

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA7	Page 1 of 61
2. Contract No.	3. Solicitation No. W15P7T-04-R-J673	4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RT-H FORT MONMOUTH, NJ 07703-5008		Code W15P7T	8. Address Offer To (If Other Than Item 7)	

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

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

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

10. For Information Call:	Name CHARLES ROSS E-mail address: CHARLES.ROSS@MAIL1.MONMOUTH.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (732)427-1582
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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. THIS IS A DRAFT VERSION OF THIS SOLICITATION. BY NO MEANS SHOULD THIS BE CONSIDERED A FINAL VERSION. AS A RESULT, THERE ARE A FEW PROVISIONS WITH FILL-IN INFORMATION THAT WILL BE PROVIDED AT A LATER DATE.
2. THE ANTICIPATED DATE OF AWARD OF A CONTRACT UNDER THIS SOLICITATION IS FOR THE FIRST QUARTER OF FISCAL YEAR 2005.
3. A COST PLUS INCENTIVE FEE TYPE CONTRACT IS ANTICIPATED FOR THIS EFFORT.
4. THE PURPOSE OF THIS DRAFT SOLICITATION IS TO OBTAIN INPUT FROM INDUSTRY FOR COMMENTS/QUESTIONS PRIOR TO THE RELEASE OF THE FINAL VERSION OF THE SOLICITATION. CONTRACTORS SHALL CONTACT ANTHONY SACCO, PROJECT LEADER AT PM RUS, AT 732-427-5031 OR EMAIL HIM AT ANTHONY.SACCO@IEWS.MONMOUTH.ARMY.MIL TO SCHEDULE A THREE HOUR BLOCK OF TIME FOR A ONE-ON-ONE MEETING TO DISCUSS ANY COMMENTS/QUESTIONS THAT THE CONTRACTOR MAY HAVE REGARDING THIS DRAFT SOLICITATION. ONE-ON-ONE MEETINGS WILL TAKE PLACE AT FORT MONMOUTH, BUILDING 2525 STARTING ON JUNE 9, 2004. CONTRACTORS SHALL SUBMIT ALL QUESTIONS AND COMMENTS THROUGH THE INTERACTIVE BUSINESS OPPORTUNITIES PAGE <https://abop.monmouth.army.mil>, NO LATER THAN 1200HRS ON JUNE 7, 2004.
5. AFTER A SUCCESSFUL OPERATIONAL ASSESSMENT AND MILESTONE C DECISION, A FOLLOW-ON PRODUCTION OPTION MAY BE INCLUDED FOR ADDITIONAL UNITS.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.6106 NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
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(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.

(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), Brenda Haase 732-427-1489. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:

Commander, US Army CECOM
CECOM Acquisition Center
Solicitation Ombudsman
Attn: Ms. Diane L. Meickle
AMSEL-ACCS-B
Fort Monmouth, NJ 07703-5008

A-2	52.6307 EXECUTIVE SUMMARY	AUG/1996
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1. Description of the Item(s)/Service(s) being Procured.

The U.S. Army desires to acquire a multi-mode EO/IR/LD payload with minimal development, for use on the U.S. Armys Extended Range/Multi-purpose (ER/MP) Unmanned Aerial Vehicles (UAVs).

While functioning on board the UAV, the EO/IR/LD payload will provide a gimbaled day/night capability to develop and display continuous, fully focused imagery to battlefield commanders. The payload must be capable of operating day and night, detect and recognize operationally meaningful targets at survivable standoff ranges, be capable of determining range to target, be capable of designating targets for precision guided standoff weapons, provide Target Location Coordinates, and display continuous fully focused imagery to the battlefield commander. The ability to provide such a capability to the supported commander will greatly increase battlefield effectiveness. This payload shall be capable of autonomous preplanned operation, autotrack, and be capable of instantaneous retasking throughout the mission. The payload will provide continuous zoom capabilities when in EO mode and multiple fields of view (FOV) when in IR mode, selectable by the Mission Payload Operator (MPO). The EO/IR/LD payload shall be capable of on-board processing and transmission of near real time imagery to the UAV Ground Control Station (GCS) via a digital data link.

2. Program Objectives/Needs.

The EO/IR/LD program is a System Development and Demonstration (SDD) contract effort for the fabrication, integration and test, flight test, associated logistics, and delivery of six (6) EO/IR/LD payloads (A payload is defined as EO/IR/LD, Inertial Navigation System, and any other related equipment necessary to meet EO/IR/LD requirements).

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It is the Governments intent, after a successful Operational Assessment and Milestone C decision, to award a follow-on contract for Production units of the EO/IR/LD payload that is within the Cost As Independent Variable (CAIV) target stated in paragraph 2.2 of the Attached Statement of Objectives.

- 3. Delivery Schedule TBD
- 4. Government Testing Requirements TBD
- 5. Type of Contract.

The Government contemplates award of a basic contract consisting of Cost Plus Incentive Fee (CPIF) for the System Design and Development (SDD) effort.

- 6. Format of the Contract. TBD
- 7. Nature of the Work. Research and Development with anticipated production option.
- 8. Unusual/Specific Aspects of the Acquisition.

Clause entitled "Unique Item Identification Valuation", DFARS 252.211-7003 has been incorporated into the solicitation. See section I for further information.

- 9. Source Selection Methodology.

Any award to be made will be based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the following evaluation factors: Performance, Contractor Past Performance Risk, Cost and Small Business Participation. The Performance Factor is greater in importance than the Contractor Past Performance Factor, which is greater than the Cost Factor which is significantly more important than the Small Business Participation Factor. To receive consideration for award, a rating of no less than Acceptable must be achieved in the Performance Factor. Offerors are cautioned that the award may not necessarily be made to the lowest cost offered.

- 10. Negotiated Procurements.

All offerors shall initially submit their best proposal

11. Disclaimer. This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.

A-3 52.6310 NOTICE: COST AS AN INDEPENDENT VARIABLE (CAIV) SEP/1997

Offers will be evaluated using CAIV methodology. Offerors are instructed to utilize cost/performance trade-offs to develop proposals at a cost at or below the applicable CAIV threshold of \$-1-. Offers submitted at costs above this threshold will not be considered for award. See Provisions -2- for additional information.

A-4 52.7651 PARTNERING CLAUSE OCT/2001

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor and its major subcontractors engage in the AMC Partnering for Success process.

Participation in the Partnering process is entirely voluntary and it based upon a mutual commitment between government and industry to work cooperatively as a team to identify and resolve problems and facilitate contract performance. The primary objective of the process is to acquire the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, effective conflict management and the creation of a shared vision for success.

After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop.) If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

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The establishment of the Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of this Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering for Success Guide.

(End of clause)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																		
0001	SECURITY CLASS: Unclassified																																		
0001AA	<p data-bbox="269 495 456 516"><u>EO/IR/LD PAYLOADS</u></p> <p data-bbox="269 600 764 674">Contractor shall delivery a quantity of 6 payloads in accordance with the Statement of Work. 1 LOT = 6 EO/IR/LD Payloads.</p> <p data-bbox="448 705 699 726">(End of narrative B001)</p> <p data-bbox="269 810 496 831"><u>Packaging and Marking</u></p> <p data-bbox="269 894 545 915"><u>Inspection and Acceptance</u></p> <p data-bbox="269 915 837 936">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="269 999 545 1020"><u>Deliveries or Performance</u></p> <table data-bbox="269 1020 846 1157"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p data-bbox="269 1209 756 1230">FOB POINT: Undefinitized (Solicitation Only)</p> <p data-bbox="269 1262 781 1419">SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	UNDEFINITIZED				1	LO	\$ _____	\$ _____
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
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001	1	UNDEFINITIZED																																	
0002	SECURITY CLASS: Unclassified																																		
0002AA	<p data-bbox="269 1629 375 1650"><u>DATA ITEMS</u></p> <p data-bbox="269 1713 659 1734">NOUN: PROPOSED BY CONTRACTOR IN SOW</p> <p data-bbox="269 1797 756 1944">The contractor shall deliver data items in accordance with the Statement of Work and CDRLs, proposed by the contractor. Examples of data items that might be included are Technical Manuals, Training Packages, Test Reports, etc.)</p>	1	LO	\$ _____	\$ _____																														

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	252.211-7000	ACQUISITION STREAMLINING	DEC/1991

C-2	52.6930	POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK)	SEP/1992
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Within Thirty 30 days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.7026	CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS--METHOD OF TRANSMISSION	NOV/1996
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(a) Materiel will be packed to conceal it properly and to avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION APPEAR ON EXTERNAL MARKINGS (EXTERIOR CONTAINERS). (See Chapter 4 of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

(b) Documents will be enclosed in two opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be addressed, return addressed, and sealed. The classification of the documents being transmitted will be clearly marked on the front and back of the inner container. The classified documents will be protected from direct contact with the inner cover by a cover sheet or by folding inward. For SECRET documents, a receipt form identifying the addresser, addressee, and documents will be enclosed in the inner envelope. CONFIDENTIAL documents will be covered by a receipt only when the sender deems it necessary. The inner envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope should not be detectable. The outer envelope will be addressed, return addressed, and sealed. NO CLASSIFICATION MARKINGS WILL APPEAR ON THE OUTER ENVELOPE OR COVER. (See Chapter 5, Section 4, of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

(End of clause)

D-2	52.7041	CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING	APR/1999
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(a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.

(b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'

(c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).

(d) Acceptability of alternate commercial packaging is contingent upon:

- (1) Meeting the requirements of paragraphs a, b and c, above;
- (2) No increase in size and/or weight;
- (3) No delay in delivery;
- (4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and
- (5) No increase in packaging charges.

(e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract_____. These materials have been approved and accepted for use by HQ CECOM.

(End of clause)

D-3	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999
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Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic

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Name of Offeror or Contractor:

inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-4 52.7044 STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, APR/1999
AND OTHER DATA)

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-5 52.7047 BAR CODE MARKING OCT/2001

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-03	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
E-3	52.246-05	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR/1984
E-4	52.246-08	INSPECTION OF RESEARCH AND DEVELOPMENT - COST-REIMBURSEMENT	MAY/2001

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) AND ALTERNATE I (APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2 52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-
(City, County, State)

Packaging and Packing: -2-
(City, County, State)

Shipping Point (at or near): -3-
(Street Address, City, State, Zip Code)

Producing facilities: -4-
(Owner, Street Address, City, State, Zip Code)

Operator: -5-
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-3 52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: EO/IR/LD

Initiating Activity: PM RUS_
(Item/Project Manager)

Controlled Item Report Requirements: N/A

Invoice Address: SEE SF 26

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

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Name of Offeror or Contractor:

Name: Charles Ross

Organization Code: AMSEL-AC-CC-RT-H_

Telephone Area Code and No.: (732)427-1582

DSN/Autovon No.: 987-1582

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-4 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) 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. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

G-5 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

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<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999

(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: Microsoft Word and Excell

(c) Files larger than 1/2 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 1/2 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 /s/ 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 e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: Brenda.Haase@us.army.mil
 The Contract Specialist's e-mail address is Chuck.Ross@us.army.mil
 The Technical Point of Contact's e-mail address is: Anthony.Sacco@iewm.monmouth.army.mil

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

Name of Offeror or Contractor:

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
PM Robotics & Unmanned Sensors ATTN:SFAE-IEWS-NV-RUS(Sacco) Fort Monmouth, NJ 07703-5000	2
Commander, US Army CECOM, ATTN:AMSEL-AC-CC-RT-H (ROS) Fort Monmouth, NJ 07703-5000	1

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-4 52.6215 ESTIMATED TIME TO COMPLETE APR/1991

(a) Subject to the requirements of 'Incremental Funding' provision and the 'Limitation of Funds' and the 'Allowable Cost, and Payment' clauses of this contract, the following is incorporated herein:

(b) It is estimated that -1- months (commencing approximately -2- and ending approximately -3-) will be required by the contractor to complete the work called for in the Schedule (Sections A thru H) hereof. The funds allocated hereunder and set forth in the Schedule cover the estimated funding required for a period of -4- months, up to and including -5-. Succeeding funding to cover the total cost/performance of this contract will be in increments of 12 months or less for each fiscal year, as required.

H-5 52.6400 SPECIAL DEPLOYMENT CONTRACT REQUIREMENTS SEP/2001

In accordance with the Contractor Support in the Theatre of Operations Desk Book Supplement dated 28 Mar 01 the following paragraphs address the deployment of contractor personnel into the theater of operations in support of a contingency.

The following list of special contract requirements highlights the broad range of requirements the Requiring Activity, Operations Planner, Contracting Officer, and Contractor should consider for inclusion in all contracts (System, External, or Theater) that will or potentially will be required to support deployed operations in theater. The objective is proactively facilitate peacetime or contingency support, as well as support the transition to war. The suggested language will need to be tailored for specific contractual requirements, stipulations, or Service requirements and should be considered for application on a case by case basis. When possible, these requirements should be written as performance based and incorporated in the Statement of Work.

Overview

The government may direct the contractor to perform in support of a contingency or exercise, as provided by law or defined by the

Name of Offeror or Contractor:

applicable Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the contingency or exercise. In the event contractor employees are deployed or hired into the area of operations in support of a contingency or exercise, the following items and conditions will apply for all three types of contract support, unless otherwise noted:

Management (Systems, External and Theater Support)

The contractor shall ensure that all contractor employees, including sub-contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. Also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The contracting officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

The contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-contractors.

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

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

Accounting for Personnel (Systems, External and Theater Support)

As directed by the contracting officer or his/her representative and based on instructions of the Theater Commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

Risk Assessment and MitigationSystems, External and Theater Support

The contractor will ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

If a contractor employee departs an area of operations without contractor permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be in place within 5 days or as directed by the contracting officer.

The contractor will prepare plans for support of military operations as required by contract or as directed by the contracting officer. For badging and access purposes, the contractor will provide the Service with a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information. Changes/updates will be coordinated with service representative.

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

Systems and External Support ONLY

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

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

The contractor will designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

Force Protection (Systems, External and Theater Support)

While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

Vehicle and Equipment Operation (Systems, External and Theater Support)

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

Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative.

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

The contractor and its employees will be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

On-Call Duty or Extended Hours (Systems, External and Theater Support)

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

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

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

The contracting officer may negotiate an equitable adjustment to the contract consistent with pre-award cost negotiations concerning extended hours, surges, and overtime requirements.

Clothing and Equipment Issue

Systems, External and Theater Support: The contractor shall ensure that contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing

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should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the governments tactical position in the field.

External and Systems Support ONLY: Contractors accompanying the force are not authorized to wear military uniforms, except for specific items required for safety and security. If required, the government shall provide to the contractor all military unique organizational clothing and individual equipment. (Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.)

Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.

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

The contractor shall ensure that all issued organizational clothing and individual equipment is returned to the government. Upon return of organizational clothing and individual equipment to the government, the contractor shall be responsible for requesting, maintaining, and providing to the contracting officer documentation demonstrating the return of issued organizational clothing and individual equipment to government control.

The contracting officer will require the contractor to reimburse the government for organizational clothing and individual equipment lost or damaged due to contractor negligence.

Legal Assistance (External and Systems Support ONLY)

The contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

While contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions and as permissible under Military Department Regulations:

The legal assistance is in accordance with applicable international or host nation agreements.

The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys.

Central Processing and Departure Point (External and Systems Support ONLY)

The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. For any contractor employee determined by the government at the deployment processing site to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the re-scheduled deployment timeline as determined by the contracting officer.

The contracting officer shall identify to the contractor all required mission training and the location of the required training.

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

The contracting officer shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

The government shall provide the contractor employees with CDE familiarization training for the performance of mission essential tasks in designated high threat countries. This training will be commensurate with the training provided to Department of Defense civilian employees.

Standard Identification CardsExternal and Systems Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for deployment and shall inform the contractor where the identification cards and tags are to be issued.

The contracting officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a Replacement Center.

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

Theater Support ONLY

The contracting officer shall identify to the contractor all identification cards and tags required for contract performance in the theater of operations and shall inform the contractor where the identification cards and tags are to be issued.

Upon conclusion of contract performance, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Medical (External and Systems Support ONLY)

The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment. The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The government may require medical screening at the CONUS Replacement Center. (To include DNA sampling and immunizations for Contractors deploying OCONUS)

For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem can not be remedied for the specific employee in question, a replacement, having equivalent qualifications and skills, shall be provided as determined by the contracting officer.

When applicable or IAW with a standing contract, the government may provide to contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

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

Weapons and Training (External and Systems Support ONLY)

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Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the area of operations. The government may choose to issue military specification, personal weapons and ammunition (M9 Pistols) for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. When accepted, the contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor employee must be aware that they may incur civil and criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Also when accepted, only military issued ammunition may be used in the weapon.

Prior to issuing any weapons to contractor employees, the government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war.

The contractor shall ensure that its employees adhere to all guidance and orders issued by the theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

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

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

Passports, Visas and Customs

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail).

External and Systems Support ONLY

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

At the contractor employees and/or contractors expense, the contractor employees shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees per U.S. Customs Service rates and restrictions.

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

Theater Support ONLY

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

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are working.

The contracting officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees.

Reception, Staging, Onward Movement and Integration (External and Systems Support ONLY)

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

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

Living Under Field Conditions (External and Systems Support ONLY)

The government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract. If the above support is negotiated in the contract, at any level, the USG/contracting officer will receive consideration.

Morale, Welfare, and Recreation (External and Systems Support ONLY)

(NOTE: The government can provide these services if the CINCs agree to and can handle the increase in personnel.)

The government shall provide to contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

5.18 -- Status of Forces Agreement (External and Systems Support ONLY)

(NOTE: It is conceivable due to proximity of borders and various types of operations that Theater Support Contractors could be from multiple countries. If so, the Theater Contracting Officer needs to be cognizant of the issues such a situation would entail and the possible application of the clauses listed below)

After having consulted with the servicing legal advisor, the contracting officer shall inform the contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

The contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements.

The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

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

Tour of Duty/Hours of Work (External and Systems Support ONLY)

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The contracting officer, or his/her representative, shall provide the contractor with the anticipated duration of the deployment. The contractor, at his/her own expense, may rotate contractor employees into and out of the theater provided there is not degradation in mission. The contractor will coordinate personnel changes with the contracting officer.

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

The contracting officer, or his/her designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

Health and Life Insurance (External and Systems Support ONLY)

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act and Longshoremen and Harbor Workers Compensation Act administered by the Department of Labor.

Next of Kin Notification (External and Systems Support ONLY)

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

Return Procedures (External and Systems Support ONLY)

Upon notification of redeployment, the contracting officer shall authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.

The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

Miscellaneous Issues

Training of Government Personnel (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to train Government Personnel to support the requirement. The rights and remedies of the Government under this clause is in addition to any other rights and remedies provided by law or under this contract.

Technical Data Rights (Systems Support ONLY)

DoD regulations indicate when the contractor cannot fill the requirements, Government provided sources will be used. If, during the performance of this contract, the Contracting Officer determines the contractor unable to provide the level of support required for a contingency operation, deployment, and/or exercise, the contractor is required to furnish the Government with all Technical Data Rights necessary, as determined by the Contracting Officer, to support the requirement. These rights and remedies of the Government is in addition to any other rights and remedies provided by law or under this contract.

Purchasing Resources (Systems, External and Theater Support)

When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operation.

Special Legal (Systems, External Support)

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

[BACKGROUND: Essentially, the Act applies to anyone who engages in conduct outside the US that would constitute an offense punishable by imprisonment for more than 1 year, the same as if the offense had been committed within the jurisdiction of the US.

The person must be employed by or accompanying the Armed Forces outside the US. The term employed by the Armed Forces outside the US means employed as a civilian employee of DoD, as a DoD contractor or as an employee of a DoD contractor, who is present or residing outside the US in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the US means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD contractor or an employee of a DoD contractor, not a national of or ordinarily resident in the host nation.

H-6 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT SEP/1999

The Contractor shall submit two copies of the approved scientific or technical report delivered under this contract to the Defense Technical Information Center (DTIC), Attn: DTIC-OC, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, Virginia, VA 22060-6218. The Contractor shall include a completed Standard Form 298, Report Documentation Page, with each copy of the report. For submission of reports in other than paper copy, contact the Defense Technical Information Center, Attn: DTIC-OC, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, Virginia, VA 22060-6218

H-7 225.802-70- CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA DEC/2003
LOCAL

Name of Offeror or Contractor:

HS7500 Contractor Deployment To South West Asia (Dec 2003)

a. Employees going on field visits, TDYs, and deployments to Southwest Asia (Kuwait, Iraq, Afghanistan, Djibouti, Jordan, Qatar, etc.) must coordinate with the AMC Logistics Support Element (LSE) in Southwest Asia (SWA). The AMC LSE SWA is the entry point for all AMC visitors to that part of the world. These ensure that AMC military, civilians and contractors are routed through the appropriate subordinate LSE or LAO. In briefs and out briefs are mandatory. The AMC LSEs and LAOs need to know who comes into the theater for accountability purposes and administrative oversight and force protection. The Area Commander is required to know the location of all AMC contractors in their Area of Operation at all times.

b. Notifying the AMC LSE SWA of the contractor's impending visit is not a problem, if a call forward has been requested, because the LSE SWA receives a copy of every call forward from the AMC Emergency Operations Center. Some employees may not receive a call forward, usually because they are going for less than 30 days. In those cases, the contractor needs to notify the CECOM DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762 of the visit and they will coordinate with LSE SWA.

c. All contractors are responsible for coordinating with the AMC LSE SWA when they enter the area and/or when they leave. The call forward specifically instructs the employee to contact the AMC-LSE SWA Personnel Section (G1) at DSN 318-825-4220 or commercial 732-427-5062 x 6623 for military and civilians and 732-427-5062 x 6611 for contractors, to let them know where they are in the AOR and that requirement needs to be followed.

d. In addition, every travel order for SWA shall have the following statement in the remarks section:

"All AMC military (AC/RC), Department of the Army Civilians, and contractors will contact the appropriate AMC office and coordinate with the AMC office the purpose of their visits."

2. If are any questions, contractor employees may contact the DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762.

H-8 52.7420 STATEMENT OF SERVICES RENDERED AND ACCEPTED MAY/2003

(a) For purposes of obtaining government certification as to the contractor's performance, upon completion of the services called for herein, the contractor shall submit to the Contracting Officer's Representative (COR) (who in Table 1 of Appendix F, "Material Inspection and Receiving Report" (DFARS 252.246-7000) is the consignee) a Statement of Services Rendered and Accepted (AMSEL AC Form 5124) along with a Material Inspection and Receiving Report (DD Form 250). If performance is found to be satisfactory, the COR will so accept the services on the DD Form 250.

(b) The contractor shall submit either invoices or vouchers which shall be supported by the executed DD Form 250. If Standard Form 1034, Public Voucher for Purchases and Services other than Personal is used, submission through the cognizant DCAA to the cognizant payment office is required. Standard Form 1034 shall be used for Cost Reimbursement as well as Time and Materials and Labor Hour type contracts.

(c) A copy of each payment request shall be submitted to the Contracting Officer.

PROCEDURAL NOTE: In accordance with FAR 32.905(c), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date that the designated Government official accepted the supplies or services.

(6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the

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respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-9 52.7520 RELEASE OF INFORMATION MATERIAL TO THE PUBLIC BY PUBLICATION OR OTHER SEP/1997
 MEANS OF DISSEMINATION AND MARKING OF TECHNICAL REPORTS POTENTIALLY
 DISCLOSING INVENTIONS

Scientific and technical information received in performance of, or generated by industry in performance of, an Army Contract will not be released to the public if it discloses classified or unclassified military applications, if the disclosure will be adverse to the national interest or will contain subject matter requiring review by the Department of Defense prior to release. In addition, release of information material which would generate national public interest is to be announced at the seat of Government and not by private industry. To preclude unauthorized release, information material which the contractor intends to publish or release to the public by other means will be forwarded to the Contracting Officer for approval prior to release. The following listing indicates the number of copies to be submitted for review and the time frame required by the Government to provide approval for release. The request for release shall indicate the date by which approval is required:

<u>Material to be Reviewed/Approved</u>	<u>Number of Copies</u>	<u>Days Required By Government to Approve</u>
Written materials and still photographs (properly captioned).	1	20
Scientific and Technical Papers and Presentations (each copy will include appropriate copies of all viewgraphs, photographs, charts, graphs and similar material properly captioned).	3	30
Technical information which might pertain to potential 'subject inventions', the 'Patent Rights' requirement in Section H.	3	30
Fact Sheets, Pamphlets and Brochures (each copy will include full text, layout and all illustrative material).	3	30
Contractor Advertisements (each copy will include text and layout, including artwork and photographs as proposed for final publication).	1	20
Exhibits-Design/Layout with test of copy to appear on display material and all artwork and photographs proposed for exhibition.	3	30
Motion Picture Productions will have a series of reviews conducted as follows:		
(1) Preliminary written story/concept	3	30
(2) Final shooting script, including scene description/narration	3	25
(3) Rough cut film minus sound track before final editing; copy of final draft narration or final print with final narration.		
<u>TV NEWS FILM</u>		
One B-wind master for eventual release and file and two prints for review and return to originator.		30

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(Material will be reviewed and normally approved at CECOM. Some documentation/material involving presentation outside the U.S.A. or material involving tri-service coordination will require US Army Materiel Command, Department of Army or Department of Defense approval. Fifteen (15) days additional time will be needed for approval of speeches and 40 days additional time will be needed for approval of manuscripts and other material, if approval is required above CECOM level.)

Notification of approval to release may be received in writing or verbally. If received verbally, it will be confirmed in writing by the Contracting Officer. The contractor shall provide the name and telephone number of the person to be notified verbally.

MARKING OF TECHNICAL REPORTS POTENTIALLY DISCLOSING INVENTIONS

Any report of either an interim nature or any final report not intended for public distribution which contains potentially patentable subject matter, shall have the following legend prominently displayed on its cover:

Notwithstanding any other legends marked hereon, this document contains information which may disclose a patentable invention in which the Government has a right, title or interest. Further distribution of this document to any non-governmental agency is prohibited without the written approval of US Army CECOM, Fort Monmouth, NJ (see 35 USC 205).

H-10	52.7565	PERSONNEL CHANGES	SEP/1997
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Resumes of any personnel, proposed as substitutes or replacements for personnel originally proposed, who become unavailable during the period of the contract, shall be provided to the Government for review and approval. Substitutes must have equal or greater qualifications.

H-11	52.7630	YEAR 2000 COMPLIANCE	APR/2001
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The contractor shall ensure that products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are year 2000 compliant as defined at FAR Part 39.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-13	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT/1997
I-20	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-21	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERN	JAN/1999
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALT. II (OCT 01)	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-03	CONVICT LABOR	JUN/2003
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-34	52.225-5	TRADE AGREEMENTS	JAN/2004
I-35	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995) AND ALTERNATE I (APR 1984)	JUL/1995
I-36	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-37	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-38	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-39	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-40	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-41	52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-18	AVAILABILITY OF FUNDS	APR/2002
I-44	52.232-22	LIMITATION OF FUNDS	APR/1984
I-45	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-46	52.232-25	PROMPT PAYMENT	OCT/2003
I-47	52.232-25	PROMPT PAYMENT ALTERNATE 1	OCT/2003
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD (AUG 1996) AND ALTERNATE I (JUN 1985)	AUG/1996
I-51	52.242-01	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-02	CHANGES - COST-REIMBURSEMENT	AUG/1987

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I-55	52.243-02	CHANGES - COST-REIMBURSEMENT (AUG 1987) AND ALTERNATE V (APR 1984)	AUG/1987
I-56	52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (AUG 1998) AND ALTERNATE I (AUG 1998)	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-59	52.245-19	GOVERNMENT PROPERTY FURNISHED 'AS IS'	APR/1984
I-60	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-61	52.248-1	VALUE ENGINEERING	FEB/2000
I-62	52.249-06	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-63	52.249-14	EXCUSABLE DELAYS	APR/1984
I-64	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-65	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-66	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-67	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-68	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-69	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-70	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-72	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-73	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-74	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-75	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-76	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-77	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-78	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-80	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, and NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-81	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC/1991
I-82	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-83	252.242-7000	POST AWARD CONFERENCE	DEC/1991
I-84	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-85	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-86	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-87	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-88	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-89	52.204-1	APPROVAL OF CONTRACT	DEC/1989

This contract is subject to the written approval of Regina R. Venezia, Group Chief, and shall not be binding until so approved.

I-90	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) AND ALTERNATE I (JAN 1997)	SEP/1989
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(a) The Contractor shall test -1- unit(s) of Lot/Item -2- as specified in this contract. At least -3- calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within -4- calendar days from the date of this contract to -5- marked 'FIRST ARTICLE TEST REPORT: Contract No. _____, Lot/Item No. _____.' Within -6- calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this

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report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

I-91 52.216-7 ALLOWABLE COST AND PAYMENT DEC/2002

(a) Invoicing. The Government shall 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 Subpart 31.2 of the Federal Acquisition Regulation (FAR) 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 -1- day after the designated billing office receives a proper payment request.

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

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, 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;

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(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

(i) The 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. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the 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, 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.

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(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)(5) 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)

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[252.211-7003 Item Identification and Valuation.

As prescribed in 211.274-3, use the following clause:

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

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

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means-

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

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

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

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

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

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

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means-

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

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons,

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radio frequency identification, or optical memory cards.

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

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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

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

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

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

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

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

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

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-

(i) All items for which the Governments unit acquisition cost is \$5,000 or more; and

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

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

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number _____ or Contract Data Requirements List Item Number _____.

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

(3) Data syntax and semantics. The Contractor shall-

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

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(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

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

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

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier,** consisting of-

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

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(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

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

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)]

I-93 52.216-10 INCENTIVE FEE MAR/1997
(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) 'Target cost,' as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) 'Target fee,' as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect

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the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 75 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

"(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by \$.50 for every dollar that the total allowable cost is less than the target cost or decreased by \$.50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than TBD percent or less than TBD percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, 'total allowable cost' shall not include allowable costs arising out of-

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance-Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

All other allowable costs are included in 'total allowable cost' for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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52.222-26

EQUAL OPPORTUNITY (APR 2002) AND ALTERNATE I (FEB 1999)

APR/2002

Notice: The following terms of this clause are waived for this contract: _____ [Contracting Officer shall list terms.

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

I-95 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions.

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

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

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III

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industrial resource to the Contracting Officer.

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

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

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

(End of clause)

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52.243-07

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

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

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

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

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

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52.252-02

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>

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	STATEMENT OF OBJECTIVES FOR THE SYSTEM DEVELOPMENT AND DEMONSTRATION OF A ELECTRO-OPTIC/INFRARED/LASER DESIGNATOR (EO/IR/LD)	10-MAY-2004	011	EMAIL
Attachment 002	TABLES 1 THRU 3 REFERENCED IN SECTION L	10-MAY-2004	008	EMAIL

Name of Offeror or Contractor:

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
K-3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
K-4	52.222-38	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-5	252.225-7021	TRADE AGREEMENTS	JAN/2004
K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004

(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 offeror represented itself as 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.

Name of Offeror or Contractor:

___ 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) Which 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; and

(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 --

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- (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)

K-7 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

"Common parent," as used in this solicitation 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 requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the 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 a Federal Government;
 - () Other. State basis. _____

(e) Type of organization.

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt):

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Name of Offeror or Contractor:

- () 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)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-8 52.204-5 WOMEN-OWNED BUSINESS MAY/1999

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

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

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

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

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

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an

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Name of Offeror or Contractor:

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)

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

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable box) 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 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)

K-11 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.

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

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

(End of Provision)

K-13 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)

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Name of Offeror or Contractor:

requirements of this solicitation.

(End of Provision)

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000
 Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

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

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

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

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

() (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

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

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

() (3) Certificate of Monetary Exemption

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Name of Offeror or Contractor:

Balance of Payments Program.

(c) Certifications and identification of country of origin.

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

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

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

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

Line Item Number	Country of Origin
_____	_____

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

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

(End of provision)

K-17 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

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

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

(End of provision)

K-18 52.7119 ADDITIONAL FACILITIES, TOOLING OR MANUFACTURING AIDS APR/1991

a. In accordance with FAR 45.302 it is the policy of the Department of Defense that contractors will furnish all facilities required for the performance of Government contracts. Except as indicated in the cited FAR, facilities will not be provided to contractors for expansion, replacement, modernization or other purpose.

(1) Will it be necessary to acquire any additional industrial facilities, including test equipment YES_____ NO_____

(2) Will the proposed contract require special tools, dies, jigs, molds, manufacturing aids, or other special equipment, during the performance thereof YES_____ NO_____

(3) Will the cost of such tooling or manufacturing aids be charged to the Government and has it been included in the cost of the proposed contract (SF 1411) YES_____ NO_____

b. If the answers to (1), (2) and (3) above are 'YES', list the items on a separate sheet under appropriate headings. For each item involved, additional information is required as follows:

Name of Offeror or Contractor:

(1) Detailed description of the item, including quantity, manufacturer, model or type number, electrical characteristics, and unit price.

(2) Its specific use under the resultant contract.

(3) Can you perform the proposed work without the facilities

(4) Number of months, days, etc., facilities will be required.

(5) Is it possible to rent such facilities If so, explain.

(6) Reasons why you cannot furnish the items.

c. Use of Existing Government Production and Research Property as defined in FAR 45.301. (FAR 45.201).

(1) Offeror () does () does not have a Government Facility Contract No. _____.
(Identity of Government Department or Agency) _____.

(2) Total approximate dollar value of Government industrial facilities now in the possession of offeror \$ _____.

(3) (FAR 45.202-1) If offeror intends to use existing Government production research property, then the offer shall include:

(a) A list or description of all Government production or research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis, including property offered for use in the request for proposals, as well as property already in possession of the offeror and his subcontractors under other contracts;

(b) With respect to such property already in possession of the offeror and his proposed subcontractors, identification of the facilities contract or other instrument under which the property is held, and the written permission of the Contracting Officer having cognizance of the property for use of that property;

(c) The months during which such property will be available for use, which shall include the first, last, and all intervening months, and with respect to any such property which will be used concurrently in performance of two or more contracts, the amounts of the respective uses in sufficient detail to support the proration required; and

(d) The amount of rent which would otherwise be charged for such use, computed in accordance with FAR 45.403.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) AND ALTERNATE I (OCTOBER 1997)	MAY/2001
L-2	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-5	252.206-7000	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-6	252.211-7004	ALTERNATE PRESERVATION, PACKAGING, AND PACKING	DEC/1991
L-7	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) AND ALTERNATE III (OCT 1997)	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.

(2) 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.

(c) Submit the cost portion of the proposal via the following electronic media: Microsoft Excel (End of provision)

L-8 52.216-01 TYPE OF CONTRACT APR/1984
The Government contemplates award of a Cost Plus Incentive Fee (CPIF) contract resulting from this solicitation.
(End of Provision)

L-9 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

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Name of Offeror or Contractor:

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 Brenda Haase, Contracting Officer, US ARMY CECOM, FORT MONMOUTH NJ 07703.

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

(End of provision)

L-10

52.6221

SMALL BUSINESS PARTICIPATION PLAN-SUBMISSION OF PROPOSALS

FEB/2002

Part I - Small Business Participation Plan.

All offerors, both Small and Large Businesses, are required to submit a Small Business Participation Plan in accordance with DFARS 215.304 that shall include the following:

1. Type of Business of Prime Contractor:

Check all applicable boxes -

- Large
- Small
- Small Non-Disadvantaged Business
- Small Disadvantaged Business
- Women-Owned Small Business
- HUB Zone Small Business
- Veteran Owned Small Business
- Service Disabled Veteran Owned Small Business

2. Total Contract Value: (Include options)
\$_____

3. Total Contract Value and percentage of total contract value of your participation as a Prime Contractor:
\$_____ %_____

Small Business Offerors receive credit for Small Business Participation as Prime Contractors.

4. Dollar Value and Percentage of Subcontracts planned for:

	Dollar Value	Percentage of Total Contract Value
A) Large Business	\$_____	%_____
B) Small Business	\$_____	%_____
Small Non-Disadvantaged Business	\$_____	%_____
Small Disadvantaged Business	\$_____	%_____
Women-Owned Small Business	\$_____	%_____
HUB Zone Small Business	\$_____	%_____
Veteran Owned Small Business	\$_____	%_____
Service Disabled Veteran Owned Small Business	\$_____	%_____

Name of Offeror or Contractor:

For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged.

Each participation percentage above shall be accompanied by detailed supporting documentation. Detailed explanations shall also be provided when the percentages fall short of the DOD goals.

5. List principal supplies/services to be subcontracted to each company:

Name of Company Identify type of service/supply

Large:

Small:

Small Non-Disadvantaged:

Small Disadvantaged:

Women-Owned Small:

HUB Zone Small:

Veteran Owned Small:

Service Disabled Veteran Owned Small:

For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged.

6. Extent of Commitment: Provide documentation regarding enforceable commitments to utilize each Small Business as defined in FAR Part 19, as subcontractors, team members, or member of a joint venture. A bilateral agreement between the offeror and a proposed subcontractor constitutes an enforceable commitment.

7. The Department of Defense (DOD) has established small business goals to assure small business receives a fair proportion of DOD awards. The goals are as follows: Small Business: 23% of the total contract value; Small Disadvantaged Business: 5% of the total contract value; Women-Owned Small Business: 5% of the total contract value; Historically Under-utilized Business Zone (HUBZone) Small Business: 2.5% of the total contract value; Veteran Owned Small Business: No Goal Established; Service Disabled Veteran Owned Small Business: 3% of the total contract value.

8. Prior Performance Information: Provide any information substantiating the offerors track record of utilizing small businesses on past contracts.

For Large Businesses: include ACO Rating and SF 295 Information.

For Large and Small Businesses: provide details to support prior performance information for all Small Business categories.

Any information concerning long-term relationships with Small Business Subcontractors, such as Mentor-Protg relationships, should be provided. Provide the names of Protg firms being utilized in the proposal as subcontractors in accordance with DoD Mentor-Protg Program, FAR 19.702(d).

Part II - Small Business Subcontracting Plan.

Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. This Plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both

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Large and Small Businesses. The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a Large Business and will be incorporated into any resultant contract.

Exception to Electronic Submission. Government approved Master Annual Subcontracting Plans are not required to be submitted in electronic format and may be submitted in hard copy form.

L-11 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA (OCT 1997) AND ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: -1-

(End of clause)

L-12 52.252-01 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>

(End of Provision)

L-13 52.XXXX AMC-LEVEL PROTEST PROGRAM FEB/2004
LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004
52.7251

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 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 FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Road
Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775
Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC)'.
The CC website address is:

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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.

(End of Clause)

L-14 52.7237 NOTICE: PERSONNEL CHANGES SEP/1997
Offerors are required to insure the continuing availability of personnel for whom resumes are required. If any personnel substitutions occur prior to Final Proposal Revision, the offeror shall amend its proposal accordingly. Failure to do so may render the proposal unacceptable.

L-15 52.7395 COST OF MONEY FOR FACILITIES CAPITAL SEP/1997
Defense contractors will calculate the cost of money for facilities capital employed in accordance with FAR Part 31. This is an overhead cost that is separately identified for pricing purposes. The contractor will include information regarding existing facilities and new facility investments for evaluation (see FAR 31.205-10(a)(1)). In addition, contractors shall prepare and submit to the Administrative Contracting Officer, Form CASB-CMF (Facilities Capital Cost of Money Factors Computation).

L-XXXX PROPOSAL SUBMISSION

TYPE OF CONTRACT:

The Government contemplates award of a basic contract consisting of Cost Plus Incentive Fee (CPIF) for the System Design and Development (SDD) effort. This contract will incentivize weight and cost.

USE OF NON-GOVERNMENT ADVISORS

The proposals will be evaluated by a team of Government personnel assisted by Support Contractors from Avenge Incorporated, D&S Consultants Inc. (DSCI), Aerodyne Incorporated, Aquila Management Inc., KosTech, CACI Inc., Sytex Inc., Tecolote Research, Inc., Computer Science Corporation (CSC). Offerors are not to solicit any of these companies or their subsidiaries, divisions, or affiliates for any subcontract effort as this may result in an organizational conflict which would require the Government to exclude the Offerors proposal from consideration of award.

INSTRUCTIONS TO OFFERORS:

The Offeror shall submit a proposal that responds to the requirements, provides rationale to address how the Offeror intends to meet these requirements, presents the Offerors capabilities, and is comprehensive enough to provide a substantive basis for evaluation by the Government. The proposal shall be clear, concise, logically and cohesively organized and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Except for the Contractor Past Performance Risk Factor evaluation and the confirmation of system baseline performance with the provided POCs, the Government will neither assume nor consider anything that is not specifically addressed or presented in the offerors proposal. Therefore, proposals should be sufficiently detailed to permit a complete and accurate evaluation strictly from their contents. No alternate proposals will be considered. Legibility, clarity and responsiveness are of utmost importance.

1. The Offerors proposal shall consist of: a Request For Proposal (RFP) cross-reference matrix; a Performance Proposal that includes an Executive Summary, Master Schedule, discussion of the Technical Approach, a Prime Item Performance Specification (PIPS), and a Statement Of Work (SOW); a Cost Proposal; a Contractor Past Performance Proposal; a Small Business Participation Proposal; and completed Contract Documentation (e.g., Delivery Schedule; Pricing Information; Solicitation, Offer and Award [SF 33]; Certification; representations; and Contract Data Requirements List [CDRL-Form DD1423]).
2. Proposals shall be submitted via electronic media using Microsoft Office 2000 products (e.g., Microsoft Word and Excel) or in Portable Document Format using Adobe Acrobat version 5.0 in separate files and in the quantities of Hard Copy as set forth in Table 1, located in Attachment 002 in Section J. Drawings, diagrams, graphics, etc. shall use the Joint Photographic Experts Group (JPG) format. The titles for each file, along with the references are shown in Table 1. All information pertaining to a particular file shall be confined to that file. The Cost file shall be submitted as a separate Excel file and clearly annotated. Also the cost files will have all formulas and calculations intact, with no read only or password protected files. The Government needs to be able to manipulate the Offerors data. All proposal submissions shall be capable of being printed on 8.5 x 11 inch paper with one-inch margins (top, bottom, left and right) and a 12 pitch Arial font. The proposal submission for the files may be compressed (zipped) into one self-extracting file entitled Proposal.EXE using WinZip version 8.

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3. Any classified data, if proposed, shall be delivered only in paper copy and must be submitted as a separate attachment and marked and transmitted in accordance with the Industrial Security Manual for Safeguarding Classified Information, DoD 5220.22-M. Contact the Contracting Officer for information on submitting classified data.
4. Each volume of the proposal shall include a Table of Contents. Proprietary information shall be clearly marked.
5. Cross Referencing: Each volume shall be generated to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal.
6. Glossary of Abbreviations and Acronyms: The Executive Summary shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.
7. Page limits are identified in Table 1- Pages in excess of the limitations will not be evaluated and will be returned to Offeror.

RFP CROSS REFERENCE

The Offeror shall provide a table that will cross-reference all Key Performance Parameters (KPP), Statement of Objectives (SOO) requirements and banded performance parameters to where they are addressed in the proposal. The table shall clearly indicate which of the banded performance parameters the Offeror proposes to meet and those he does not propose to meet. The Cross Reference Matrix shall ensure the pertinent technical information can be easily located in relation to the Government developed KPPs, Banded Performance Parameters, SOO requirements/objectives, and Offeror Contract Work Breakdown Structure (CWBS), CLINs/SLINs, the proposed SOW, the proposed PIPS, and all CDRLs.

VOLUME I PERFORMANCE

A Prime Item Performance Specification (PIPS) and Statement of Work (SOW) are required to describe the EO/IR/LD payload. These will be utilized by the Government, together with the information provided in the Technical Volume, to determine whether the proposal meets KPPs, SOO requirements, and assess the risks associated with the proposed approach. The PIPS and SOW will also be included in the resultant contract.

VOLUME IA EXECUTIVE SUMMARY

The information contained in the Executive Summary must be consistent with data in the other volumes and shall not contain any data that is not provided elsewhere. References to the proposal locations providing substantiating data should be given as appropriate.

Section 1 Program Synopsis

The Offeror shall utilize this section of the Executive Summary to summarize pertinent information that it considers to be appropriate. The Offeror is free to submit this section of the Executive Summary in any format desired, and to include any and all information (except for cost data) it believes will support its overall proposal.

Section 2 Schedule Overview

The offer shall provide a master schedule and descriptions for all major or significant milestones/interdependencies. The master schedule shall outline all of the System Development and Demonstration (SDD) processes. Sufficient detail shall be provided to depict successful completion of these processes to meet the delivery schedule, to include identification of all key reviews and milestones. The following shall be considered:

- a. Design (Hardware and Software)
- b. Long Lead Items
- c. Documentation
- d. Fabrication
- e. Integration
- f. Testing
- g. Training

Section 3 Terms and Conditions

Any special terms and conditions to the proposal shall also be explained in this section of the Executive Summary.

VOLUME IB PERFORMANCE PROPOSAL

TECHNICAL APPROACH The Offeror shall describe their technical approach to meeting the requirements (SOO, KPPs, and proposed performance

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parameters) as stated in their PIPS and SOW (Volume 1C and 1D, respectively).

a. The Offeror shall discuss and support the design decisions that were made to meet the requirements and proposed performance parameters. Proposed performance must be supported with narrative explanation that addresses each of the requirements set forth in the PIPS. At a minimum, the topics below shall be addressed:

1) The Offeror shall provide a Design description of the proposed EO/IR/LD payload identifying the extent to which the planned approach is based on proven and mature technologies, including hardware and software. The Offeror shall describe/define their current Baseline System used for the proposed EO/IR/LD payload.

2) The Offeror shall present how their current Baseline Systems capabilities/characteristics compare to the EO/IR/LD SOO and the Offerors proposed PIPS.

3) The Offeror must provide documented proof of any claim they are making and shall identify customers and provide POCs/Telephone #s that can verify/validate the performance achieved by Offerors Baseline system, the information shall include quantities produced, delivered and fielded (if applicable).

4) The Offeror shall thoroughly describe/delineate the changes to their Baseline System required for their proposed payload configuration. For the proposed changes, the Offeror shall provide the technical/engineering analyses to support their design approach and the specific methods to be used to reduce potential risks.

5) The Offeror shall address all the Requested Parameters and Test Data as listed in Table 3, including the type of test data (if available). The Offeror shall provide any test data collected that directly applies to their current Baseline System used to support the proposed EO/IR/LD payload configuration.

6) The Offeror shall provide a written discussion of the extent to which its proposal complies with the applicable sections of the Joint Technical Architecture-Army (JTA-A).

b. The Offeror shall highlight key aspects of their software development process, any independent or internal certification of software maturity level achieved, and shall describe how these factors will reduce risk and/or otherwise be considered to satisfy specific government requirements and objectives. The Offeror shall include their standard documented software development process and describe any deviations from their standard methodology that will be used, as a part of their overall submission. The Offeror shall also include details of their basis of estimate for all software work to include, if appropriate, reused code, modified code, newly developed code, and any equivalent code measure to normalize for language or other differences. The Offeror shall include metrics, reliability data, and other software quality/maintainability data to support any reuse of existing software in their proposal. The Offeror should also include information concerning established productivity rates for similar projects and team composition/experience factors that must be considered and/or the values for attributes used in a software estimation model. The Offeror shall provide documentation of any existing software that is going to be used as a part of their proposal and/or provide any such documentation for a relevant payload.

c. The Offeror shall describe their quality system and provide relevant registration certificates. If the contractor's quality system is not registered to ISO 9001:2000 but meets the requirements of the standard, or is an equivalent quality system, the Offeror shall provide the corporate quality manual and first tier procedures as part of the proposal.

d. The Offeror shall outline the planned approach for meeting all the Quality Assurance and Test objectives of the SOO. The Offeror shall include the Verification Test Matrix and address the method of validation (analysis, inspection, demonstration, test) for qualification, as well as acceptance testing. The Offeror shall provide a detailed narrative outlining the method of verification for each of the specification parameters, per the Verification Test Matrix, to include test conditions, test methods, measurement techniques, sample size, and pass/fail criteria, facilities required, and the recommended source of data if other than the contractor test. Verification of compliance to interface control documents shall also be addressed. Use of the most efficient and cost effective combination of qualification by similarity in-house, surrogate platform, and in-flight testing is encouraged. The Offeror shall provide any relevant test data thats been collected to support their proposed approach.

e. The Offeror shall describe their strategy for ensuring the payload achieves the required reliability. The program of activities to be accomplished, both analysis and test, shall be described in detail; areas of high risk and how they will be managed shall be identified. The Offeror shall address the planned reliability test, to include sample size, number of planned test hours, description of the test profile and environments, and operational checks to be performed. The Offeror shall provide a reliability growth plan. The Offeror shall provide any relevant reliability data thats been collected to support their proposed approach.

f. The Offeror shall provide a breakout of their proposed payload and the cost rationale used to substantiate a TBD (Xth) production payload unit production cost (UPC) at or below the follow-on contract Cost As Independent Variable (CAIV) target set forth in SOO paragraph 2.2. The Offeror shall provide the cost curve used. UPC is defined as the recurring manufacturing costs to include material, labor, program management and other expenses incurred in the fabrication, checkout and processing of parts, subassemblies, and major subsystems needed for the final payload.

MANAGEMENT APPROACH The Offeror shall propose a detailed Integrated Master Schedule (to include all major subcontractors) that depicts all activities that are proposed to meet the delivery six (6) EO/IR/LD payloads. The Offeror shall provide the programs Critical Path for to meet the delivery schedule and shall include identification of all key milestones. The offeror must provide documented proof of any claim they are making in regards to the production status, qualification status, and sub-contractor agreements that will be evaluated for technical risk. Offeror shall provide a clear description of how they will manage the effort including their management team, roles and responsibilities, and method for identifying, quantifying, and rectifying issues during development, qualification, and production. The Offeror shall describe the IPT approach that will be implemented to execute the program. At a minimum, the topics below

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shall be addressed:

1. Supply Support (Long Lead Items)
2. Fabrication & Facilities
3. Production Testing
4. Government Furnished Equipment/Government Furnished Information (GFE/GFI)
5. Delivery
6. Configuration Management, Material handling, System Engineering, Quality, Test & Evaluation, Shipping & Packaging and Software Standards and Procedures
7. Production Test and Manufacturing Equipment
8. Certifications
9. Subcontractor Agreements. The offeror shall provide the name(s) and the component(s) provided from all major subcontractors, identify the name(s) of alternate sources available for those components, and the current relationships with their subcontractors (i.e., existing contracts with subs, need to contract with subs).

GROWTH POTENTIAL The Offeror shall present how the proposed EO/IR/LD payload can be grown to any of the Objective Performance Parameters found in the SOO. The Offeror shall describe/delineate the changes to the proposed payload configuration to facilitate the growth in any area and the timeline required for each. For the proposed changes, the Offeror shall provide the technical/engineering analyses to support their design approach and the specific methods to be used to reduce potential risks.

SYSTEM SUPPORTABILITY The Offeror shall describe the methods/validations that will be utilized, with appropriate analysis, to ensure the EO/IR/LD payload is supportable and that Total Ownership Cost Reduction (TOCR) and Performance Based Logistics (PBL) are considered in the design and implementation of the payload. The Offeror shall outline approaches and methodologies to ensure the EO/IR/LD payload is supportable, maintainable, trainable, and sustainable, with a minimum logistics footprint. The Offeror shall provide existing analyses, with rationale, reports, documentation, and examples, where applicable, to support implementation of their proposed supportability approach. The concepts, and resultant approaches, outlined within this section should be reflected in the SOW and PIPS.

a. **OPERATIONS AND SUPPORT (O&S)** The Offeror shall address how the design and supportability concept proposed will enable the payload to meet the supportability requirements and performance parameters. The Offeror shall describe its proposed Maintenance and Sustainment Concept for both hardware and software to support a 10 year life. The Offeror shall describe how parts obsolescence will be managed with this payload. The Offeror shall provide examples of its existing training products relative to the payload being proposed.

b. **TOTAL OWNERSHIP COST REDUCTION (TOCR)** The Offeror shall describe their approach to TOCR for this payload. This approach shall detail how the proposed concept minimizes Total Ownership Cost (TOC) associated with the proposed payload design as well as supports future TOCR initiatives. The Offeror shall discuss and outline the metrics to be utilized to track their TOCR approach.

c. **PERFORMANCE BASED LOGISTICS (PBL)** The Offeror shall provide a narrative discussion of the proposed approach to implementing PBL. The Offeror shall discuss and outline the metrics being proposed and partnerships that might be established as a result.

d. **CORE DEPOT ASSESSMENT (CDA)** The approach the Offeror proposes to provide access to information and facilities necessary for the Government to develop an organic depot maintenance capability (hardware and software) in accordance with United States Code, Title 10, Section 2464. The Offeror shall identify any restrictions in ability to meet this access requirement.

e. **SAFETY** - The proposal shall describe the contractor's system safety program for ensuring that all potential hazards associates with the EO/IR/LD payload hardware and software and it's integration into the UAV platform are identified, assessed, and mitigated to a level acceptable to the government. The proposal shall describe the system safety process, organization and responsibilities, and the method for hazard identification, assessment, mitigation, verification, and tracking. A preliminary hazard list shall be presented of potential system hazards and proposed methods for their mitigation. The proposal shall describe the safety deliverables and timelines for various safety tasks.

VOLUME IC PRIME ITEM PERFORMANCE SPECIFICATION (PIPS)

The Offeror shall submit a PIPS that describes the Offerors EO/IR/LD payload. The PIPS, after negotiations, shall become part of the contract. The PIPS shall not contain any proprietary information. The PIPS shall describe the performance requirements that are to be met by the EO/IR/LD payload. The PIPS shall not contain Tasks that the Offeror will undertake if awarded the contract. The specification format and content shall be organized as follows:

- a. Section 1, scope and overview of the payload and document.
- b. Section 2, list and description of applicable documents.
- c. Sections 3 and 4, as outlined in Table 2, located in Attachment 002, Section J.
- d. Section 5, packaging requirements.

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e. Section 6, information to assist in the applicability of the specification or intended use such as acquisition requirements, parts or identifying numbers, and key word listing.

f. An appendix listing applicable procedures, test set up, acceptable operation, specification sheets, and acronyms.

(If an item for Sections 3 and 4 is not addressed in the Offeror's specification, enter N/A; do not eliminate the paragraph). If Offerors payload has additional features not specified in PIPS outline, add them to specification and mark with footnote as * additional features.

VOLUME ID STATEMENT OF WORK (SOW)

The Offeror shall use the SOO, together with other applicable portions of the RFP, as the basis for preparing the SOW, Contract Work Breakdown Structure (CWBS), and Contract Data Requirements List (CDRL). The SOW shall describe the tasks that the Offeror proposes to execute during the period of performance. The SOW shall not contain any performance requirements that the system is proposed to meet. The SOW shall not contain any proprietary information.

The Offeror shall ensure all aspects of the proposed effort are addressed and the SOW should specify in clear, understandable terms the work to be done in developing and producing the goods to be delivered or services to be performed by the contractor. The SOW shall describe any work and documentation that the Offeror proposes to perform and deliver to the Government. The SOW shall include a cross reference to the applicable Proposal element (Vol and Page # at a min).

VOLUME II A COST

Breakdowns of cost data are required under this solicitation as set forth below in FAR Part 15.408. In addition, the Offeror shall provide a cross-reference between the SOW, CWBS and CLINs/SLINs. Certified Cost and Pricing Data will not be required. If the Government determines that 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 an 30 October 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 Offeror shall develop, maintain and present as an attachment an extended CWBS, using MIL-HDBK-881 for guidance, which provides visibility and accountability to two levels below the level that is being reported. The extended CWBS shall be to the lowest level necessary to reflect the way the work is being performed, while ensuring correlation of these lower level tasks to the specification, CLIN, configuration items, data items, CDRLs, and work statement tasks. The CWBS shall be the key reference document for planning, controlling, and reporting requirements. The Offeror shall ensure subcontractor data supports the prime contract CWBS. The Offeror shall maintain this CWBS, use it as the basis for defining all tasks associated with the program, and maintain traceability of all Offeror efforts to the elements of the CWBS. The Offeror shall establish and maintain traceability of hardware and software configuration items during the program using the CWBS.

c. 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.

d. 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 of labor proposed (manufacturing, engineering, etc.). The type of labor shall be broken down by labor category, showing hours and rates.

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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. State whether the distribution has been reviewed and/or accepted by the ACO/DCAA.

(4) The Offeror shall provide a spend plan by Government fiscal year for the proposed effort using an _____, start of work date.

(5) The contract resulting from this solicitation may be funded on an incremental basis. To facilitate this funding approach, Offerors shall identify the costs to design and build the prototypes, and separately, the cost to conduct the prototype testing. The costs associated with each of these efforts should also include the costs for logistics support activities occurring during these time frames.

(6) This shall be a Cost Plus Incentive Fee (CPIF) Contract. Offerors must provide a target cost (that includes the requirements as well as any desired capabilities proposed). The terms of the CPIF contract shall be as follows:

- a. Target Fee: TBD%
- b. Minimum Fee: TBD%
- c. Maximum Fee: TBD%
- d. Share Ratio: 50/50

A 50/50 share ratio means that for every \$1 the contractor saves in actual costs under the target cost, the contractors target fee will be increased by \$0.50. And, for every \$1 in actual costs that the contractor exceeds the target cost, the contractors target fee will be decreased by \$0.50. Thus, if the contractors actual costs were \$10,000 less than the target cost, target fee would be increased by \$5,000. If the contractors actual costs were \$10,000 more than target cost, the target fee would be decreased by \$5,000.

(7) All costs shall be proposed in U.S. dollars.

(8) Offerors are also requested to submit their most current Forward Pricing Rate Agreement (FPRA), if applicable, if not, then provide the address and phone number of their cognizant DCAA office.

VOLUME II B SANITIZED COST

The Sanitized Cost Volume II B shall be organized by the CWBS presented in Volume II A and will be evaluated by the Government in conjunction with Volume I, Performance Factor. Volume II B shall be identical to Volume II A, but without the associated costs for:

- (1) Labor Rates
- (2) Indirect Rates
- (3) Total cost of the proposal

VOLUME III CONTRACTOR PAST PERFORMANCE RISK

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. Relevant is defined as those contracts for airborne payload equipment similar in complexity and technology to the EO/IR/LD. This volume shall be organized into the following sections:

- (1) Section 1 Contract Descriptions. This section shall include the following information in the following format:
 - a. Contractor/Subcontractor place of performance, CAGE Code and DUNS number.
 - b. Government contracting activity, address, telephone and FAX numbers.

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- c. PCO's name, telephone and fax numbers.
- d. Government's technical representative/COR telephone and fax numbers.
- e. Government contract administration activity and the ACOs name, telephone and fax numbers.
- f. Government contract administration activity's Pre-Award Monitor's name, telephone and fax numbers.
- g. Contract Number.
- h. Contract Type.
- i. Awarded price/cost.
- j. Final or projected final price/cost.
- k. Original delivery schedule.
- l. Final or projected final delivery schedule.

(2) 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.

(3) Section 3 Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractors corporate entity and among the proposed subcontractors. Offerors shall provide the information required under Sections 1 and 2 above for any proposed subcontractor who will perform a significant portion of the effort. Significant portion is defined as subcontract efforts that are at least 10% of the total proposed cost or are for critical efforts necessary to meet the Governments requirements. When significant subcontractor activity is to be used in the execution of this effort, the Offeror shall provide relevant past performance regarding its ability to manage subcontracted efforts.

(4) 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.

VOLUME IV SMALL BUSINESS PARTICIPATION (to be completed by both large and small businesses)

(1) All Offerors, both small and large businesses, shall submit a Small Business Participation Plan, to include the following information for this contract:

1. Type of Business: Check application box (boxes)

- { } Large
- { } Small
- { } Small Non-Disadvantaged
- { } Small Disadvantaged
- { } Women-Owned Small
- { } HUB Zone

2. Total Contract Value: (Include options, etc.) \$

3. Dollar Value of your participation as a Prime Contractor: \$

4. Dollar Value and Percentage of Subcontracts Planned for:

	Dollar Value	Percentage of Contract Value
Large	\$	\$
Small	\$	\$

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Small Non-Disadvantaged	\$ _____	\$
Small Disadvantaged	\$ _____	\$
Women-Owned Small	\$	\$
HUB Zone	\$	\$

5. List principle supplies/services to be subcontracted to:

Name of Company Type of service/ supply

Large:

Small:

Small Non-Disadvantaged:

Small Disadvantaged:

Women-Owned Small:

HUB Zone:

6. Prior Performance Information: All Offerors are to provide information substantiating their record of small business utilization on past contracts. Large Businesses shall include ACO rating and SF295 information. Large and Small Businesses, shall provide descriptive information for all small business categories.

NOTE 1: For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs) are considered as disadvantaged and should be broken out separately.

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR/1984

M-XXX BASIS FOR AWARD FACTORS AND SUBFACTORS TO BE EVALUATED AND EVALUATION APPROACH

A. BASIS FOR AWARD

Any award to be made will be based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the following evaluation factors: Performance, Contractor Past Performance Risk, Cost and Small Business Participation. The Performance Factor is greater in importance than the Contractor Past Performance Factor, which is greater than the Cost Factor which is significantly more important than the Small Business Participation Factor. To receive consideration for award, a rating of no less than Acceptable must be achieved in the Performance Factor. Offerors are cautioned that the award may not necessarily be made to the lowest cost offered.

B. FACTORS AND SUBFACTORS TO BE EVALUATED (In descending order of importance)

1. PERFORMANCE
2. CONTRACTOR PAST PERFORMANCE RISK
3. COST
4. SMALL BUSINESS PARTICIPATION

C. EVALUATION APPROACH

1. Performance Factor Evaluation Approach: The Performance Factor will be evaluated using the following criteria:

a. Understanding of Requirements. The extent to which the proposal demonstrates a clear understanding of all technical aspects and program execution elements required in solving the problems and meeting the requirements of the RFP. The extent to which uncertainties are identified and solutions proposed.

b. Feasibility of Approach. The extent to which successful performance of the program is contingent upon proven methods and techniques that do not require excessive development. The proposal will be evaluated to determine whether the Offeror's methods and approach in meeting the requirements, to include the requirement to not exceed the Cost As Independent Variable (CAIV) target in production, in a timely manner provide the Government with a high level of confidence of successful completion.

c. Completeness. The extent to which requirements have been considered, defined, satisfied, implemented and integrated into the Offerors overall approach. The extent to which the PIPS and SOW accurately reflect the performance being offered and the tasks to be accomplished.

d. Degree of Performance. The extent to which the proposed payloads performance and Baseline, as verified and/or substantiated by customer contacts and performance/test data, meets and/or exceeds the performance requirements set forth in this solicitation. The extent to which the proposed payload uses proven, mature, structured, non-developmental item (NDI) or commercial off-the-shelf (COTS) software and hardware. The models that maybe used by the Government during evaluations to substantiate the data provided shall include NVESDs NVTherm, FLIR92, ACQUIRE, and SSCAM.

2. Contractor Past Performance Risk Factor Evaluation Approach. The Contractor Past Performance Risk Factor 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.

a. The Government will conduct a contractor past performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its 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 subcontractors as it relates to all solicitation requirements. These requirements include all aspects of cost, schedule, and performance including the Offerors 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; and 6) its management of subcontractors.

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.

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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 Contractor Past 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. 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.

3. Cost Factor Evaluation Approach. 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.

4. Small Business Participation Factor Evaluation. Small Business Participation (SBP) will consider the following:

- a. The extent to which small business firms are specifically identified in proposals.
- b. The extent of commitment to use such firms.
- c. The complexity and variety of the work small firms are to perform.
- d. The realism of the proposal.
- e. Prior performance in subcontracting.
- f. The extent of participation of such firms in terms of the value of the total acquisition.

*** END OF NARRATIVE M 001 ***