

**2kW Military Tactical Generator
Product Improvement
Request for Proposal
W909MY-04-R-0010
Executive Summary**

This Executive Summary is provided for informational purposes only and does not in any way modify or change the terms and conditions of the Request for Proposal.

Program Description. The US Army Communications-Electronics Command RD&E Center (CERDEC), Command and Control Directorate, Army Power Division, Power Generation Branch, Fort Belvoir, VA seeks to conduct advanced research and development efforts to provide product improvements to the Army's currently fielded lightweight man-portable 2 kW military tactical generator (MTG) while also concurrently accelerating the research and development on the MTG's successor.

The 2 kW Military Tactical Generator (MTG) is the smallest electromechanical power source in the Army inventory. The 2 kW MTG is an open-frame generator set that is equipped with a Yanmar model L48AE-DEG, one-cylinder, air-cooled diesel engine to provide 2 kW of electrical power at either 120 volts, 60 Hertz AC or 28 volts DC, using different generator and control elements. Both generator units emit audible noise levels of 79 dBA at 7 meters. The wet weight of the 2 kW MTG, fully fueled and ready to operate, is 158 pounds for the AC unit (model MEP-531A) and 138 pounds for the DC unit (model MEP-501A). Other present characteristics include: Operating Fuels: DF-1, DF-2, JP-8; Maximum Fuel Consumption: 0.33 gph at rated load; MTBEFF: 818/490 hrs, AC/DC sets; Maintenance Ratio: 0.041.

Additional generator system performance or operational characteristics and requirements which might be improved upon, but which can not acceptably be compromised, include: Meet EMI requirements per MIL-STD-461; operational environment: -40 °F to +120 °F, rain, humidity, altitude, sand/dust; rail transport; -65 °F cold storage; salt spray and fungus; electric power rating: 2 kW, 1.0 pf @ 4000 ft and 120 °F, derate by 3.5%/1000 ft, max power rating at 110% of nominal rating; and power quality requirements per MIL-STD-1332B, Class 2C / DC.

In all cases, simplicity, durability and ruggedness are desired characteristics of any modifications directed at product improvements. Technologies and investigations with well defined approaches which are applicable to improving the current 2 kW MTG and/or to accelerating the research on the MTG's successor will be considered. A general purpose successor must be able to start and operate, to full rated capacity, using JP-8, DF-1 and DF-2 fuels, as a minimum.

The present Indefinite Delivery / Indefinite Quantity production contract concludes in 2011. More than 90% of the 2 kW MTG units fielded to date are 120 volt, 60 Hertz units.

Existing product improvement development and demonstration efforts are addressing noise and weight reduction individually and combined. Among the areas presently under investigation in the noise reduction task are: flywheel / fan modification or replacement; addition of sound absorbent coatings; engine operating parameter optimization; acoustic noise absorbing covers; exhaust noise reduction. The weight reduction task includes investigating or evaluating the prospects for weight reduction of/by: fuel tank and heat shield; EMI filter and generator controls; meter replacement; control box replacement; fuel filter bracket / stiffener replacement; frame replacement / composite frame; starter replacement; form-fit-function hardware replacement. In addition to the individual approaches, combined noise and weight reductions are being pursued via replacing the alternator/generator with a permanent magnet machine with appropriate power electronics and an electric governor, and operating the Yanmar engine at reduced speed. The resultant 2 kW MTG sets will be tested to the requirements of MIL-STD-705.

Product improvement efforts initiated must be able to clearly demonstrate improvements over the current 2 kW MTG system performance characteristics as listed in Table 1, Column 2 of the Statement of Work. Future requirements in the form of thresholds and objectives for various operational parameters are

presented in Table 1, Column 3 of the Statement of Work. This effort seeks progress toward meeting these goals.

The effort shall be directed at providing product improvements to the Army's currently fielded lightweight man-portable 2 kW military tactical generator (MTG) while also concurrently accelerating the research and development on the MTG's successor. This Statement of Work (SOW) defines the general areas of tasks that may be undertaken, data to be prepared, and performance objectives for the research and development of product improvements for the 2 kW MTG. Efforts may focus on making improvements in the following topical areas: Acoustic Signature; Weight; Reliability and Maintainability; Fuel Consumption; Power Quality; Deployability and Survivability. As noted above, any product improvements initiated must be able to clearly demonstrate operationally significant benefits by improving on the characteristics exhibited by the present version of the 2 kW MTG; these benefits shall aim to meet or exceed the Product Improvement Program and/or 2 kW MTG Successor thresholds and objectives listed in Table 1, where the baseline system represents the current 2 kW MTG. It is recognized that not all of the objectives may be attainable, and no offer is required to address all of the objectives.

While not explicitly listed in table 1, significantly reducing or eliminating the tendency "to wetstack" during extended operation at low loads is also desired.

In line with the above scope discussion, the contractor shall perform tasks to include basic value engineering or product improvement design, development, fabrication, demonstration, testing, evaluation and delivery of a lighter, quieter, more efficient, more reliable and lower maintenance 2 kW MTG, or the technology needed for a successor system that is reasonably expected to be in a production-ready status upon completion of this specific research and development effort.

It is the intent of the CECOM Acquisition Center to issue Request for Proposal W909MY-04-R-0010 via the Army Single Face to Industry Interactive Business Opportunities Page (IBOP) at <https://abop.monmouth.army.mil>. Proposals will be submitted electronically on the IBOP. In order to be able to submit a proposal on the IBOP, a contractor must first be registered.

A contractor employee, who is authorized to bind the contractor, must complete the registration. The process could take several days to finalize the registration and contractors are encouraged to register as soon as possible. Information on how to register is available on the IBOP in the User's Guide. Specific instructions pertaining to the IBOP are contained in Section L.

This acquisition has been designated a 100% small business set-aside action in accordance with Federal Acquisition Regulation (FAR) 52.219-6, Notice Of Total Small Business Set-Aside, dated June 2003.

Proposal Evaluation. Each initial offer should contain the Offeror's best terms from a price and technical standpoint. Offerors should pay particular attention to proposal submission information in Section L and evaluation criteria in Section M. Award will be made on an all or none basis.

Submittal of Pre-Proposal Questions. Offerors **shall not** submit questions related to this solicitation electronically using the Question format available in the IBOP 2 kW MTG solicitation folder. Questions regarding this acquisition must be submitted to the Contracting Officer, Ms. Patricia Davis, email pat.davis@cacw.army.mil. All responses to questions will be posted electronically on the IBOP. The Government requires a minimum of 1-week to staff solicitation questions therefore, it is requested that all questions be submitted no later than 5 July 2004. Any questions received after 5 July 2004 will be answered, but the Government cannot guarantee the reply prior to proposal due date.

Test Proposals. Prior to proposal submission, it is strongly recommended that offerors practice using the IBOP through the Demo Section. Submitting a file that is approximately the same size as the actual proposal will allow the offeror to ascertain the approximate amount of time that it will take to upload the proposal onto the IBOP. If you experience any problems accessing the IBOP, or have questions about

submitting proposals via the IBOP Page, please call the toll free IBOP Help Desk for assistance at 1-888-414-2677.

Proposal Due Date. Proposals shall be submitted on or before 12:00 p.m. local time, 22 July 2004.

Proposal Acceptance Period. Proposals shall include a statement regarding the proposal acceptance period. The Government requires a minimal acceptance period of 180 calendar days.

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 54
2. CONTRACT NO.	3. SOLICITATION NO. W909MY-04-R-0010	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 22 Jun 2004	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USA CECOM ACQUISITION CTR-WASHINGTON AMSEL-AC-W 2461 EISENHOWER AVE. ALEXANDRIA VA 22331		CODE W909MY	8. ADDRESS OFFER TO See Item 7		(If other than Item 7)	CODE
TEL: (703) 325-9760		FAX:		TEL:		FAX:

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

SOLICITATION

9. Sealed offers in original and 0 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 See Sect L.14 Instructions. until 12:00 PM local time 22 Jul 2004
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME PATRICIA DAVIS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (703) 325-1713	C. E-MAIL ADDRESS Pat.Davis@cacw.army.mil
---------------------------	---------------------------	---	--

11. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	17 - 23
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS./ WORK STATEMENT	3 - 9	X J	LIST OF ATTACHMENTS	24
X D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	11	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	25 - 36
X F	DELIVERIES OR PERFORMANCE	12			
X G	CONTRACT ADMINISTRATION DATA	13 - 14	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	37 - 50
X H	SPECIAL CONTRACT REQUIREMENTS	15 - 16	X M	EVALUATION FACTORS FOR AWARD	51 - 54

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 NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		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
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	
TEL:	EMAIL:	(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.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	2kW MTG Improvements CPFF		Lot		
	The contractor shall research and develop 2kW MTG improvements in accordance with the Statement of Work, Section C.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data CPFF				
	Data as set forth in Contract Data Requirements List, Exhibit A.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

FOB: Destination

Section C - Descriptions and Specifications

1 SCOPE.

1.1 **Background:**

The US Army Communications-Electronics Command RD&E Center (CERDEC), Command and Control Directorate, Army Power Division, Power Generation Branch, Fort Belvoir, VA seeks to conduct advanced research and development efforts to provide product improvements to the Army's currently fielded lightweight man-portable 2 kW military tactical generator (MTG) while also concurrently accelerating the research and development on the MTG's successor.

The 2 kW Military Tactical Generator (MTG) is the smallest electromechanical power source in the Army inventory. The 2 kW MTG is an open-frame generator set that is equipped with a Yanmar model L48AE-DEG, one-cylinder, air-cooled diesel engine to provide 2 kW of electrical power at either 120 volts, 60 Hertz AC or 28 volts DC, using different generator and control elements. Both generator units emit audible noise levels of 79 dBA at 7 meters. The wet weight of the 2 kW MTG, fully fueled and ready to operate, is 158 pounds for the AC unit (model MEP-531A) and 138 pounds for the DC unit (model MEP-501A). Other present characteristics include: Operating Fuels: DF-1, DF-2, JP-8; Maximum Fuel Consumption: 0.33 gph at rated load; MTBEFF: 818/490 hrs, AC/DC sets; Maintenance Ratio: 0.041.

Additional generator system performance or operational characteristics and requirements which might be improved upon, but which can not acceptably be compromised, include: Meet EMI requirements per MIL-STD-461; operational environment: -40 °F to +120 °F, rain, humidity, altitude, sand/dust; rail transport; -65 °F cold storage; salt spray and fungus; electric power rating: 2 kW, 1.0 pf @ 4000 ft and 120 °F, derate by 3.5%/1000 ft, max power rating at 110% of nominal rating; and power quality requirements per MIL-STD-1332B, Class 2C / DC.

In all cases, simplicity, durability and ruggedness are desired characteristics of any modifications directed at product improvements. Technologies and investigations with well defined approaches which are applicable to improving the current 2 kW MTG and/or to accelerating the research on the MTG's successor will be considered. A general purpose successor must be able to start and operate, to full rated capacity, using JP-8, DF-1 and DF-2 fuels, as a minimum.

The present Indefinite Delivery / Indefinite Quantity production contract concludes in 2011. More than 90% of the 2 kW MTG units fielded to date are 120 volt, 60 Hertz units.

Existing product improvement development and demonstration efforts are addressing noise and weight reduction individually and combined. Among the areas presently under investigation in the noise reduction task are: flywheel / fan modification or replacement; addition of sound absorbent coatings; engine operating parameter optimization; acoustic noise absorbing covers; exhaust noise reduction.

The weight reduction task includes investigating or evaluating the prospects for weight reduction of/by: fuel tank and heat shield; EMI filter and generator controls; meter replacement; control box replacement; fuel filter bracket / stiffener replacement; frame replacement / composite frame; starter replacement; form-fit-function hardware replacement. In addition to the individual approaches, combined noise and weight reductions are being pursued via replacing the alternator/generator with a permanent magnet machine with appropriate power electronics and an electric governor, and operating the Yanmar engine at reduced speed. The resultant 2 kW MTG sets will be tested to the requirements of MIL-STD-705.

Product improvement efforts initiated must be able to clearly demonstrate improvements over the current 2 kW MTG system performance characteristics as listed in Table 1, Column 2. Future requirements in the form of thresholds and objectives for various operational parameters are presented in Table 1, Column 3. While not explicitly listed in table 1, significantly reducing or eliminating the tendency to "wetstack" during extended operation at low loads is also desired. This effort seeks progress toward meeting these goals.

Criteria	Current 2kW MTG System	Product Improvement Program & / or 2kW MTG Successor
Power Quality (Ref. MIL-STD-1332B.)	AC 50/60 Hz: Utility, Class 2C DC: Utility, Class (DC).	Same requirement.
Fuel Consumption	0.33 gals/hour (fleet maximum)	15% reduction=0.28 gal/hour (threshold). 25% reduction=0.25 gal/hour (objective).
Weight (DC)	Weight (wet): 138 lbs.	10% reduction=124 lbs (DC) (threshold). 25% reduction=103 lbs (DC) (objective).
Weight (AC)	Weight (wet): 156 lbs.	10% reduction=140 lbs. (AC) (threshold). 25% reduction=117 lbs. (AC) (objective).
Reliability (DC)	490 hours.	750 hours (threshold). 1250 hours (objective).
Reliability (AC)	818 hours. AC & DC Mean Value = 654 hours MTBEFF	750 hours (threshold). 1250 hours (objective).
Acoustic Signature	Noise (79 dBA @ 7 meters).	72 dBA@7 meters (threshold). 69 dBA@7 meters (objective).
Maintenance Ratio	0.041 (41 maintenance hours per 1000 operating hours)	0.030 or less (30 hr/1000 op hrs) (threshold). 0.020 or less (20 hr/1000 op hrs) (objective).
Scheduled Maintenance		500 hours required

Table 1. Tactical Electric Power Operational Requirements Document (Draft) System Objectives.

1.2 Specific Scope:

The effort shall be directed at providing product improvements to the Army's currently fielded lightweight man-portable 2 kW military tactical generator (MTG) while also concurrently accelerating the research and development on the MTG's successor. This Statement of Work (SOW) defines the general areas of tasks that may be undertaken, data to be prepared, and performance objectives for the research and development of product improvements for the 2 kW MTG. Efforts may focus on making improvements in the following topical areas: Acoustic Signature; Weight; Reliability and Maintainability; Fuel Consumption; Power Quality; Deployability and Survivability. As noted above, any product improvements initiated must be able to clearly demonstrate operationally significant benefits by improving on the characteristics exhibited by the present version of the 2 kW MTG; these benefits shall aim to meet or exceed the Product Improvement Program and/or 2 kW MTG Successor thresholds and objectives listed in Table 1, where the baseline system represents the current 2 kW MTG. It is recognized that not all of the objectives may be attainable, and no offer is required to address all of the objectives.

While not explicitly listed in table 1, significantly reducing or eliminating the tendency to “wetstack” during extended operation at low loads is also desired.

In line with the above scope discussion, the contractor shall perform tasks to include basic value engineering or product improvement design, development, fabrication, demonstration, testing, evaluation and delivery of a lighter, quieter, more efficient, more reliable and lower maintenance 2 kW MTG, or the technology needed for a successor system that is reasonably expected to be in a production-ready status upon completion of this specific research and development effort.

2. APPLICABLE DOCUMENTS / REFERENCES.

- | | |
|---------------------|---|
| a. MIL-STD-461D | Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility |
| b. MIL-HDBK-705C | Generator Sets, Electrical, Measurement and Instrumentation Methods |
| c. MIL-STD-705C | Generator Sets, Engine-Driven, Test Methods and Instructions |
| d. MIL-STD-810F | Test Method Standard for Environmental Engineering Considerations and Laboratory Tests |
| e. MIL-STD-1332B | Definitions Of Tactical, Prime, Precise, And Utility Terminology Or Classification Of The DoD Mobile Electric Power Engine Generator Set Family. 13 MAR 73. |
| f. MIL-STD-1474D(2) | Human Engineering Design Criteria For Military Systems, Equipment, And Facilities |

3. REQUIREMENTS.

3.1 Description of Technical Effort: The Army has a need for a higher performance power source in the 2 kW power range. This technical effort shall focus on providing some mix of performance improvements associated with achieving Utility Class 2C and/or DC power quality per MIL-STD-1332B, lighter weight, lower noise, higher efficiency, higher reliability, improved maintainability, and lower overall maintenance. The contractor shall improve upon at least one performance parameters listed in Table 1, Column 2. A goal will be to meet or exceed the threshold and then the objective for that particular parameter as listed in Table 1, Column 3.

While not explicitly listed in Table 1, significantly reducing or eliminating the tendency to “wetstack” during extended operation at low loads is also desired.

Product improvements applied to the 2 kW MTG to meet these future performance requirements must not impact the modified 2 kW MTG’s ability to comply with current military requirements. The performance of the existing 2 kW MTG set shall not be compromised in any way by the product improvements; the resultant modified 2 kW MTG set or the appropriate successor technology demonstrator shall provide the full required performance under all of the environmental operating conditions stated in 3.1.1 below.

3.1.1 Environmental Requirements. Environmental requirements for the current 2 kW MTG set are listed in APPENDIX A of this SOW. These shall not be compromised, but may be improved upon.

3.1.2. Electromagnetic Interference Requirements. Electromagnetic interference requirements for the current 2 kW MTG are listed in SOW APPENDIX B of this SOW. These shall not be compromised, but may be improved upon.

3.1.3 Product Improvement Verification.

For the purpose of tracking the individual effects of potential product improvements, the following shall pertain:

- a. If engine changes are made, they shall be demonstrated with the existing generator(s).
- b. If generator system changes are made, they shall be demonstrated with the existing engine.
- c. If ancillary system changes are made, they shall be demonstrated as a group with the existing engine-generator assembly, but with provision made for individual evaluation where possible.
- d. Where more than one major functional item is modified or replaced in a single model, the multiply modified 2 kW MTG unit shall be demonstrated.

In all cases, appropriate matching interfaces for seamless adaptation to the current 2kW MTG shall be required unless this is impractical, impossible, or totally inappropriate and counter to meeting the objectives of this effort. Offerors shall address this issue if it applies.

3.2 Conferences, Meetings and Reviews

3.2.1 Post Award Orientation Conference. The contractor shall convene a Post Award Orientation Conference at Ft. Belvoir, VA no later than 15 days after contract award. This conference is intended to assure that both the Government and the contractor have a common mutual understanding of the objectives, general approach, and anticipated results of this effort. The conference shall be no more than two days in duration. The contractor shall present the following administrative and technical information during the meeting.

- Overview of the program schedule.
- Individual schedules for all separately identified major tasks.
- Cost projection of planned monthly expenditures over the life of the contract.
- Review of the deliverables as stated in the Contract Data Requirements List (CDRL).
- Overview of the technical effort and program objectives as outlined in the tasks delineated in the contractor's proposal.
- Identification of all management and technical persons planned to be assigned to this program.

3.2.2 Preliminary Design Review (PDR). The contractor shall convene a design review meeting with the Government at Ft. Belvoir, VA not later than four (4) months after contract award to present the fully detailed programmatic and technical approach and preliminary design for achieving the product improvements offered to and accepted by government as the focus of this contract. At a minimum, the PDR shall cover the following areas:

- Updated, detailed overall program schedule.
- Revised and updated individual schedules for all separately identified major tasks.
- Updated cost projection of planned monthly expenditures over the life of the contract.
- Well-developed preliminary designs for all technical tasks delineated in the contract.
- Identification of all management / technical persons assigned to this program; revised.

3.2.2.1 Authorization to Proceed. As a result of this Preliminary Design Review, and only upon Government approval as evidenced by the explicit authorization of the Contracting Officer, the contractor shall begin the effort to detail design, fabricate, test, evaluate and implement the product improvements authorized under this effort.

3.2.3 Program Reviews. A program technical review will be held at the contractor's facility approximately every six months after award of the contract. A final program review covering all efforts conducted under this contract shall be held at Ft. Belvoir 23 months after contract award to review the completed efforts, or sooner if appropriate and mutually agreed. The final Program Technical Review shall be held to coincide with the delivery of the Prototypes specified in 3.5.1 and the draft Final Scientific and Technical report specified in 3.4.

3.2.4 Conferences and Reviews. The contractor shall ensure that appropriate personnel, including sub-contractors, are available to address and resolve agenda items for conferences and reviews. The Government reserves the right to call for conferences or Interim Progress Reviews (IPRs) to discuss contract issues on an as needed basis. The conferences will take place at either the Government or contractor's facility at the discretion of the Government. Interim Progress Reviews may be anticipated to occur at least semi-annually, depending upon the progress reported (and actually obtained) and problems encountered.

3.3 Tasks

3.3.1. Detailed Programmatic and Technical Approach; Preliminary Design. The contractor shall devise and prepare a detailed programmatic and technical approach and preliminary design(s) for the contracted product improvements. These efforts shall have sufficient depth to engender confidence in the government reviewers of the contractor's ability to perform the detailed design, development, testing and evaluation of the product improvements.

3.3.1.1 Product Improvement Research and Development Effort. Upon receiving explicit Authorization to Proceed from the Contracting Officer per 3.2.2.1, the contractor shall execute the approved product improvement R&D plan as presented and agreed. Commercially available Yanmar L48AE-DEG engines may be used where appropriate to facilitate the research and development efforts, but ultimate applicability and demonstration in the MEP-501 (DC) and/or MEP-531 (AC) 2 kW MTG configuration shall be required.

3.3.2 System Integration Prototypes. The contractor shall incorporate and apply the results of the product improvement design and development effort of 3.3.1.1 to the 2 kW MTG. The contractor shall procure or manufacture and modify a sufficient number of 2 kW MTGs to complete all contractor tests described within this SOW, and to provide product improvement verification samples for Government testing and evaluation as required.

3.3.3 System Testing. The contractor shall test and evaluate the product improvements or advanced technology demonstration system as applied to the existing 2 kW MTG set to demonstrate and verify how far the improvements go toward meeting the thresholds and objectives of the draft TEP ORD as listed in Table 1. R&D changes applied to the 2 kW MTG to meet these new performance requirements must not impact the system's ability to comply with current military requirements for EMI per MIL-STD-461; environmental capabilities, such as, operating ambient temperatures from - 40° F to + 120° F, rain, humidity, altitude, sand/dust, rail transport, - 65° F cold storage, salt spray, and fungus; electric power rating: 2 kW, 1.0 pf @ 4000 ft/120° F, de-rate 3.5 %/1000 ft (4000 to 8000 ft), max power rating at 110 %; and electric power quality requirements consistent with MIL-STD-1332B. Any aspect of the revised system which might be affected by any of the tests required of the 2 kW MTG as listed in PD 6115-0111 for the 2 kW MTG production unit, or which might impact current performance capabilities, positively or negatively, affect shall be tested to those requirements. Tests shall be conducted in accordance with the procedures described in MIL-HDBK-705C. The contractor may propose additional tests, if warranted.

3.3.3.1 Test Plan. The contractor shall develop a test plan for testing and evaluating the modified product improved prototype units. The test plan shall be provided to the Government for review and approval. If the contractor and the Government fail to reach a mutual agreement on the test plan, the Government will determine the tests to be conducted. At a minimum, tests shall address demonstrating full performance capability of the modified set and any new elements or areas affected by any of the possible operating environments delineated in Section 3.1.1 above.

3.3.3.2 Testing. The contractor shall conduct testing in accordance with the approved test plan from paragraph 3.3.3.1.

3.3.3.3 Test report. The contractor shall document all test results (including test failures and test successes), findings and recommendations in a test report.

3.4 Scientific and Technical Report. The contractor shall prepare a Scientific and Technical report detailing the work performed and results obtained in performing the contracted effort.

3.5 Prototypes

3.5.1 Product Improvement Prototypes. The contractor shall deliver modified and tested prototype 2 kW MTGs to the Government that include the product improvements or advanced technology demonstration hardware, per the following schedule:

a. Where engine changes constitute the product improvement, the contractor shall deliver two (2) modified MEP-531A (AC) units to the government for testing, evaluation, and demonstration purposes.

b. Where AC generating system changes constitute the product improvement, the contractor shall deliver two (2) modified MEP-531A (AC) units to the government for testing, evaluation, and demonstration purposes.

c. Where DC generating system changes constitute the product improvement, the contractor shall deliver two (2) modified MEP-501A (DC) units to the government for testing, evaluation, and demonstration purposes.

d. Where both engine and generator system changes constitute the product improvement, the contractor shall deliver two (2) modified MEP-531A (AC) units or two (2) modified MEP-501A (DC) units to the government for testing, evaluation, and demonstration purposes; the units shall be of the same type (AC or DC) as the unit changed or replaced.

e. Where only ancillary equipment constitutes the product improvement, the contractor shall deliver two (2) modified MEP-531A (AC) units to the government for testing, evaluation, and demonstration purposes.

3.6 Data, Reports and Documentation

3.6.1 Monthly Progress and Funding Report. The contractor shall prepare and submit a monthly Contractor's Progress, Status, and Management Report for the reporting period in accordance with CDRL Data Item Number A001. This report shall be prepared in the contractor's standard format. As a minimum, the following information shall be provided:

- Activities performed during the reporting period.
- Problems, if any, which occurred during the reporting period.
- Planned activities for the next reporting period.
- Funding expended during the reporting period.
- Cumulative funds expended to date.
- Significant obligations incurred, but not expensed, in the period.
- Prior reported obligations incurred that were expensed in the period.
- Percent work accomplished during the reporting period and the total program.
- Cumulative percent work performed to date.

3.6.2 Final Scientific and Technical Report. The contractor shall document all research, development, design, test and evaluation efforts and results obtained in the course of this investigation in a Scientific and Technical Report, as

specified in 3.4, and prepare and submit the report in accordance with CDRL Data Item Number A002. The report will be prepared in the contractor's standard format, consistent with ANSI Standards.

3.6.3 Test Plan. The contractor shall prepare a test plan for testing as specified in 3.3.3.1 in accordance with CDRL Data Item Number A003. The test plan will be prepared in the contractor's standard format.

3.6.4 Test Report. The contractor shall prepare a test report for testing as specified in 3.3.3.3 in accordance with CDRL Data Item Number A004.

3.6.5 Drawings. The contractor shall provide shop-level drawings and schematics of the modified 2 kW MTG for this effort, in accordance with CDRL Data Item Number A005.

3.6.6 Program Schedule. The contractor shall provide program schedules as specified in 3.2 and 3.3.1.1, in accordance with CDRL Data Item Number A006. Updated plans and schedules shall be provided to the government within 15 days of Government request.

3.6.7 Cost Projection Schedule. A planned / estimated schedule illustrating anticipated costs and expenditures versus time in months shall be prepared and presented. The Cost Projection Schedule shall detail planned and actual expenditures to date, and shall present any revisions in planned expenditures and rates based on the then current status of the effort. The Cost Projection Schedule shall be in accord with CDRL Data Item Number A007.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.247-4201 PACKAGING AND MARKING (BELVOIR)(OCT 96)

Unless otherwise set forth in the Statement of Work, Packaging and Marking shall be in accordance with ASTM-D 3951-95. Copies of the ASTM-D 3951-95 are available from the:

AMERICAN SOCIETY FOR TESTING & MATERIALS
100 BARR HARBOR DRIVE
WEST CONSHOHOKEN, PA 19248-2959

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-4202 TIME OF PERFORMANCE (BELVOIR)(JAN 93)

The contractor shall complete and deliver the work called for in Sections B and C as follows:

CLIN	DATE
0001	24 Months After Contract Award
0002	As set forth within the Data Item Descriptions on the Contract Data Requirements List, Exhibit A.

52.212-4206 METHOD AND PLACE OF DELIVERY (BELVOIR)(JAN 98)

Contract Line Item(s) 0001 as set forth in contract sections B and C of the contract shall be delivered F.O.B. Destination consigned and marked as set forth below. Data, if any, shall be consigned and marked as indicated on the Contract Data Requirements List, DD Form 1423, Exhibit A.

SHIP TO:	CECOM RDEC NVESD Property Officer, Warehouse, Bldg 335 5961 Putnam Road Fort Belvoir, VA 22060-5677
MARK FOR:	To Be Completed At Time of Award.
Contract No.:	To Be Completed At Time of Award.
ATTN:	To Be Completed At Time of Award.
EMAIL:	To Be Completed At Time of Award.

52.212-4209 METHOD AND PLACE OF DATA DELIVERIES (BELVOIR)(JAN 98)

Data delivered under this contract shall be delivered electronically to the destination(s) set forth on the Contract Data Requirements List, DD Form 1423.

The specific electronic mail addresses that correspond with the DD Form 1423 are:

AMSRD-CER-C2-AP-PG	To Be Completed At Time of Contract Award.
AMSEL-AC-WB-B	pat.davis@cacw.army.mil

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.232-4201 SUBMITTAL OF INVOICES (BELVOIR)(JAN 03)

The Contractor shall submit an invoice or voucher to:

*To be completed at time of contract award.

52.232-4202 ALLOCATION OF FUNDS (BELVOIR)(JAN 93)

In conjunction with FAR 52.232-22, Limitation of Funds, the amount of funds presently available for this contract is \$ ____* ____ . It is estimated that these funds cover a period of performance from ____* ____ to ____* ____.

*To be completed at time of contract award.

52.242-4201 CONTRACT ADMINISTRATION (BELVOIR)(JAN 93)

Contract administration functions listed in FAR 42.302 shall be performed by the Defense Contract Management Agency (DCMA) component having cognizance of the contractor's geographic area or facility.

52.242-4202 PURCHASING OFFICE REPRESENTATIVES (BELVOIR)(JAN 03)

Procuring Contracting Officer:	Patricia Davis
Office Symbol:	AMSEL-AC-W
Telephone (commercial):	(703) 325-1713
Fax	(703) 428-1620
Telephone (DSN) Prefix	221
Email:	pat.davis@cacw.army.mil

Contract Specialist:	To Be Determined
Office Symbol:	AMSEL-AC-W
Telephone (commercial):	(703) 325-_____
Fax	(703) 428-_____
Telephone (DSN) Prefix	221
Email:	_____ @cacw.army.mil

Contracting Officers Representative:	To Be Determined
Office Symbol:	
Telephone (commercial):	() - _____
Fax	() - _____
Telephone (DSN) Prefix	
Email:	_____

52.6110-4002 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL
(CECOM)(OCT 97)

Unless exempted by the Procuring Contracting Officer in writing, communication after contract award with Government agencies shall be transmitted via electronic mail (e-mail). The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Instructions to Contract Ordering Officer
- Instructions to Administrative Contracting Officer*
- Instructions to other Defense Contract Management Command personnel*
- Instructions to Defense Finance Administration Services
- Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program.

See Section H, Clause 52.6110-4001, entitled "Mandatory Use of Contractor to Government Electronic Mail", for further guidance.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.6110-4001 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL
(CACW)(Oct 03)

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: MS Office 2000 to include Excel

(c) Files larger than 2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Routine Letters
- Requests for Proposals under the contract
- Price Issues (except contractor pricing data)
- Contract Data Requirements List Submittals
- Contract Data Requirements List Comments
- Approvals/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control Drawings (not to exceed 4 megabyte)
- Revised Shipping Instructions
- Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /a/ symbol above the Contracting Officer's signature block. 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.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) 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. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their email address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

pat.davis@cacw.army.mil

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-6	Royalty Information	APR 1984

52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	MAY 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997

252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

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

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

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

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

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

- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (C) Direct labor;
 - (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

(End of clause)

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 zero or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Attachment/Exhibit	Description/Title	Number of Pages
Exhibit A	Contract Data Requirements List	4
Appendix A	Environmental Requirements - From Pd 6115-0111, Sec 3.9, Environmental Requirements	1
Appendix B	Electromagnetic Interference Requirements - From Pd 6115-0111, Sec. 3.10	1

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds 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 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, 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)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“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.

“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;

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)

52.204-4000 SIGNATURE AUTHORITY (BELVOIR)(JAN 98)

- a. The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.10 requires that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.
- b. Offerors must provide evidence, appropriate to the business category, of the signer's authority to bind them on a contract. This evidence maybe: (1) Furnished as an attachment to its offer; or (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12-months, where the signer's authority was confirmed by attachment to that offer; or; (3) Furnished upon receipt of a specific request for the information from the contracting officer.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(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)

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 the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(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 women-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 for 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, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) 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 the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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 to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, 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)

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) 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)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

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: (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 the United States or its outlying areas.

(End of clause)

52.237-8 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS. (AUG 2003)

(a) The Federal Acquisition Regulation (FAR), at 31.205-6(g)(6), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the agency grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that--

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for (i) members of the armed forces stationed or deployed outside the United States, or (ii) employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Name of Person Asserting
With Restrictions * Basis for Assertion ** Asserted Rights Category ***	Restrictions ****
(LIST) *****	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

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:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) 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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

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).

(End of provision)

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

US Army CECOM Acquisition Center - Washington
AMSEL-AC-WB-B (Patricia Davis)
2461 Eisenhower Avenue - Rm 1126
Alexandria, VA 22331-0700

Email: pat.davis@cacw.army.mil

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit

cost or pricing data, the following applies:

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

(c) Submit the cost portion of the proposal via the following electronic media: See Instruction to Offerors, Section L, Cost Proposal.

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 acknowledgment of receipt from Ms. Patricia Davis, Contracting Officer at US Army CECOM Acquisition Center - Washington, 2461 Eisenhower Ave - Rm 1126, Alexandria, VA 22331-0700.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(iv) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.211-7001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS. (DEC 1991)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

US Army CECOM Acquisition Center - Washington
AMSEL-AC-WB-B (Patricia Davis)
2461 Eisenhower Avenue - Rm 1126
Alexandria, VA 22331-0700

Email: pat.davis@cacw.army.mil

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Clause)

L.13 Submittal Of Solicitation Questions.

Offerors shall not submit questions related to this solicitation electronically using the Question format available in the Army IBOP ASTAMIDS solicitation folder. Questions regarding this acquisition must be submitted to the Contracting Officer, Ms. Patricia Davis, email pat.davis@cacw.army.mil. All responses to questions will be posted electronically on the IBOP. The Government requires a minimum of 1-week to staff solicitation questions therefore, it is requested that all questions be submitted no later than 5 July 2004. Any questions received after 5 July 2004 will be answered, but the Government cannot guarantee the reply prior to proposal due date.

L.14 PROPOSAL SUBMISSION

1. General. Proposals submitted in response to this solicitation shall include sections describing Technical, Past Performance and Cost. An Offeror's failure to provide in its proposal the information specified below might result in that proposal not being considered by the Government for negotiation or award. A proposal shall represent the Offeror's best effort to respond to the solicitation.

2. Proposal Submission

(1) The proposal shall be submitted in electronic format via the Army Single Face to Industry Interactive Business Opportunities Page (IBOP). The URL for the IBOP is <https://abop.monmouth.army.mil>. The IBOP submittal shall include an electronic signature by an individual having authority to enter into a contract.

(2) In order to be able to access the RFP and submit a proposal a contractor must first be registered on the IBOP. A CAGE Code and DUNS number are required to complete registration for proposal submissions. A contractor employee who is authorized to bind the contractor must complete the registration. The process could take several days to finalize the registration and contractors are encouraged to register as soon as possible.

3. Proposal Format

(1) Proposals shall be submitted via electronic media using Microsoft Office 2000 products (i.e., Microsoft® Word and Excel, and Adobe Acrobat version 4.0), in separate files as set forth below. All information pertaining to a particular file shall be confined to that file. The proposal submission for Volume 2 shall be compressed (zipped) into one self-extracting files using WinZip version 6.2 or less.

(2) Each Offeror shall submit its electronic proposal in five separate volumes. The files shall be titled as follows:

TITLE	FILE NAME
Volume 1 – Offer	VendorNameOFFER.PDF
Volume 2 – Technical Proposal	VendorNameTECH.EXE
Volume 3 – Past Performance	VendorNamePERFRSK.PDF
Volume 4 – Cost Proposal	
Proposal Text	VendorNameCOSTTXT.PDF
Proposal Spreadsheets	VendorNameCOSTSHT.XLS
Volume 5 – Sanitized Cost Proposal	
Proposal Text	VendorNameSCOSTTXT.PDF
Proposal Spreadsheets	VendorNameSCOSTSHT.XLS

(3) The Cost and Sanitized Cost Proposals shall each be submitted in two files. One file will include all text and be submitted in PDF format. The second file will include all spreadsheets with working formulas.

(4) Each volume shall be submitted in its own file(s), as specified above. No information from one file shall be contained in files of other volumes.

(5) Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents (not included in page count), Summary Section (not to exceed one page and not included in the page count) and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked.

(6) Classified data, if proposed, shall be contained in a separate Appendix to the Technical files. No classified material shall appear elsewhere in the proposal and shall not be submitted electronically. Separate instructions will be provided for submission of classified information in the solicitation. Contact the Contracting Officer for information on submitting classified data.

4. Contents of Volume 1 - Offer.

This volume shall contain the following information:

(1) The first page of the Offer shall include:

(i) Solicitation number;

(ii) Name, address, electronic mail address, telephone and facsimile number of points of contact for the Offeror;

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, electronic addresses, telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf in connection with this solicitation;

(v) Name, title and signature of person authorized to sign the proposal (evidence of agents authority to sign shall be included within proposal); and

(vi) Offeror's DUNS number, CAGE Code, and taxpayer ID.

(2) Completed Standard Form 33.

(3) Completed Section B, Supplies or Services and Prices/Costs.

(4) Sections C, D, E, F, G, H, I, J and M.

(5) Completed Section K, Representation, Certifications and Other Statements of Offerors.

(6) Completed Section L, Instructions, Conditions and Notices to Offerors.

(7) Statement regarding the proposal acceptance period. The Government requires a minimum proposal acceptance period of 180 calendar days.

5. Contents of Volume 2 - Technical Proposal

(1) The Offeror shall provide in the Technical Proposal sufficient information to substantiate the Offeror's proposed approaches, plans, and resources for satisfying all of the Government's requirements as defined in this solicitation.

(2) Volume 2 shall not exceed 50 pages inclusive of graphics and illustrations, when printed out as a hard copy. The pages shall be 8 1/2 inches by 11 inches, including graphics, illustrations, schedules, and tables. For pages containing narrative material, there shall be one-and-one-half spaces between lines, six or less lines per vertical inch, 10-point font or larger, and one-inch margins or larger on all four sides of the paper. Graphics, illustrations, schedules, and tables may use any suitable format with fonts no smaller than 6-point. Foldout pages shall be counted as multiples of 8 1/2 X 11 pages (i.e. an 11 X 17 foldout page will be counted as 2 pages.) All pages shall be sequentially numbered.

(3) Volume 2 shall be organized to facilitate the Government's evaluation of the Technical subfactors in accordance with Section M. Volume 2 shall address, at a minimum, the following Technical subfactors with sufficient depth and background information to provide the Government evaluators clear insight to and understanding of the proposed approaches, plans, etc.

T1. The Offeror should provide sufficient detail to allow the Government to perform the assessments described in Section M, Technical Subfactor T1. Specifically the Offeror should provide a complete description of the proposed approach for designing the proposed 2kw MTG product improvements. The proposal should include as a minimum a discussion of how the proposed product improvement (s) will improve upon at least one performance parameters; how the offeror proposes to assure compliance with the environmental requirements for the current 2 kW MTG; how the offeror proposes to assure compliance with Electromagnetic interference requirements of the current 2 kW MTG; and the proposed approach for product improvement verification.

T2. The Offeror should provide sufficient detail to allow the Government to perform the assessments described in Section M Technical Subfactor T2. Specifically the Offeror should provide a complete description of the proposed approach to integration of the proposed product improvement(s) into the existing 2 kW MTG including the proposed approach for procuring, modifying, and delivering prototype 2 kW MTGs to the Government that include the product improvements or advanced technology demonstration hardware.

T3. The Offeror should provide sufficient detail to allow the Government to perform the assessments described in Section M, Technical Subfactor T3. Specifically the Offeror should provide a complete description of the proposed approach to contractor testing to assure delivery of functioning prototype 2 kW MTGs.

6. Contents of Volume 3 - Past Performance.

(1) The past performance information shall be organized to facilitate the Government's evaluation of this factor in accordance with Section M.

(2) Volume 3 shall not exceed 30 pages, inclusive of graphics and illustrations, when printed out as a hard copy. The pages shall be 8 1/2 inches by 11 inches. For pages containing narrative material, there shall be one-and-one-half spaces between lines, six or less lines per vertical inch, 10-point font or larger, and one-inch margins or larger on all four sides of the paper. Graphics, illustrations, schedules, and tables may use any suitable format with fonts no smaller than 6-point. Foldout pages shall be counted as multiples of 8 1/2 X 11 pages (i.e. an 11 X 17 foldout page will be counted as 2 pages.). All pages shall be sequentially numbered.

(3) Offerors shall submit a description of all Government and industry contracts (prime and major subcontracts in performance during the past three [3] years) that are relevant to the efforts required by this solicitation. NOTE: If the total number of relevant contracts for the prime or major subcontractor during the past three [3] years is less than five [5], include description of relevant contracts in performance for past five [5] years.) Relevant is defined as those advanced or engineering development contracts for integration efforts involving equipment of a similar nature to the effort required by this solicitation. This volume shall be organized into the following sections:

A. Section 1 - Contract Descriptions. This section shall include the following information in the following format:

1. Contractor/Subcontractor place of performance, CAGE Code and DUNS number.
2. Government procuring contracting activity, address, telephone and FAX numbers.
3. PCO's name, telephone and fax numbers.
4. Government's technical representative/COR telephone and fax numbers.
5. Government contract administration activity and the ACO's name, telephone and fax numbers.
6. Government contract administration activity's Pre-Award Monitor's name, telephone and fax numbers.
7. Contract Number.
8. Contract Type.
9. Awarded price/cost.

10. Final or projected final price/cost.

11. Original delivery schedule.

12. Final or projected final delivery schedule.

B. Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed describing the objectives achieved and detailing how the effort is similar to the requirements of this solicitation. For any contracts that did not/do not meet original cost, schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall also provide a copy of any cure notices or show cause notices received on each contract listed and a description of any corrective action taken. The offeror shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

C. Section 3 - Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity and among the proposed subcontractors. Offerors shall provide the above-required information for any proposed subcontractor who will perform a significant portion of the effort. For example, this includes all subcontractors who provide a major element (i.e., engine, generator, power electronics convertor) of the product improvement which is different from the current MTG production hardware, or whose subcontract is for more than 20% of the total proposed cost.

D. Section 4 - New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

(4) Offerors shall send the Past Performance Questionnaire located at Attachment 3, to each of the customer points of contact identified in paragraph (1) above. Offerors should distribute the questionnaires to allow sufficient time for the respondents to complete the questionnaire and submit it by the proposal due date.

(5) Both independent data and data provided in the proposal will be used to evaluate Offeror's past performance. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of proving Past Performance remains with the Offeror. Proposals that do not contain the information requested by this paragraph will risk rejection by the Government.

7. Contents of Volume 4 - Cost Proposal.

Breakdowns of cost data are required under this solicitation as set forth below. The offeror shall provide a cross-reference between the Statement of Work, WBS and CLINs/SLINs. Certified Cost and Pricing Data will not be required. If the Government determines adequate competition was not obtained, the Government reserves the right to request certified cost and pricing data.

(1) The offeror shall submit a detailed "bottoms up" estimate (no lower than WBS Level 3 will be required for the cost proposal) of the development cost, based on a *30 August 2004* award for EVALUATION PURPOSES ONLY, to correlate with the WBS in accordance with the following format:

a. Each cost reported down to WBS Level 3 shall be supported by a cost rationale. The cost rationale shall provide sufficient information for the Government to trace through the methodology used to develop the labor hours, materials and other direct costs that the offeror estimated for the task.

b. The cost breakdowns shall be summarized at the next higher level. For example, breakdowns of WBS 3.1.1, 3.1.2, 3.1.3, etc. shall be summarized at level 3.1 and so forth. Each summary shall contain the same details and same format as the subordinate level.

c. Each WBS Level 3 breakdown shall provide cost summaries of the following:

(1) Material. A breakdown of materials, in descending order of cost, in substantial detail showing specific raw materials, piece parts, components, etc.

(2) Subcontracts. The subcontractor should identify the proposed costs. Detailed support should be provided showing the nature and extent of the work involved and proposed contract type, as well as the details necessary to enable the Government to evaluate the proposed costs.

(3) Interdivisional Effort. The breakdown should include name of division, nature and extent of work. Proposed material, labor, travel, etc. should be broken down as required.

(4) Direct Labor. A separate listing by type (manufacturing, engineering, etc.). The type of labor shall be broken down by labor category, showing hours and rates.

(5) Indirect Expense. For each cost breakdown submitted, the contractor shall identify the individual rates applied to each respective cost element, the base to which the rate is applied and the amount proposed.

(6) Other Direct Costs. Complete details shall be provided showing how the costs were derived. For example, proposed travel and subsistence costs should be included.

(7) Any other costs not specifically addressed above shall be presented in a manner that will enable the Government to conduct a thorough, comprehensive and detailed evaluation of the proposed costs.

(2) The offeror shall supply a consolidated Bill of Materials summarizing all material requirements included in various breakdowns including the basis for pricing (vendor quotes, invoice pricing, etc.).

(3) If the proposal includes Facilities Capital Cost of Money as an element of cost, include the percentage distribution of fixed assets for land, buildings, and equipment for each business unit involved. Advise as to whether the distribution has been reviewed and/or accepted by the ACO/DCAA.

8. Contents of Volume 5 - Sanitized Cost Proposal. Volume 5 shall be organized by a Contractor Work Breakdown Structure (CWBS) presented in Volume 4 and will be evaluated by the Government in conjunction with Volume 2, Technical Factor. Volume 5 shall be identical to Volume 4 (outlined in paragraph 6 below), but, without the associated costs for:

- (1) Labor rates;
- (2) Indirect rates; and,
- (3) Total cost of the proposal.

For the proposed man-hour effort, identify the level of labor talent (i.e., education and experience) by labor category.

L.15 AMC-Level Protest Program

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage 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 (GAO), or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in Federal Acquisition Regulation 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527

Facsimile number (703) 806-8866 or -8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://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.

Section M - Evaluation Factors for Award

M.1 BASIS FOR AWARD

Selection of an Offeror for award will be based on a tradeoff analysis of the following three factors: Technical, Performance Risk, and Cost. The Technical and Performance Risk Factors will each be evaluated using an adjectival assessment. The Cost factor will not be adjectivally assessed.

To receive consideration for award, a rating of no less than "Acceptable" must be achieved for all factors and sub-factors. Offerors are advised that submitted costs must be determined fair and reasonable to be acceptable for award. Negotiations will only be conducted with those Offerors determined to be within the competitive range. Offerors are cautioned that an award may not necessarily be made to the lowest cost Offeror.

M.2 EVALUATION OF OFFERS FOR MULTIPLE AWARDS

The Government may make multiple awards based on available funding. The first awardee will be chosen based upon a best value analysis of all Offerors. If sufficient funding is available for additional awards, those awards will be made to the offerors determined to provide the best value among the remaining Offerors (excluding the first awardee, second awardee, etc).

M.3 FACTORS AND SUBFACTORS AND THEIR RELATIVE IMPORTANCE.

M.3.1 RELATIVE ORDER OF IMPORTANCE TERMINOLOGY

An evaluation of all offers will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and subfactors. In order to provide the offeror with an understanding of the significance assigned by the Government, the criteria are assigned a relative order of importance. The following terminology is used:

a. Significantly More Important. The criterion is substantially more important than another criterion. Criterion is given far more consideration than another criterion.

b. More Important. The criterion is greater in value than another criterion, but not as much as a significantly more important criterion. Criterion is given more consideration than another criterion.

c. Approximately Equal. The criterion is nearly the same in value as another criterion; any difference is very slight.

M.3.2 RELATIVE ORDER OF IMPORTANCE OF FACTORS.

Each proposal will be evaluated with respect to the Technical, Performance Risk, and Cost Factors to establish overall merit. Technical is significantly more important than Performance Risk. Performance Risk is approximately equal to the Cost Factor. The Government's Performance Risk Assessment Group (PRAG) will evaluate each proposal's Performance Risk independently of the other two factors. Each proposal will be evaluated with respect to the Cost Factor to determine the realistic cost to the Government.

M.3.3 TECHNICAL FACTOR

The Technical Factor (T) shall consist of the following Technical Subfactors.

T1: 2 kW MTG Product Improvement Design Approach.

T2: 2 kW MTG Product Improvement Integration Approach.

T3: 2 kW MTG Product Improvement Testing Approach.

The Technical Subfactor T1 (2 kW MTG Product Improvement Design Approach) is significantly more important than Technical Subfactor T2 (2 kW MTG Product Improvement Integration Approach). Technical Subfactor T2 (2 kW MTG Product Improvement Integration Approach) is approximately equal in importance to Technical Subfactor T3 (2 kW MTG Product Improvement Testing Approach). Evaluation and rating will be conducted to the subfactor level.

The following are general criteria to be used in proposal evaluation.

a. Understanding the Problems and Requirements. The extent to which the proposal demonstrates a clear understanding of the technical challenges and complexities involved in solving the problems and meeting or exceeding the requirements. The extent to which technical uncertainties are identified and resolutions proposed.

b. Feasibility of Approach. The extent to which the proposed approach is workable and the end results achievable. The extent to which successful performance is contingent upon proven devices and techniques, which do not require excessive development. The proposal will be evaluated to determine whether the Offeror's methods and approach in meeting the requirements in a timely manner provide the Government with a high level of confidence to ensure successful performance. The extent to which the Offeror is expected to be able to successfully complete the proposed tasks and requirements within the proposed schedule.

c. Completeness. Extent to which requirements have been considered, defined, and satisfied based solely upon the proposal. Evaluators will not assume that the Offeror's performance will include areas of investigation or development not specified in its proposal.

d. Risk. Proposal risk is concerned with an Offeror's proposed approach to satisfy the Government's requirements. The Government will evaluate in each factor and subfactor the extent to which the Offeror's proposal represents a risk of successful contract performance.

e. Flexibility. The extent to which the approach facilitates the implementation of both cost effective and simplified enhancements, and unanticipated future changes to the overall system.

The following are the definitions of the Technical subfactors to be use in proposal evaluation.

T1. 2 kW MTG Product Improvement Design Approach. The Government evaluation will consist of a comprehensive assessment of the offeror's proposed approach for designing the 2kw MTG product improvements. The assessment will consider the adequacy of all relevant aspects of the proposed approach including approach for improving upon at one or more of the performance parameters; approach for assuring that proposed improvement allows for compliance with the environmental requirements for the current 2 kW MTG; approach for assuring compliance with Electromagnetic interference requirements of the current 2 kW MTG; and approach for product improvement verification.

T2. 2 kW MTG Product Improvement Integration Approach. The Government evaluation will consist of a comprehensive assessment of the offeror's proposed approach for integrating the 2kw MTG product improvements. The assessment will consider the adequacy of all relevant aspects of the proposed approach including the approach for procuring, modifying, and delivering prototype 2 kW MTGs to the Government that include the product improvements or advanced technology demonstration hardware.

T3. 2 kW MTG Product Improvement Testing Approach. The Government evaluation will consist of a comprehensive assessment of the offeror's proposed approach for testing. The assessment will consider the adequacy of all relevant aspects of the proposed approach including approach for performing contractor testing.

M.3.4 PAST PERFORMANCE FACTOR

The Government Performance Risk Analysis Group (PRAG) will evaluate each Offeror's past performance to determine that Offeror's performance risk. The Performance Risk evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. This evaluation will result in a color rating under the Past Performance Factor. The Past Performance factor has no subfactors. At this point, it is important to define and distinguish between the terms proposal risk and performance risk:

Proposal risk is concerned with an Offeror's proposed approach to satisfy the Government's requirements. The Government will evaluate proposal risk as described above by evaluating each Offeror's proposal with respect to the Technical Factor.

Performance risk is concerned with an Offeror's ability to satisfy the Government's requirements as indicated by that Offeror's record of past performance.

a. The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror and its proposed major subcontractors as it relates to all solicitation requirements. These requirements include all aspects of cost, schedule and performance, including the offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) forecasting and containing costs on any previously performed cost reimbursement contracts; 3) adherence to contract schedules, including the administrative aspects of performance; 4) commitment to customer satisfaction; 5) business-like concern for the interest of its customers.

b. 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. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

c. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The evaluators of the Past Performance will not review and will not have access to the technical and cost volumes of the Offeror's proposal. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving good past performance rests with the offerors.

In the event an Offeror has no record of relevant past performance or past performance is not available, the Offeror will receive a neutral evaluation which will neither be favorable or unfavorable.

M.3.5 COST FACTOR

All proposed contract costs will be considered in the overall cost evaluation. The Government will analyze each Offeror's cost and pricing information in terms of completeness, reasonableness, realism and magnitude. The Government will evaluate the realism of the offeror's proposed costs in relation to the offeror's specific technical approach. The offeror's proposed cost will be evaluated by determining what the Government predicts the offeror's approach would most probably cost the Government when the work performed under the contract is completed. To the degree that the Government's most probable cost estimate exceeds the offeror's proposed cost, the cost will be adjusted upward for the purposes of evaluation only. Any proposal which is evaluated by the Government as significantly unrealistic in cost, may be deemed unacceptable. Such a proposal may be considered by the Government to reflect either a lack of technical and management competence to accomplish the Government's requirements or a failure to understand the Government's requirements, or both.

The clause FAR 52.219-4 (Notice of Price Evaluation Preference for HUB Zone Small Business Concerns) is applicable to this acquisition. In accordance with paragraph (b)(1) of the clause, subject to specified conditions, a 10% price adjustment will be applied to the total evaluated cost of the CLINs/SLINs of those competing offerors that do not qualify for the price evaluation preference. There is a provision for certification, applicable to all offerors, in Section K of the request for proposals (RFP).

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. in Block E.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY TDP: TM: OTHER:								
D. SYSTEM/ITEM 2 kW military Tactical Generator Product Improvements			E. CONTRACT/PR NO.		F. CONTRACTOR							
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Developmental Design Drawings and Associated Lists		3. SUBTITLE Drawings								
4. AUTHORITY (Data Acquisition Document No.) DI-DRPR-81002			5. CONTRACT REFERENCE SOW Para 3.6.5		6. REQUIRING OFFICE AMSRD-CER-C2-AP-PG							
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY One / R	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION							
8. APP CODE A	A	11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBM See Block 16									
16. REMARKS Block 11. Completion of the design effort and after test verification that no changes are required. Block 12. A set of design and fabrication drawings and associated parts lists shall be submitted at the end of the technical effort. These drawings shall represent the final product improvement hardware elements as delivered. Allow 45 days for Government review, comments, and/or approval. Block 13. The contractor shall revise the drawings as necessary and resubmit final version within 45 days after receiving reviewed and annotated drawings from the Government. NOTE: Drawings containing proprietary information or otherwise requiring limitations on distribution will be so marked after requesting and receiving approval of the contracting agency. 					a. ADDRESSEE		b. Copies					
					AMSRD-CER-C2-AP-PG		draft	final reg	final repr	1		
					AMSEL-AC-WA-B					1		
										15. TOTAL ----->		
										2		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

APPENDIX A: ENVIRONMENTAL REQUIREMENTS

From PD 6115-0111, Sec 3.9, Environmental Requirements:

3.9.1 Starting and operating. The set shall start and operate at rated-load (unless otherwise specified) under each and any combination of the following operating conditions:

- a. All possible relative humidity from 0 - 100 percent.
- b. Under the following ambient temperatures:
 - (1) 10 to 49 °C (50 to 120 °F): start within 1 minute using the manual starting system. Rated-load may be reduced by 3.0 percent for each 10 C° above 35 °C (95 °F).
 - (2) -5 to 10 °C (23 to 50 °F): start within 5 minutes using the manual starting system;
 - (3) -40 to -5 °C (-40 to 23 °F): start within 10 minutes using the electric starting system from remote batteries without cold starting aids; and
 - (4) -46 to -40 °C (-51 to -40 °F): maintain stable operation following start above -40 °C.
- c. Altitudes up to and including 2,438 m (8,000 feet). Rated-load may be reduced by 1.3 percent for each 100 m (328 feet) above 1,219.5 m (4,000 feet).
- d. With 100 millimeters (mm) (3.9 inches) of rain per hour impinging on the set at angles from the vertical up to 45 degrees from the vertical.
- e. With 355 British thermal units (BTUs) per square foot per hour of solar radiation.
- f. With sand and dust particle concentrations of up to 1,400 milligrams per cubic meter (mg/m³). Particle sizes shall be as specified in 711.4.3.1.a of MIL-STD-705, TM 711.4b.
- g. With accumulations of ice glaze, freezing rain and hoarfrost of up to 13 mm (0.5 inch) and up to a specific gravity of 0.9.
- h. In a salt fog or sea spray environment.

3.9.2 Storage. The set without packaging shall not be damaged (see 6.4.3.1) by exposure to:

- a. Storage at -54 to 71 °C (-65 to 160 °F).
- b. Salt fog environment.
- c. All possible relative humidity.

APPENDIX B: ELECTROMAGNETIC INTERFERENCE REQUIREMENTS

From PD 6115-0111, Sec. 3.10:

Sec 3.10 Electromagnetic interference. The electromagnetic interference and susceptibility characteristics of the set shall not exceed the following limits:

a. The broadband conducted emissions shall not appear on the power leads in excess of the following levels:

<u>Frequency (f) Range</u>	<u>Levels (dBμA/MHz)</u> <u>(decibel microamperes per megahertz)</u>
15 kilohertz (kHz) to 2 megahertz (MHz)	$78/\log(75/10^4) \times \log(f/2) + 60$
2 MHz to 50 MHz	60

b. The broadband radiated emissions at a distance of 1 meter shall not be in excess of the below levels. Above 30 MHz, the limit shall be met for both horizontally and vertically polarized waves:

<u>Frequency (f) Range</u>	<u>Levels (dBμV/m/MHz)</u> <u>(decibel microvolts per meter per megahertz)</u>
14 kHz to 25 MHz	$25/\log(56/10^5) \times \log(f/25) + 100$
25 MHz to 80 MHz	$30/\log(3125/10^4) \times \log(f/25) + 100$
80 MHz to 1 Gigahertz (GHz)	70

c. The output frequency and voltage shall remain within the 30-second short-term stability bandwidth specified in 3.3.18 and 3.3.25 when the set is subjected to the below radiated E-fields. Above 30 MHz, the requirement shall be met for both horizontally and vertically polarized waves. Circular polarized waves are also acceptable.

<u>Frequency (f) Range</u>	<u>E-Field (Volts/meter)</u>
2 to 400 MHz	10
400 MHz to 10 GHz	5