the offeror's proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.4.5.1.3 Affordability: Cost may play an additional role in that consideration of cost in terms of overall program cost and affordability may be controlling in circumstances where two or more proposals are otherwise equal or when a technically superior proposal is at a cost which the Government cannot afford. The Government will select for contract award that offeror adjudged to most likely meet the program requirements and provide the best value to the Government at an affordable cost.

M.4.5.1.4 Total Evaluated Cost: The Government will evaluate offerors for award by adding the total cost and fees for the option periods to that of the basic contract cost and fee amounts, as adjusted by any Government Cost Realism adjustments, to determine a total most probable cost and fee. Evaluation of the options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option shall be rejected.

M.4.6 Evaluation of Compensation for Professional Employees FAR 52.222-46 (Feb 1993):

(a) Re-competition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract.

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Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

M.4.7 Uncompensated Overtime: To the extent an offeror proposes uncompensated overtime, the Government shall assess the realism of the proposed uncompensated overtime, and conduct a risk assessment of each proposal to judge if the use of uncompensated overtime will degrade the level of technical expertise required to satisfy the Government's requirements and objectives (See FAR 15.305 (a) (1)). The Defense Contract Audit Agency may be requested to verify proposed rates and projections.

M.5 Trade-Off Process

This is a Best Value Acquisition using the trade-off process. As such, cost plays an additional role. In addition to evaluating each of the proposal areas, the Government will weigh the merits of the evaluated proposal (other than cost) against the total evaluated most probable cost. As part of the best value determination, the relative advantages/disadvantages of each offeror's non-cost area proposals, and the total evaluated most probable cost, shall be considered in selecting the offer which represents the best value to the Government. The Government may award to other than the Offeror with the lowest most probable cost.

M.6 Determination of Responsibility

M.6.1 It is DOD policy (FAR 9.103) that contracts will be placed only with responsible contractors, those who can satisfactorily perform the necessary tasks and deliver the required items (data) on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate the financial and managerial capability to meet the Government's requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Government's requirements as set forth in the RFP.

M.6.2 Additional Minimum Requirements:

M.6.2.1 In addition to the responsibility criteria discussed in paragraph M.6.1 above, the offeror must have an approved Cost Accounting System.

M.6.2.1 Security: Performance of the SOW may require access to and generation of classified technical data including military critical technologies and threat information for which no foreign dissemination is authorized. Therefore, the offeror must submit evidence at time of award that key personnel have, at a minimum, a current SECRET level clearance. The offeror must also possess the capability to receive and safeguard classified materials at their facility up the SECRET level

*** END OF NARRATIVE M 001 ***

ATTACHMENT 002

Sample Task 1

Reference: C.3.4, C.3.5, C.3.6, C.3.7, C.3.8, C.3.10, C.3.11, C.3.12, C3.13

TITLE: In Service Engineering Support

BACKGROUND: The Next Generation Software Technology Area (Next Gen) mission includes the provision of in service engineering to several Army Program Executive Officers (PEOs)/Program Managers (PMs) supporting the development, maintenance, sustainment, and lifecycle software support of Army ground vehicle weapon systems. To this end, the Next Gen has provided system and software engineering services and life cycle software engineering services to support programs in development to prepare for transition to sustainment. This includes engineering support for current development activities up to and including the establishment and implementation of an in service engineering support activity.

Currently, the Next Gen maintains and runs a maintenance facility to perform defect correction for ground vehicle systems and in addition supports ground vehicle weapon system PEOs and PMs in identifying additional support capability requirements, which can be achieved through the leveraging and enhancement of the current capability.

OBJECTIVES: To provided the necessary lifecycle software engineering support to the PEO and PMs in the development and sustainment of their ground vehicle weapon systems including Post Production Software Support (PPSS). Objectives include developing a support capability to be utilized for the implementation of Post Production Software Support (PPSS) which includes; identification, validation, and correction of system level trouble reports for a ground vehicle weapon system transitioning into the field.

DESCRIPTION:

1. The contractor shall develop a plan to provide software engineering support to the Program Managers to meet their near term software lifecycle objectives/milestones, such as Software updates, Material Release, Unit Set Fielding, Software Blocking Releases, JTA compliance, milestone decisions, production deliverables, test events, demonstration exercises, and interoperability certifications.
2. The contractor shall develop a plan that addresses the expertise necessary to review, monitor, and provide recommendations on software development activities and perform Independent Validation and Verification (IV&V) for the Weapon System software for the following activities:
 - Software documentation
 - Requirement reviews/ Design reviews
 - Software Qualification Testing
 - Software Support Planning- Computer Resource Support Plan
 - Software element of Production Readiness Review
 - Software Transition Planning
 - Software Materiel Release
 - Safety Release (Software)
 - Software Maturity assessments/Independent Expert Reviews
 - Software Configuration Management
 - Risk Management and risk mitigation
3. The contractor shall develop a plan to support the overall transition of the ground vehicle weapon system from development to maintenance within the Next Gen facility. The plan that is developed shall include establishing the Next Gen support capability to provide basis for performing Line Replaceable Unit (LRU), system, and vehicle level maintenance following fielding.
4. The contractor shall develop a plan for the operation of the Next Gen facility to include defect identification, defect correction, Computer Software Configuration Item (CSCI) and system test, and software delivery.
5. The contractor shall develop a plan to conduct Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) integration activities: development of vehicle/system architecture; definition and oversight of System Integration Lab (SIL) and interoperability requirements; and C4ISR support plan.

Sample Task # 2

Reference: C.3.1, C.3.2, C.3.3, C.3.4, C.3.6, C.3.9, C.3.13.

TITLE: Human Robotic Interactions (HRI) Project

BACKGROUND: HRI is a planned demonstrator to exploit emerging model-driven embedded intelligent agents and scalable human-robot interfaces. It will use an Armed Robotic vehicle (testbed) as one of the platform. The demonstrator shall include state-of-the art in perception technologies to provide the unmanned platform a high-fidelity and accurate view of the terrain surrounding it. Also, the demonstrator shall include tactical behavior technologies to provide the unmanned ground vehicle the capability to maneuver tactically in semiautonomous mode. Finally, the demonstrator shall provide increase in intrinsic mobility of the Robotic platforms.

Example technologies to be integrated include intelligent decision aides, semi-autonomous driving, automatic and automation-assisted route planning, embedded simulation, common operating environment, UWB communications, flexbus power distribution, and adaptive computing. Advances in simulation technology are making it feasible to deploy simulation systems embedded within a combat vehicle's Vetronics system to support operator/unit training, mission rehearsal, tactical battlefield visualization and simulation based acquisition. Additional advances in the area of human performance modeling (HPM) are making it possible to model the human constructively, allowing for distributed simulations with more flexibility and fidelity than currently available. HRI is responsible for developing/enhancing approaches to transition these technologies into the enhanced development and procurement of planned future vehicle combat systems.

The HRI demonstrator will be used for Warfighter Experiments. The Warfighter Experiments will consist of soldiers conducting battlefield scenarios in the testbed vehicle in conjunction with a mixture of real and virtual friendly and enemy vehicles, and integral future battle command concepts.

In order to insure successful integration and demonstration of the HRI testbed the identified technologies must be integrated utilizing an advanced Vetronics architecture in conjunction with a well defined program plan.

OBJECTIVES: Define a common architecture, systems engineering plan, and test plan with key technology evaluation metrics to be applied in the development, integration, and testing of the HRI program. Enhance current embedded simulation system, HPM and distributed simulation objective architectures for future combat vehicles and build upon and enhance current implementations.

DESCRIPTION:

1. The contractor shall define an enhanced common Vetronics architecture that includes electrical power architecture, networking (intra vehicle and dismounted), system operating environment, embedded simulation, human performance modeling and computing resources. The specified architecture shall address size, weight, power, parts obsolescence, component reuse, software ownership, cost, and army mandates. The embedded simulation system includes training, mission rehearsal, battlefield visualization, and simulation based acquisition in new-start or major upgrade combat vehicle programs.
2. The contractor shall generate a top-level functional design for the integrated HRI testbed.
3. The contractor shall develop a plan to manage the system integration of the HRI testbed to insure compliance with the HRI architecture.
4. The contractor shall develop plan to implement a Virtual and physical HRI architecture System Integration Laboratory (SIL), and show use of Virtual and physical SIL during HRI system engineering process.
5. The contractor shall analyze the support requirements for Vetronics architecture and distributed simulation and identify resources required to support various lab and field experiments.
6. The contractor shall conduct tests to evaluate the Vetronics architecture.

ATTACHMENT 006

PAST PERFORMANCE QUESTIONNAIRE

DESCRIPTION OF THE CURRENT SOLICITATION

This effort consists technical services to assist the Next Generation Software Technology Area (Next Gen) and Vetronics Technology Area (VTA) in their in-service engineering and Science and Technology missions. These missions emphasize the technical engineering in support of Program Managers within PEO-Ground Combat Systems including PM-Combat Systems, PM- Brigade Combat Team, PM-Future Combat System, PM Unmanned Ground Vehicles and TARDEC Science and Technology Objectives (STO) and Advanced Technology Demonstrator (ATD) programs. The technical engineering Services include Post Deployment Software Support (PDSS), Lifecycle software engineering support to the Program Managers in the acquisition and development of their main weapon systems platforms, and support of the Crew Integration & Automation Testbed (CAT), Robotic Follower (RF), Technology for Human-Robot Interactions (HRI) in Soldier-Robot Teaming, the ARV Robotic Technologies (ART) STO, and the Advanced Mobile integrated Power System (AMPS) STO.

Services to be provided include engineering analysis, system requirements definition, system design, system fabrication, software development, system integration, system testing, conduct of experiments, software process engineering, Lifecycle Software Engineering and System Enhancement.

Individuals receiving this questionnaire are requested to complete it and return it directly to the Government by electronic mail to these address: williaro@tacom.army.mil

Contractor:

Contract Number:

Contract Type:

Original Contract Value:

Current Contract Value:

Description of Work Performed:

Was this contract competitively awarded? () Yes () No

Was this a follow-on contract? () Yes () No

Period of Performance:

Place of Performance:

Your Title (e.g. PCO, ACO, COTR, etc) and period of involvement with the contract:

Title Period of Involvement

1. What was the contractor's overall technical performance? Any comments specifically addressing the contractor's technical expertise will be helpful. Please check one answer.

a) Excellent Performance - Objectives/requirements essentially always achieved or exceeded, with inconsequential exceptions.
)

- b) Good Performance - Objectives/requirements achieved with only rare exceptions, and the exceptions had minor consequences. ()
- c) Adequate Performance - Objectives/requirements generally achieved with occasional exceptions and, in almost all cases, exceptions had minor consequences. ()
- d) Marginal Performance - Objectives/requirements were frequently not fully achieved, often with significant consequences.)
- e) Poor Performance - Objectives/requirements were not achieved, with significant consequences.)

Comments:

2. To what extent did the contractor meet the target cost estimates? Please check one answer.

- a) Excellent Performance - Considerably less than estimated? ()
- b) Good Performance - Somewhat less than estimated? ()
- c) Adequate Performance - Approximately equal to estimates? ()
- d) Marginal Performance - Somewhat exceeded estimates? ()
- e) Poor Performance - Considerably exceeded estimates? ()

Comments:

3. How well did the contractor meet contract schedules? (test schedules, delivery schedules, demonstration schedules) Please check one answer.

- a) Excellent Performance - Objectives/requirements essentially always achieved or exceeded, with inconsequential exceptions.)
- b) Good Performance - Objectives/requirements achieved with only rare exceptions, and the exceptions had minor consequences.)
- c) Adequate Performance - Objectives/requirements generally achieved with occasional exceptions and, in almost all cases, exceptions had minor consequences. ()
- d) Marginal Performance - Objectives/requirements were frequently not fully achieved, often with significant consequences.)
- e) Poor Performance - Objectives/requirements were not achieved, with significant consequences.)

Comments:

4. What was the contractor's commitment to customer satisfaction and effective business relationships, including contract administration? Please check one answer.

- a) Excellent Performance - Highly committed? ()
- b) Good Performance - Committed? ()
- c) Adequate Performance - Somewhat committed? ()
- d) Marginal Performance - Limited commitment? ()
- e) Poor Performance - Almost no commitment? ()

Comments:

5. General comments and any other information you consider pertinent.

Comments: