

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOAL	Page 1 of 78
2. Contract No.	3. Solicitation No. W58RGZ-04-R-0674	4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004SEP01	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-CM-A REDSTONE ARSENAL AL 35898-5280		Code W58RGZ	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 MAIN LOBBY, BLDG 5681, 5681 WOOD RD until 04:00pm (hour) local time 2004OCT18 (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 MICHAEL HICKS E-mail address: MICHAEL.HICKS@PEOAVN.REDBSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256) 313-4509
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	28
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	51
X	D	Packaging and Marking	20	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	21	X	K	Representations, Certifications, and Other Statements of Offerors	52
X	F	Deliveries or Performance	22				
	G	Contract Administration Data		X	L	Instr., Conds., and Notices to Offerors	61
X	H	Special Contract Requirements	23	X	M	Evaluation Factors for Award	74

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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0674 MOD/AMD	Page 2 of 78 REPRINT
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4000 SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
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(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of Clause)

RFP W58RGZ-04-R-0674

U.S. Army Extended Range/ Multi-Purpose (ERMP) Unmanned Aerial Vehicle (UAV)
Executive Summary

1. Program Objectives. The U.S. Army seeks to acquire and field an existing ERMP UAV system that provides the best overall value to meet the military commander's need for near real time, highly accurate, sustainable capability for over the horizon/hill Reconnaissance, Surveillance, and Target Acquisition (RSTA), Command and Control, Communication Relay, Signals Intelligence (SIGINT), Elecontronice Warfare, Attack, Weapons of Mass Destruction (WMD) detection, battle damage assessment (BDA) and special operations missions during peacetime and all levels of war against defended/denied factions over extended periods of time. The Increment I system must be Key Performance Parameters (KPP) compliant by Initial Operation, Testing and Evaluation (IOT&E). The trade space requirements and priorities provided as an Attachment to this RFP shall be considered in the offeror's design growth prioritization, under their program's evolutionary acquisition approach. The ERMP UAV system is expected to provide on open architecture and will be accessed for growth capability toward meeting additional ORD requirements through a time-phased upgrade approach.

2. On 29 March 2004, U.S. Army Aviation and Missile Command released to industry a draft Request for Proposal (RFP) Number W58RGZ-04-R-0467 on a full and open competition basis for the U.S. Army ERMP UAV Program. Draft RFP W58RGZ-04-R-0467 was issued for the purpose of obtaining industry feedback on its content and acquisition approach. Interested parties were invited to submit recommendations or alternatives to the Government's proposed approach, ways to reduce total cost of ownership, and ways to maximize competition. As a result of issuance of Draft RFP W58RGZ-04-R-0467, AMCOM has issued eight (8) amendments providing industry questions and comments and AMCOM answers as well as clarifications to the ERMP UAV system requirement. On 05 May 2004, AMCOM conducted a pre-proposal conference (Industry Day) in Huntsville, Alabama to answer industry questions and comments and to provide status on the final RFP release.

3. Basis for Awards.

The ERMP UAV System competition shall be conducted in two phases (I and II). The award of Phase I and Phase II will be based on the following. An inherent consideration during the evaluation of proposals for both Phase I and Phase II is the proposal risk associated with an offerors proposed approach for meeting the Governments requirements. Inconsistencies among an offerors technical, management and cost proposals may indicate a lack of understanding and induce risk. Risk shall be considered in the evaluation of each Factor. For both Phase I and Phase II, in accordance with a "best value" approach, the contract award may be made to other than the low priced offeror or other than the offeror with the highest technical, management, and past performance ratings.

Phase I basis of award: the Government will award up to two contracts for System Capabilities Demonstration (SCD) to the responsible offeror(s) whose proposal is determined to offer the best value to the Government. The determination considers compliance with the initial entry gate criteria, combined with an evaluation of proposals based on the Technical, Cost, Management and Past Performance Factors.

Phase II basis of award: the Government will award one contract for Systems Development and Demonstration (SDD) (by exercise of a priced option on the SCD contract) to the responsible offeror whose proposal is determined to offer the best value to the Government. The determination considers an offeror's performance during SCD, combined with an evaluation of proposals based on the Technical, Cost, Management and Past Performance Factors.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0674 MOD/AMD	Page 3 of 78 REPRINT
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Name of Offeror or Contractor:

4. Full performance on this contract will require access to information/equipment that is not considered appropriate for release to foreign participants. Therefore, only those U.S. companies possessing a U.S. issued facility clearance at the Secret level will be considered for participation at the Prime level. Foreign and non cleared U.S. companies desiring to participate at the subcontracting level may request the releaseable portion of the solicitation for subcontracting purposes, however, participation is not guaranteed. Further, interested foreign companies/representatives must submit an official request for information through their respective Embassy. Requests received in any other manner will not be accepted.

5. The U.S. Army UAV Program Office has established a web site at <http://www.tuav.redstone.army.mil/ermp2>. To access the web site you must obtain a login and password. This information can be obtained from Michael Hicks, AMCOM Contract Specialist via email at Michael.Hicks@PeoAvn.redstone.army.mil.

6. The RFP and all subsequent RFP amendments (if applicable) will be available on the web site at https://wwwproc.redstone.army.mil/acquisition/current_business and at <http://www.tuav.redstone.army.mil/ermp2>. However, the RFP Attachments/Exhibits are available only on the web site at <http://www.tuav.redstone.army.mil/ermp2>.

7. The type of contract to be utilized for the ERMP UAV System RFP W58RGZ-04-R-0674 SDD shall be a Cost-Plus-Incentive-Fee (CPIF) with an Award Fee feature (CPIF/AF) except Contract Line Item Numbers (CLINs) 0101AA through 0101AM, and 0102AA will be CPIF only without an AF feature. In accordance with Section I.120, Incentive Fee, the offerors shall propose a CPIF for all effort described under CLIN 0002AA, 0101AA through 0101AM, and 0102AA by providing a Target Cost, Target Incentive Fee and Total CPIF. Additionally, in accordance with RFP special provision, Section H.4, Award Fee, the Government shall have \$12,150,000 available as an award fee amount, for the SDD effort as described in Attachment 003, as shown in SubCLIN 0002AB.

8. The SDD effort described in CLINs 0002AA through 0002AG, 0003AA, 0101AA through 0101AM, and 0102AA will be incorporated as an Option to the up to two separate SCD contracts. Upon award of the SDD to a single contractor, the Government will exercise the SDD Options contained in the SCD contract. The option exercise date for the SDD is no later than 360 calendar days after award of the SCD contract.

9. The CLIN structure in Section B is as follows:

CLIN 0001AA - Separate concurrent firm-fixed priced contracts for performance of the SCD. No single contract shall exceed \$250,000.00.

CLIN 0002AA - Performance of SDD based on CPIF type contract (Option)

CLIN 0002AB - SDD Award Fee (Option)

CLIN 0002AC - 0002AG - CPIF Incremental Funding FY05 through FY09)

CLIN 0003AA - SSD Data Items (Option) - Not Separately Priced from CLIN 0002AA.

CLIN 0101AA - 0101AM - CPIF Priced Options for Twelve (12) Trade Studies (Option)

CLIN 0102AA - CPIF Priced Option for Hellfire Missile (AGM-144K) Integration Into ERMP UAV System.

10. In the event of a conflict between this Executive Summary and the RFP, the RFP controls.

11. Reference SF 33, Block 12, offeror's proposal will be valid for 180 calendar days. Please annotate 180 calendar days in Block 12.

12. Offerors shall delivery proposals to the following address:

U.S. Army Aviation and Missile Command
 Building 5681 (Front Lobby)
 Attn: Michael Hicks (AMSAM-AC-CM-A)
 5681 Wood Road
 Redstone Arsenal, AL 35898

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
0001	<p><u>SYSTEM CAPABILITY DEMONSTRATION (SCD)</u></p> <p>SECURITY CLASS: Unclassified</p>										
0001AA	<p><u>SYSTEM CAPABILITIES DEMONSTRATION (SCD)</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: SCD PRON: 9U4ER4B1D9 PRON AMD: 01</p> <p>Offeror shall perform IAW System's Capabilities Demonstration (SCD) Statement of Work (SOW) as contained in Attachment 002 to the RFP.</p> <p>The contract price shall not exceed \$250,000.</p> <p>Please annotate the FFP in the SubCLIN 0001AA Amount column.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="261 1314 829 1367"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>0</td> <td>0030</td> </tr> </tbody> </table> <p>\$</p> <p>See Section F-9.</p> <p>(End of narrative F001)</p>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	0	0030				\$ _____
DEL REL CD	QUANTITY	DAYS AFTER AWARD									
001	0	0030									
0002	<p><u>CPIF/AF SYS. DEV. DEMO. (SDD) -OPTION</u></p> <p>SECURITY CLASS: Unclassified</p>										
0002AA	<p><u>CPIF SDD -OPTION</u></p>				\$ _____						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>NOUN: ER/MP SYS DEV DEMO</p> <p>Offeror shall provide the effort described in SDD Statement of Work as contained in Attachment 003 to the RFP.</p> <p>IAW Section L, the Offeror shall submit a Cost-Plus-Incentive-Fee (CPIF) proposal on or before the closing date of the RFP.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SDD (entire CLIN 0002 with exception of SubCLIN 0002AB):</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>The period of performance for CLIN 0002 (SDD) is from the date of contract award through 30 April 2009.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-APR-2009</td> </tr> </table> <p>See Section F.13 for ERMP Subsystems Deliverable Schedule.</p> <p style="text-align: center;">(End of narrative F001)</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-APR-2009				
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-APR-2009												
0002AB	<p><u>SDD AWARD FEE - OPTION</u></p> <p>Upon exercise of the SDD option, the contractor shall perform in accordance with Section H.4, Award Fee. The</p>				<p>\$ _____ ** NSP **</p>									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AC	<p>offeror is not required to submit any pricing information pertaining to the Award Fee for the SDD in the RFP.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>CPIF SDD FY05 INCREMENTAL FUNDING</u></p> <p>NOUN: ERMP SYS DEV AND DEMO</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2005</td> </tr> </table> <p>The performance completion date above represents the end of the estimated period for expenditure of this funding increment.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2005				\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-DEC-2005												
0002AD	<p><u>CPIF SDD FY06 INCREMENTAL FUNDING</u></p> <p>NOUN: ERMP SYS DEV AND DEMO</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ _____									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W58RGZ-04-R-0674 MOD/AMD

Page 7 of 78
 REPRINT

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2006</td> </tr> </table> <p>The performance completion date above represents the end of the estimated period for expenditure of this funding increment.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2006				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-DEC-2006												
0002AE	<p><u>CPIF SDD FY07 INCREMENTAL FUNDING</u></p> <p>NOUN: ERMP SYS DEV AND DEMO</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2007</td> </tr> </table> <p>The performance completion date above represents the end of the estimated period for expenditure of this funding increment.</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2007				\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-DEC-2007												
0002AF	<p><u>CPIF SDD FY08 INCREMENTAL FUNDING</u></p> <p>NOUN: ERMP SYS DEV DEMO</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: STATEMENT OF WORK PROCUREMENT DOCUMENTATION LOCATION:</p>				\$ _____									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<p><u>CPIF SDD DATA ITEMS - OPTION</u></p> <p>The offeror shall provide CDRLs for SDD in accordance with Exhibit A to the RFP.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0101	<p><u>OPTION - TRADE STUDIES</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Note: Award Fee is not applicable to Option CLINS 0101AA through 0101AM for Trade Studies.</p> <p>(End of narrative B001)</p>				
0101AA	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide an <u>Identification of ERMP life cycle cost reduction options</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AA:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101AB	<p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p> <p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide a <u>Cost-Benefit-Risk analysis of maintenance costs when using high-cost, high reliability design/components versus maintenance costs when using low-cost low reliability design/components</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AB:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				<p>\$ _____</p> <p>\$ _____</p>
0101AC	<p><u>OPTION - TRADE STUDIES</u></p>				<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide a <u>Cost-Benefit-Risk analysis of identified options for logistics footprint and transportability load-out allocations for the complete ERMP UAV system</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section 1.122, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AC:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% Maximum Fee: 15%</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				
0101AD	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide a <u>Cost-Benefit-Risk analysis comparing the following options: Integrating the air traffic control radio relay radios with the communication relay payload capability versus separate hardware functions in the UAV</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>shall complete the block with its proposed CPIF structure for SubCLIN 0101AD:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				
0101AE	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide an <u>Engineering Trade Study for integration of the Aviation Mission Planning System</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AE:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101AF	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p> <p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide a <u>Production Engineering Analysis</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AF:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101AG	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide an <u>Integration approach between AV and GFE payloads</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AG:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				\$ _____
0101AH	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide a <u>GCS Operator's Task Analysis</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AH:</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Target Cost: \$</p> <p>Target Incentive Fee: \$</p> <p>Total CPIF: \$</p> <p>Share Ratio</p> <p>Cost Incentive (Underrun): Govt 75%/Ktr 25%</p> <p>Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost</p> <p>Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				
0101AJ	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide an <u>AV & GCS Human Factors Analysis</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AJ:</p> <p>Target Cost: \$</p> <p>Target Incentive Fee: \$</p> <p>Total CPIF: \$</p> <p>Share Ratio</p> <p>Cost Incentive (Underrun): Govt 75%/Ktr 25%</p> <p>Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost</p> <p>Maximum Fee: 15% of Target Cost</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101AK	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p> <p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide a <u>Level of Repair Analysis (LORA)</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AK:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101AL	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offerors shall provide an <u>AV Weight Reduction Options</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AL:</p> <p>Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$</p> <p>Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%</p> <p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-12.</p> <p>(End of narrative F001)</p>				\$ _____
0101AM	<p><u>OPTION - TRADE STUDIES</u></p> <p>NOUN: TRADE STUDIES</p> <p>Offeror shall provide a <u>Value Engineering Options</u> Trade Study IAW SDD SOW Attachment 003 and Section H.5 'Exercise of Options'.</p> <p>IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0101AM:</p> <p>Target Cost: \$</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Target Incentive Fee: \$ Total CPIF: \$ Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25% Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> See Section F-12. (End of narrative F001)				
0102	<u>OPTION - HELLFIRE INTEGRATION INTO ERMP</u> SECURITY CLASS: Unclassified				
0102AA	<u>OPTION - HELLFIRE INTEGRATION INTO ERMP</u> Offerors shall provide integration of the AGM-114K Hellfire missile into the ERMP UAV System IAW SDD SOW Attachment 003 and Section H.5 "Exercise of Options". IAW Section I.120, Incentive Fee, the offeror shall complete the block with its proposed CPIF structure for SubCLIN 0102AA: Target Cost: \$ Target Incentive Fee: \$ Total CPIF: \$ Share Ratio Cost Incentive (Underrun): Govt 75%/Ktr 25% Cost Incentive (Overrun): Govt 75%/Ktr 25%				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Minimum Fee: 0% of Target Cost Maximum Fee: 15% of Target Cost</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>See Section F-14.</p> <p>(End of narrative F001)</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0674 MOD/AMD	Page 20 of 78 REPRINT
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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	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
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If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

D-2. CLINs 0001, 0002 and 0102 - Packaging and marking requirements are not applicable to these items.

D-3. CLIN 0003 - The data called for under Exhibit A, Contract Data Requirements List (DD Form 1423) shall be packaged, packed and marked in accordance with (IAW) best commercial practices to assure safe delivery at destination.

D-4. Option CLIN 0101 - The supplies to be furnished shall be packaged and packed IAW the statement of work, the performance specification, or best commercial practices to assure safe delivery at destination.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 21 of 78**

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246- 3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-3	52.246- 7	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED-PRICE	AUG/1996
E-4	52.246- 8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT	MAY/2001
E-5	52.246- 8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (MAY 2001)- - ALTERNATE I	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003

E-8. CLINs 0001, 0002 and 0102 - Inspection and acceptance of the services and materials will be conducted at the site of performance by the PCO or his designated representative.

E-9. CLIN 0003 - Inspection and acceptance for data submitted via Material Inspection and Receiving Report, DD Form 250, will be made by the Contracting Officer, or his designated representative.

E-10. For data submitted under "Letter of Transmittal", acceptance will be the responsibility of the first addressee listed in the distribution list (Block 14 of the DD Form 1423) to review and determine adequacy, contract compliance, and acceptability. Where deficiencies or inadequacies are noted, the PCO will so advise the Contractor by letter within the time specified (Block 16 of the DD Form 1423) with copies to the cognizant ACO and technical office as indicated in Block 6. Addresses other than the first addresses are for information only.

E-11. Option CLIN 0101 - Inspection and acceptance of the trade studies to be furnished will be made by the Contracting Officer, or his designated representative IAW the statement of work, and the performance specification.

*** END OF NARRATIVE E 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989)--ALTERNATE I	APR/1984
F-3	52.242-15	STOP-WORK ORDER	AUG/1989
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	JUN/1988
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-61	F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

F-9. CLIN 0001 - The estimated period of performance is from the date of award through completion of the assigned work for each selected Contractor's System Capabilities Demonstration IAW Attachment 002 to the RFP.

F-10 CLIN 0002 - The estimated period of performance is from the date of SDD contract award through 30 April 2009 as described in ERMP UAV SDD SOW (Attachment 003).

F-11 CLIN 0003 - The data to be furnished hereunder shall be delivered in accordance with the Schedules as set forth on the applicable Exhibits, Contract Data Requirements List, DD Form 1423.

F-12 Option CLIN 0101 - The period of performance for the services to be furnished as described in ERMP SDD SOW (Attachment 003) shall commence at the time of option exercise and extend 90 calendar days after award of option.

F-13 ERMP SUBSYSTEMS DELIVERABLES FOR CLIN 0002AA: IAW SDD SOW 3.13.1 through 3.13.10, ERMP SubSystem (Hardware/Software) deliveries begin 10 months after Critical Design Review (CDR) and continue at 3 week intervals thereafter until all deliveries are complete as shown below:

CLIN	ITEMS	TOTAL QTY	MTHS AFTER																
			3 WEEK INTERVALS																
			CDR	10	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45
0002AA	Air Vehicles (AV) w/ std Equip. Pkg.	16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
0002AA	Tactical Common Data Link Grnd Data Terminals	7	1	1	1	1	1	1	1	1									
0002AA	Tactical Common Link Portable Grnd Data Terminals	4	1	1	1	1													
0002AA	Ground Support Equipment	As Required																	
0002AA	SATCOM Ground Data Terminal	2	1	1															
0002AA	SATCOM Airborne Data Terminals (ADTs)	8	1	1	1	1	1	1	1	1	1								
0002AA	Portable Ground Contol Station	4	1	1	1	1													
0002AA	Ground Control Station	7	1	1	1	1	1	1	1	1									
0002AA	Automatic Take-Off and Landing Systems	5	1	1	1	1	1												
0002AA	Air Data Terminals/Air Data Relays (ADRs)	16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

F-14 ERMP SUBSYSTEMS (WITH HELLFIRE WEAPONIZATION) DELIVERABLES FOR CLIN 0102AA: IAW SDD SOW (SECTION 4.0), ERMP SubSystem (With Hellfire Weaponization) deliveries begin 10 months after CDR for Hellfire Weaponization and continue at 3 week intervals thereafter until all deliveries are complete as shown below:

CLIN	ITEMS	TOTAL QTY	MTHS AFTER																	
			3 WEEK INTERVALS																	
			CDR	10	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48
0102AA	Air Vehicles (AV) w/ std Equip. Pkg.	17	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
0102AA	Tactical Common Data Link Grnd Data Terminals	7	1	1	1	1	1	1	1	1										
0102AA	Tactical Common Link Portable Grnd Data Terminals	4	1	1	1	1														
0102AA	Ground Support Equipment	As Required																		
0102AA	SATCOM Ground Data Terminal	2	1	1																
0102AA	SATCOM Airborne Data Terminals (ADTs)	8	1	1	1	1	1	1	1	1	1									
0102AA	Portable Ground Contol Station	4	1	1	1	1														
0102AA	Ground Control Station	7	1	1	1	1	1	1	1	1										
0102AA	Automatic Take-Off and Landing Systems	5	1	1	1	1	1	1												
0102AA	Air Data Terminals/Air Data Relays (ADRs)	16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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

Page 23 of 78

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 52.243-4000	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS	NOV/2003

(a) Format: Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared in accordance with the format and requirements specified in the following paragraphs:

(1) Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

(2) Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

(3) Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."

(4) The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I).

(5) The Contractor shall not submit items for acceptance that include a known departure from the requirements, unless the Government has approved a RFW (AMSAM-RD Form 527) or Type II RFD (AMSRD-AMR Form 530).

(6) Each ECP, RFD or RFW submitted shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal submitted.

(7) Classification of RFDs/RFWs.

(a) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(b) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(c) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs 7(a) or 7(b), or when there is a departure from a requirement classified as minor in the contractual documentation.

(8) Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

(9) Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

(10) Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

(11) Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the

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

Page 24 of 78

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

Contractor and the Government.

(12) The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

(13) Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount. Proposals that involve aggregate increases or decreases in cost plus applicable profits in excess of \$550,000 will require the submission to the Contracting Officer of an executed Certificate of Current Cost or Pricing Data in accordance with FAR 15.406-2.

(14) The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

(15) The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

(b) Submittal: The Contractor shall submit two (2) copies of each proposal to the responsible ACO. One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the Administrative Contracting Officer (ACO), stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFWs or RFDs will be submitted to the Contracting Officer for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

(c) Distribution:

(1) Electronic Distribution

The preferred method of distribution is via submission through the Internet E-mail System to the Government Contracting Officer. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the Government Contracting Officer. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the Contracting Officer, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the AMSAM forms sent to their facility.

(2) Hard Copy Distribution

For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the Contracting Officer. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Commander
U. S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

For each VECP that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any VECP that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation to the Contracting Officer. The Contractor shall also submit one copy of the VECP to the AMCOM Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs may be obtained from the VEPM.

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

(d) Government Acceptance: Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract. The Government will notify the Contractor in

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

Page 26 of 78

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

D. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The Contractor will be notified of changes to the plan by the Contracting Officer, in writing, before the start of the affected evaluation period. Changes to this plan, that are applicable to a current evaluation period, will be incorporated only by bilateral agreement.

E. Award Fee adjectival rating: Listed below are the adjectival ratings and the range associated with each rating. These ratings are a weighted average in accordance with Paragraph C above of the adjectival ratings contained in the Award Fee plan Attachment XX. The contractor will not receive any award fee for simply meeting contract requirement (Satisfactory Performance or less).

Award Fee Evaluation Level	Score
Unsatisfactory or Satisfactory Performance Evaluation	No Award Fee
Good Performance Evaluation	70-79
Very Good Performance Evaluation	80-89
Superior Performance Evaluation	90-100

F. Award Fee Procedures:

1. Fourteen (14) calendar days after the end of the evaluation period, the Contractor shall submit a Self Assessment Final Report to encompass the entire evaluation period. The Government will forward a copy of the Performance Monitors evaluation reports upon receipt of the Contractor Self Assessment. The performance evaluation and recommendation of an Award Fee shall be made by the AFEB within thirty (30) calendar days after receipt of such information. The Contractor will be given the opportunity to brief the Award Fee Evaluation Board in person or in writing.

2. Within fifteen (15) calendar days after the Board's recommendation regarding the award for the period, the Fee Determining Official (FDO) will determine the Award Fee for the period in question. Within fifteen (15) calendar days of the determination, the Contracting Officer shall notify the Contractor in writing of the amount of Award Fee earned by the Contractor for the period evaluated, along with the applicable rationale.

3. The FDO's determination shall be final, and the Contracting Officer shall issue within ten (10) calendar days a billing authorization letter or a unilateral modification to the contract to provide for Award Fee and to permit invoicing by the Contractor.

4. The AFEB will brief the Contractor on the result of the FDO decision and will advise the Contractor of his strengths and weaknesses in order to provide an opportunity for improved future performance.

5. If the contract is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award fee evaluation process. After termination for convenience, the remaining award fee amounts allocated to all subsequent award fee evaluation periods cannot be earned by the Contractor and, therefore, shall not be paid.

H-5 EXERCISE OF OPTIONS

a. The Government may unilaterally exercise options to procure supplies and services identified as Options in Section B of this contract. Each item for which an option is exercised shall be delivered (a) in full compliance with the description and specifications described for that item in Sections, C, D, and E, (b) in accordance with the delivery schedule for that item in Section, F, (c) in the quantities or range of quantities listed for that item in Section B, and (d) at the price or pricing arrangement established for that item in Section B.

b. The Contracting Officer shall have the right as specified herein to unilaterally exercise each of the option items listed below by written notice to the Contractor on or before the following respective dates:

<u>CLIN</u>	<u>ITEM</u>	<u>Option Exercise Date</u>	<u>Estimated Period of Performance</u>
0002	SDD Option	No later than 360 Days After SCD Contract Award	SDD Award through 30 April 2009
0101	Trade Studies (TS)		
0101AA	ERMP Life Cycle	No later than 30 Jun 2007	90 Days ARO
0101AB	Cost-Benefit-Risk Maintenance	No later than 30 Jun 2007	90 Days ARO
0101AC	Cost-Benefit-Risk Log Footprint	No later than 30 Jun 2007	90 Days ARO
0101AD	Cost-Benefit-Risk Comparing	No later than 30 Jun 2007	90 Days ARO
0101AE	Eng. TS for AMPS	No later than 30 Jun 2007	90 Days ARO
0101AF	Production Eng. Analysis	No later than 30 Jun 2007	90 Days ARO
0101AG	Integ. Approach AV/GFE payloads	No later than 30 Jun 2007	90 Days ARO

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

Page 27 of 78

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

0101AJ	AV and GCS Humana Factors	No later than 30 Jun 2007	90 Days ARO
0101AK	LORA	No later than 30 Jun 2007	90 Days ARO
0101AL	AV Weight Reduction Options	No later than 30 Jun 2007	90 Days ARO
0101AM	Value Engineering Options	No later than 30 Jun 2007	90 Days ARO

0102AA	ERMP with Hellfire Integration	No later than 30 Nov 2005	43 Months ARO
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H-6 Government Furnished Property (GFP) for the performance of this contract (Firm-Fixed-Price - SCD)

a. Government material and Agency Peculiar Property to be furnished under this contract:

Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301 - To be proposed by the offeror in accordance with Section L.

b. Government installations to be made available under this contract (Firm Fixed Price - SCD)

A Government flight test facility (in Arizona) shall be named at SCD contract award.

H-7 Government Property for the performance of this contract (CPIF/AF - SDD)

The Government shall provide the threshold payloads as Government Furnished Property (GFP) for the SDD phase. The Government shall deliver the aforementioned items as follows:

Item	Qty	Date
EO/IR/LD Payload	1	1st Quarter/FY06
EO/IR/LD Payloads	5	3rd Quarter/FY06
SAR/GMTI Payloads	2	AUG 2005
SAR/GMTI Payloads	2	SEP 2005
SAR/GMTI Payloads	2	OCT 2005
WCP (WIN-T Payloads)	TBD*	TBD*

* To be determined at a later date via a RFP amendment.

The Contractor shall not modify GFP without prior Government approval. The aforementioned GFP shall not be available for the Systems Capabilities Demonstration (SCD). The Government reserves the right to provide GFP at a later date if it is deemed cost effective.

H-8 Inapplicability of Clauses

DFARS Clauses 252.228-7001 and 252.228-7002 are not applicable to CLIN 0001. The Government is not responsible for any injury or damage to the offerors personnel, system or third parties during the conduct of the demonstration.

*** END OF NARRATIVE H 002 ***

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	JUL/2004
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215- 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 (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	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) - ALTERNATE II	OCT/2001
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-25	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222- 3	CONVICT LABOR	JUN/2003
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-36	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-37	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-38	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
I-39	52.227- 1	AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I	APR/1984
I-40	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-42	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-43	52.228- 7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-44	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-45	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-46	52.230- 3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-47	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-48	52.232- 1	PAYMENTS	APR/1984
I-49	52.232- 2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-50	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-51	52.232-11	EXTRAS	APR/1984
I-52	52.232-17	INTEREST	JUN/1996
I-53	52.232-20	LIMITATION OF COST	APR/1984
I-54	52.232-22	LIMITATION OF FUNDS	APR/1984
I-55	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-56	52.232-25	PROMPT PAYMENT	OCT/2003

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 29 of 78

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-57	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-58	52.233- 1	DISPUTES	JUL/2002
I-59	52.233- 3	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I	JUN/1985
I-60	52.242- 1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-61	52.242- 3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-62	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-63	52.242-13	BANKRUPTCY	JUL/1995
I-64	52.243- 1	CHANGES -- FIXED-PRICE (AUG 1987)--ALTERNATE II	APR/1984
I-65	52.243- 1	CHANGES -- FIXED-PRICE (AUG 1987)--ALTERNATE V	APR/1984
I-66	52.243- 1	CHANGES -- FIXED-PRICE	AUG/1987
I-67	52.243- 2	CHANGES -- COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II	APR/1984
I-68	52.243- 2	CHANGES -- COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V	APR/1984
I-69	52.243- 2	CHANGES -- COST-REIMBURSEMENT	AUG/1987
I-70	52.243- 7	NOTIFICATION OF CHANGES (the blanks in paragraphs (b) and (d) are completed with thirty (30))	APR/1984
I-71	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-72	52.245- 1	PROPERTY RECORDS	APR/1984
I-73	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-74	52.247- 1	COMMERCIAL BILL OF LADING NOTATIONS	APR/1984
I-75	52.247- 1	COMMERCIAL BILL OF LADING NOTATIONS (APPLICABLE ONLY TO OPTION QUANTITY)	APR/1984
I-76	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
I-77	52.248- 1	VALUE ENGINEERING	FEB/2000
I-78	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-79	52.249- 6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-80	52.249- 9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-81	52.249-14	EXCUSABLE DELAYS	APR/1984
I-82	52.251- 1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-83	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-84	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-85	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-86	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-87	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
I-88	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-89	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-90	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-91	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-92	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-93	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-94	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-95	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-96	252.225-7013	DUTY-FREE ENTRY	JAN/2004
I-97	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR2003) -- ALTERNATE I	APR/2003
I-98	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-99	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-100	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
I-101	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-102	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-103	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	NOV/1995
I-104	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-105	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-106	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-107	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-108	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000

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

Page 30 of 78

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-109	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-110	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-111	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-112	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-113	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-114	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-115	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-116	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-117	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-118	252.246-7001	WARRANTY OF DATA	DEC/1991
I-119	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-120	52.216-10	INCENTIVE FEE	MAR/1997
* Insert 25 in the first blank; 25 in the second blank; 15 in the third blank and 0 in the fourth blank of paragraph (e)(1) within the above referenced clause.			
I-121	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999
* See RFP Section H-5, Exercise of Options			
I-122	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
*Insert 'zero' in the blank in paragraph (a) within the above referenced clause.			
I-123	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I	DEC/2001
NOTICE: The following term(s) of this clause are waived for this contract:			
-1-			
I-124	52.243- 7	NOTIFICATION OF CHANGES	APR/1984
(The blank in paragraph (b) of this clause is completed with '30'. The blank in paragraph (d) of this clause is completed with '30'.			
I-125	52.244-2	SUBCONTRACTS (AUG 1998) - ALTERNATE I	AUG/1998
* Offeror fill in required in paragraphs e and k.			
I-126	252.211-7003	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			

Name of Offeror or Contractor:

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 registration (or controlling) authority.

"Government's 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 Contractor's 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, 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 & Bradstreet's 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.

"Serilization 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>.

Name of Offeror or Contractor:

(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 Government's unit acquisition cost is \$5,000 or more; and

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

-1-

-2-

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number -3- or Contract Data Requirements List Item Number -4-.

(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).

(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:

Name of Offeror or Contractor:

- (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. *
- (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.

Name of Offeror or Contractor:

(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-127 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-128 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997

OR PRICING DATA - MODIFICATIONS

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

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

Name of Offeror or Contractor:

award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I-130 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS

JUL/2004

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

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

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

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

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels, not applicable to the Department of

Name of Offeror or Contractor:

Defense.

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

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

(End of Clause)

I-131 52.245- 2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEV 99-00012)

MAY/2004

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

Name of Offeror or Contractor:

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon-

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --

(i) Contractor with an approved scrap procedure. --

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government

Name of Offeror or Contractor:

approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. --

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's

Name of Offeror or Contractor:

intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 41 of 78
REPRINT

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

Name of Offeror or Contractor:

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-132 52.245- 5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- JAN/1986
HOUR CONTRACTS) (MAY 2004) (DEV 99-00008)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1)above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

Name of Offeror or Contractor:

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided in subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage --

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall

Name of Offeror or Contractor:

require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

- (1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --
 - (i) Contractor with an approved scrap procedure. --

Name of Offeror or Contractor:

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. --

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;
- (E) Precious Metals;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The

Name of Offeror or Contractor:

Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then

Name of Offeror or Contractor:

the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-133 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:
www.arnet.gov/far

DFARS Clauses:
www.acq.osd.mil/dp/dars/dfars.html

Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

(End of clause)

I-134 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

I-135 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991
(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metals*</u>	<u>Quantity</u>	<u>Deliverable Item (NSN and Nomenclature)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*If platinum or palladium, specify whether sponge or granules are required.

Name of Offeror or Contractor:

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains noprecious metals.

(END OF CLAUSE)

I-136 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item
Number, Subline Item Number,
Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

Name of Offeror or Contractor:

(End of clause)

I-137 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions.

As used in this clause--

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

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

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

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

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

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

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

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

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

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

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

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

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

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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 49 of 78**

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

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

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

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

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

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

<u>ITEM</u>	<u>CONTRACT</u>	
<u>DESCRIPTION</u>	<u>LINE ITEMS</u>	<u>QUANTITY</u>

Name of Offeror or Contractor:

Total

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

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

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

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

(End of clause)

I-138 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that --

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

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

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

(End of clause)

I-141 DFARS Clause 252.228-7002 - Aircraft Flight Risk (SEP/1996)

DFARS Clause 252.228-7002, Aircraft Flight Risk (SEP/1996) is applicable to the SDD effort as described in Attachment 003 to the RFP.

*** END OF NARRATIVE I 001 ***

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

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

Page 51 of 78
REPRINT**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST- DD FORM 1423 FOR SDD		060	
Attachment 001	ERMP UAV INCREMENT I AIRBORNE AND SUPPORTING EQUIPMENT TECHNICAL REQUIREMENTS DOCUMENT (TRD)		140	
Attachment 002	ERMP UAV SYSTEM CAPABILITIES DEMONSTRATION (SCD) STATEMENT OF WORK		006	
Attachment 003	ERMP UAV SYSTEM DESIGN AND DEVELOPMENT (SDD) STATEMENT OF WORK		061	
Attachment 004	DOCUMENT SUMMARY LIST FOR ERMP SDD SOW		026	
Attachment 005	ERMP UAV SYSTEM WORK BREAKDOWN STRUCTURE (5.A AND 5.B)		005	
Attachment 006	ERMP UAV SYSTEM REQUIREMENTS PRIORITIZATION		003	
Attachment 007	ARMY REGULATION 95-23 - UAV FLIGHT REGULATIONS		050	
Attachment 008	DD FORM 254		004	
Attachment 009	ERMP UAV SYSTEM MILESTONE CHART		001	
Attachment 010	ERMP UAV SYSTEM SECURITY CLASSIFICATION GUIDE		002	
Attachment 011	ERMP UAV SYSTEM AWARD FEE PLAN		016	
Attachment 012	FH REGULATION 95-2 TEST AIRCRAFT, UNMANNED AERIAL VEHICLE AND INDIRECT FIRE PROCEDURES		013	
Attachment 013	ERMP UAV SYSTEM SCD DOCUMENT SUMMARY LIST		001	

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

SECTION J - ATTACHMENT 010

In reference to RFP Attachment 010 - ERMP UAV System Security Classification Guide, the document will be available on the ERMP UAV web site at <http://www.tuav.redstone.army.mil/ermp2> beginning on the release date of the RFP.

*** END OF NARRATIVE J 001 ***

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

Page 52 of 78

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

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 REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
K-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002

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

(2) The small business size standard is 1,000.

(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 a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

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

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

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

____ Black American.

____ Hispanic American.

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

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,

Name of Offeror or Contractor:

China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

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

"Service-disabled veteran-owned small business concern," --

(1) Means a small business concern --

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; 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 sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

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

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

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

(End of provision)

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 54 of 78
REPRINT

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

Name of Offeror or Contractor:

K-10 52.203- 2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that ---

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____; (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END OF PROVISION)

K-11 52.209- 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS

DEC/2001

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

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

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

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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government 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,

Name of Offeror or Contractor:

Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(End of Provision)

K-12 52.215-6 PLACE OF PERFORMANCE OCT/1997
(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

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

(END OF PROVISION)

K-13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

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

(End of provision)

K-14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0674 MOD/AMD	Page 56 of 78 REPRINT
---------------------------	--	---------------------------------

Name of Offeror or Contractor:

of the Secretary of Labor.

(END OF PROVISION)

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

() (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-16 52.227- 6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0674	MOD/AMD	Page 57 of 78 REPRINT
---------------------------	---	----------------	---------------------------------

Name of Offeror or Contractor:

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(END OF PROVISION)

This proposal () does () does not contain more than \$250 for royalty changes.

K-17 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 Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0674	Page 58 of 78 REPRINT
MOD/AMD		

Name of Offeror or Contractor: _____

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO 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

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

() (4) Certificate of Interim Exemption

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

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

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

Name of Offeror or Contractor: _____

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

() YES () NO

(End of Provision)

K-18 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003
(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government --

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

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

(Line Item Number)

(Country of Origin) (if known)

CONTINUATION SHEET**Reference No. of Document Being Continued****PIIN/SIIN** W58RGZ-04-R-0674**MOD/AMD****Page 60 of 78**REPRINT

Name of Offeror or Contractor:

(End of provision)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 61 of 78**
REPRINT

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204- 6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004) - ALTERNATE I	OCT/1997
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	252.234-7000	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/1998

L-8 52.216- 1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a FFP (CLIN 0001), CPIF/AF (CLINS 0002 and 0003) and CPIF (CLIN 0101 and 0102) contract resulting from this solicitation.

(END OF PROVISION)

L-9	52.211- 2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECS AND STDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQ MGMT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L	DEC/2003
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Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the:

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2179
Facsimile (215) 697-1462.

(End of provision)

L-10 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

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

(END OF PROVISION)

L-11 52.233- 2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown in Block 7 of SF33, Page 1 of the solicitation.

(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-12 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

Name of Offeror or Contractor:

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 these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

(End of provision)

L-13 252.211-7001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DEC/1991
DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS,
DRAWINGS, AND OTHER PERTINENT DOCUMENTS

Offerors may obtain specifications, standards, plans, drawings, data items, and other pertinent documents cited in this solicitation by submitting a request to the address shown in the "ISSUED BY" block on page one (1) of this document.

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

(End of provision)

L-14 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line	National Stock		Commercial Item	Source of Supply			Actual
	Items	Number	(Y or N)	Company	Address	Part No.	Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)	(6)
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none"

(3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer, "N" if it is not; and "U" if unknown.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0674	Page 63 of 78 REPRINT MOD/AMD
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Name of Offeror or Contractor:

L-15 52.209-4006 FINANCIAL AND TECHNICAL ABILITY (USAAMCOM) OCT/1992

(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

(End of provision)

L-16 52.215-4716 PARTICIPATION IN THE PARTNERING PROCESS (USAAMCOM) MAY/2003

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 Partnering process.

Participation in the Partnering process is entirely voluntary and is 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 providing the American warfighter with 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 communications, 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, 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.

The establishment of this 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 the 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 Guide.

For information about the Partnering process and procedures the Partnering Success Guide may be found at http://www.amc.army.mil/amc/command_counsel/partnering.html.

L-17 52.219-4000 SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM) OCT/2000

(a) Offeror's attention is directed to FAR 52.219-9, "Small Business Subcontracting Plan", which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) AMCOM requires five copies of each subcontracting plan. Large businesses may submit these copies of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copies must be provided within five workdays of the date of the request).

(c) The contractor shall mark each page of the subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, the Government reserves the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal.

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

(End of provision)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 65 of 78**

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

REPRINT

Name of Offeror or Contractor:

held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.

(End of provision)

L-22 INCREMENTAL FUNDING FOR CLIN 0002 - INFORMATION FOR PLANNING PURPOSES ONLY

CLIN 0002, SDD, will be incrementally funded with FY05-09 RDTE funds. The Government's planned funding for the FY05 increment, \$9,000,000 is provided for planning purposes only. The Offeror shall consider the Government's planned funding for FY05 when it proposes its best value approach for the SDD IAW the solicitation. Deviation from the Government's planned funding is permitted. However, the Offeror is advised that though the budget amounts are subject to change for any given fiscal year, adjusting funding levels for FY05 is significantly more difficult than adjusting funding levels in later years.

L-23 SUPPORT CONTRACTORS

a. The Offeror shall negotiate nondisclosure agreements with the UAVS Program Management Office support contractors listed below who may be utilized in the evaluation process. The Offeror shall provide a copy of such agreements with its proposal. The Offeror shall indicate in the proposal that the support contractor (s) may utilize proposal data for evaluation purposes.

b. Pursuant to FAR 9.5, Organizational and Consultant Conflicts of Interest, none of the listed support contractors providing analysis of proposals may be proposed by an offeror to also participate as a team member or subcontractor at any tier in the effort solicited by this request for proposals. Further, none of the listed support contractors providing analysis of proposals may also participate in proposal preparation activities for an offeror.

The following is a list of points of contacts, addresses, phone numbers, fax numbers, and email addresses of involved support contractors:

Aerodyne
Max Gurgew
704 Boulevard South, Suite 502
Huntsville, AL 35802
256-880-4930
256-880-4928 (Fax)

Camber
Mr. Stephen Monks
635 Discovery Drive
Huntsville, AL 35806
(256) 922-0200
(256) 922-3599 (Fax)

Cobra (ATEC Support)
Charlie Mingus
807 Donnell Blvd., Suite N
Daleville, AL 36322
334-598-5054 (X22)
334-598-8662 (Fax)

Name of Offeror or Contractor:

Dynetics
Mark Miller
1000 Explorer Blvd.
Huntsville, AL 35806
256-964-4297
256-964-4850 (Fax)

ERC
Mr. Bill McCauley
555 Sparkman Drive
Huntsville, AL 35816
(256) 955-0930
(256) 313-0930 (Fax)

Fibertek
Daniel Evans
510 Herndon Parkway
Herndon, VA 20170
703-704-2176
703-704-2172 (Fax)

SAIC
Mr. Randy Elmore
4910D Corporate Drive
Huntsville, AL 35805
(256) 971-6483
(256) 971-6761 (Fax)

SDI
Keith Thompson
4815 Bradford Drive
Huntsville, AL 35805
256-895-7126 / 256-895-9443(Fax)

L.24 INSTRUCTION FOR ERMP UAV SYSTEMS PROPOSAL PREPARATION

1.0 GENERAL

The ER/MP UAV system source selection will be conducted in two phases. The Phase I proposal is comprised of material outlined below (reference "Table - Phase I Proposal Format" and associated instructions). Following the Phase I evaluation the Government will select up to two offerors to enter into Phase II evaluation. The Phase II proposal is comprised of updated Cost and Past Performance Volumes, the System Capabilities Demonstration (SCD) results, and updates to the Technical and Management Volumes based on SCD findings.

The offerors shall submit proposals for Phases I and II in accordance with instructions provided below. The offeror shall submit complete proposals that comply with all requirements of the RFP, including all exhibits, attachments, and instructions. The offeror's response to this RFP shall be submitted in 7 volumes, organized and in the requisite format as described below. Copies of each volume shall be numbered (i.e., copy 1 of 30 through copy 30 of 30). One copy shall bear the original signature and be marked "Original."

All volumes and parts shall include the following counted pages: (a) Title Page, (b) Table of Contents, (c) List of Tables and Figures, (d) Brief Introduction and Summary, (e) Cross-Reference between the proposal and the Statement of Work (SOW) and specifications. Each paragraph of the SOW and specifications shall be discussed in the applicable proposal volume. A cross-reference shall be provided showing where each of the SOW and specification requirements are met (crosswalk between SOW and specifications and the proposal by topic, document, section, paragraph, and page number). Pages of the proposal shall not be larger than or shall be folded to 8 1/2 x 11 inches, with each fold counted as a separate page. One folded chart shall not be counted more than two pages. Pictures, charts, and graphs are encouraged and will be included in the page count. Any supplemental material presented on websites or by other media shall be included in the total page count limitation. The proposal shall be submitted in space-and-a-half lines, and proposal pages shall be double-sided with each side counted as one page. The font shall not be smaller than standard 12-point type.

Each volume of the proposal should be separately bound in a three-ring loose-leaf binder, which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be in each volume, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of each binder. All unclassified document binders shall have a color other than red or other applicable security designation colors.

Name of Offeror or Contractor:

In addition to specified hardcopies, the offeror shall submit ten electronic copies of the proposal. Electronic copies shall be submitted on CD-ROM only. Indicate on each CD-ROM the volume number and title. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. The offeror shall submit volumes shown in table L.1.4 in electronic format, using IBM compatible, virus-free CD-ROMs (CD-R) written to be readable on all CD-ROM readers. Each volume shall be in separate directories on a CD-ROM. The proposal shall not contain compressed files. The electronic copies of the proposal shall be submitted in Microsoft Office 2000 format (Word, Excel, Power Point, Access, Outlook), Project, and Acrobat PDF, as applicable.

Responses containing statements of compliance only (i.e., "will comply") will not be acceptable. Proposals must address how the required effort will be performed and provide sufficient detail in each Part to substantiate compliance with the requirements of the SOW and specifications. It is the offeror's responsibility to ensure the completeness of the proposal. The Government will not assume that an offeror possesses any capability unless specified in the proposal. Each volume has key data points that must be addressed as a minimum; however, this does not preclude the offeror from addressing other points pertinent to its specific approach. The areas below should be addressed at a minimum, but the offeror is encouraged to provide any information that is germane to its approach.

Volume 4, Cost shall contain all the cost data. However, quantitative data shall be included in all volumes as appropriate. A Certificate of Current Cost or Pricing Data is not presently required; however, the Government reserves the right to require the submission of a certificate upon the written request of the PCO.

2.0 Phase I Proposal

The offer shall submit a written proposal for Phase I evaluation in accordance with the format and instructions below:

Table - "Phase I" Proposal Format

<u>Volume</u>	<u>Title</u>	<u>Max Pages</u>	<u>Printed Copies</u>
1	Executive Summary Volume	10	30
2	Technical Volume	350	30
	Part 1 System Description Summary		
	Part 2 Air Vehicle (AV) Description		
	Part 3 System Supportability Approach		
	Part 4 System Engineering Approach		
	Part 5 Ground Control Station Description		
3	Management Volume	150	10
	Part 1 SDD Integrated Master Plan		
	Part 2 SDD Contractor Test Plan		
	Part 3 SDD Integrated Master Schedule MS Project File		
4	Cost Volume		No Limit
	Part 1 SDD CPIF Price Proposal		
	Part 2 Total Ownership Costs		
	Part 3 SCD Cost Proposal		
5	Past Performance Volume	50	5
6	Entry Gate Requirements Volume	10	10
7	Special Response Volume	No Limit	5
8	SCD Test Planning Information Volume	50	10

1. Executive Summary (Volume 1) - The executive summary volume shall provide a concise summary of the offerors response to the solicitation to include proposed summary of design solutions for the Air Vehicle (AV) and Supporting Equipment (SE) subsystems in support of the ER/MP UAV system. The offeror shall summarize proposed solutions with respect to the Technical and Management Volumes, as identified below.

2. Technical (Volume 2) - The technical volume shall contain a quantification of technical performance parameters, accompanied with analysis or test results to substantiate performance claims and sufficient design rationale to allow and evaluation of the Technical proposal. The offeror shall identify any areas of significant risk within their proposals and describe proposed risk mitigation approaches. The "ER/MP UAV System Requirements Prioritization", as provided in Attachment 006 to the RFP, shall be considered in the proposal, system design architecture, and evolutionary growth plans and schedules.

a. System Description Summary (Volume 2, Part 1) - The offeror shall provide an introductory summary-level description of the ER/MP system hardware and software design, along with subsystem configuration descriptions and functional allocation breakouts for the Increment I ER/MP system. NDI hardware and software shall be highlighted. Subcontracted items shall be referenced and described where appropriate.

Name of Offeror or Contractor:

b. AV Description (Volume 2, Part 2) - The offeror shall describe the design, functionality, and performance capabilities of the Increment 1 AV system, to include the AV and its sub systems, payload integration and data link. The offeror shall highlight the capabilities and design of the existing AV subsystem utilized in fulfilling ER/MP mission needs. Detail design and capabilities as it pertains to flight performance, overall AV system performance, SEP, flight safety, avionics, autonomous operation, ATLS, and the AVs ability to meet the collective requirements specified in the TRD. The offeror shall describe the approach for integrating GFE payloads in to the ER/MP system. The offeror shall describe the approach for payload installation and quantify the payload bay volume, to include engineering drawings or illustrations with dimensions to depict the physical integration and layout of various required payloads. The offeror shall describe the system TLE approach and capabilities and the contribution of the AV and AV subsystems to overall system TLE. The offeror shall describe the TC DL and SATCOM datalink systems design to include airborne and ground subsystem designs, datalink system interfaces, component integration and placement within the system, and datalink command and control architecture. The offeror shall describe the proposed approach for datalink frequency allocation and management within the system. The offeror shall describe the proposed datalink command and control design to include a detailed allocation of available uplink and downlink bandwidth and detailed description of proposed command and control interface protocol and data structure. The offeror shall describe the design, capacity, and capabilities for weaponization of the AV subsystem and ER/MP system, and discuss past experiences in integration of weapons on airborne platforms. The offeror shall describe the engineering approach to integrating the AGM-114K Hellfire II missile into the ER/MP UAV system. The offeror shall describe the design and capabilities for integrating a maximum load-out capacity utilizing AGM-114K missiles, to include identification of equipment off-loads and additions to support a weapons role, and the associated weight budget allocation. The offeror shall estimate and substantiate the AV's performance/endurance capabilities in this weapons configuration as it pertains to the TRD requirements. Provide a technical description and approach to meeting the ER/MP requirements, including growth plans beyond Increment 1 following an evolutionary acquisition approach. If the AV proposal for Increment I system is not designed with a Heavy Fuel Engine (HFE), the offeror shall describe its approach for achieving the objective HFE requirement. The HFE integration approach shall include schedule information to address the AVs capacity (form, fit and function) to integrate candidate HFE subsystems, expected allowances for implementing this design change in terms of flight performance, effects to estimated logistic footprint estimates, and proposed risk management approach for supporting integration and/or retrofit of the HFE design.

c. System Supportability Approach (Volume 2, Part 3) - The offeror shall describe the ER/MP supportability approach that integrates a Performance Based Logistics (PBL) Strategy, to include identification of measurable PBL performance metrics throughout the systems lifecycle. The system supportability approach shall address the elements of ILS that clearly delineate the division of responsibilities and duties between soldier and contractor personnel across all ILS elements. The offeror shall address coordination methods with the system engineering effort to influence design and identify tradeoffs to provide a sustainable system with the lowest possible lifecycle cost. The offeror shall address ILS training including training and training devices support. The system logistics footprint shall be defined as sufficient mission equipment, spares, consumables, transportation and personnel to meet 72 hour Increment I OPTEMPO, and configured for the ground transportation mode. The proposal shall address the measures taken or planned to affect a minimal logistics footprint. The proposal shall address the timelines and processes to emplace and displace the system within the timelines defined in the TRD. The proposal shall address how the MANPRINT domains are integrated into the ERMP UAV system. The offeror shall provide RAM allocations, predictions and demonstrated values across the ER/MP system to the LRU level, with appropriate allocations for the GFE. Metrics to be addressed are MTBSA, MTBEFF, MTBNEFF, MTTR and ALDT. The offeror shall document RAM analysis and assessment to meet the overall system combat operational availability and specified reliability requirements in the TRD. For demonstrated RAM values, the offeror shall include supporting data and analyses used to determine each parameter. The offeror shall highlight areas where system design redundancy offers robustness in satisfying system RAM requirements. The offeror shall describe "fail safe" attributes where appropriate.

d. System Engineering Approach (Volume 2, Part 4) - The offeror shall describe the system engineering approach to developing and integrating the ER/MP system. The offeror shall describe the proposed system and technical architectures to accommodate integration, growth, system safety, airworthiness certification, producibility, control of other UAV system air vehicles, and JTA compliance. The offeror shall describe the trade studies to be performed in support of the SRR and PDR. The offeror shall include architecture and design descriptions of the system processors and software. The approach shall address requirements management, interface control, associated tools, and specialty engineering. The offeror shall describe integration of software and system engineering processes. The offeror shall provide either a copy of its Software Engineering Institute Capability Maturity Model® certificate or a copy of its Software Development Plan that demonstrates his processes are CMM-standard equivalent processes. The offeror shall describe plans for conducting comprehensive modeling and simulation for the ER/MP system. The offeror shall describe the M&S tools and associated fidelity and maturity to support SDD, to include details on legacy models leveraged in proposed M&S approaches. The offeror shall describe their system engineering approach for integrating the AGM-114K missile into the ER/MP UAV System.

Name of Offeror or Contractor:

e. Ground Control Station (GCS) Description (Volume 2, Part 5) - The offeror shall describe the design, capabilities, and functionality in integrating the GCS and PGCS with the ER/MP system, while meeting interoperability requirements. The offeror shall describe the approach for meeting all GCS requirements as specified in the TRD. The offeror shall describe their GCS software design approach to include identification of all CSCIs and software interfaces within the GCS and integration of proposed CSCI and COTS software packages. The offeror shall provide a functional allocation of the GCS software requirements. The offeror shall include their approach for meeting the redundancy requirements, as well as, describe the flight critical items, mission critical items, and the single point failures in the GCS. The offeror shall provide a description of the internal layout (rack map) of the GCS. The offeror shall include data and video flow diagrams and LRUs. The offeror shall describe the list of COTS hardware items, selection criteria and obsolescence upgrade path for the COTS items. The offeror shall describe their approach for interfacing the PGCS to the data link ground subsystems, to include the GDT, PGDT, and SATCOM. The offeror shall describe their approach for interfacing the PGCS to the ATLS ground subsystems. The offeror shall describe their approach for meeting the Critical Information Exchange Requirements, Information Exchange Requirements, intra-army and joint interoperability, standards conformance, and C4I software engineering requirements identified in the TRD.

3. Management Volume (Volume 3) - The Management area shall identify the offerors management approach to meeting cost, schedule, and performance demands during the SDD phase of development.

a. SDD Integrated Master Plan - The offeror shall specify in detail the comprehensive management approach for executing the ER/MP SDD program. Offerors agreements with subcontractors and applicable payload vendors required for ER/MP shall be described. The offerors approach to implementing CAIV initiatives and executing teaming with subcontractors and the Government using IPT management activities shall be discussed. All processes, tooling, test equipment, manpower, training, and facilities to be used in the SDD program shall be described. Key personnel to be used in the SDD program shall be discussed, including their education as well as background/experience. The offeror shall describe the comprehensive risk management process for identifying and addressing cost, schedule and technical risks to include all management/mitigation processes/activities. The offeror shall identify all Government Furnished Equipment / Property / Services / Facilities/ Information that will be required and when each item will be required.

b. SDD Contractor Test Plan (CTP) - The offerors CTP shall detail the SDD test philosophy and approach including test hardware. The offerors plan shall provide the methodology for verifying that the system meets the performance and environmental requirements; identify test facilities and equipment required to support the planned testing; proposed schedule for completion of required testing; test hardware utilization matrix; identify the specific test plans and reports that are required; and clearly identify the offeror and government resources (manpower and materials) required to accomplish the planned test program. This document will be used as reference material in the proposal evaluation and will serve as the baseline test plan for SDD. The offerors CTP must include operational frequency assignments for demonstrations/tests activity requested.

c. SDD Integrated Master Schedule - The offeror shall provide an Integrated Master Schedule (IMS) in a "Microsoft Project" file. The IMS shall account for the development, manufacture, integration, test and delivery of all system/subsystem assets and documentation during SDD. The offeror shall clearly account for ordering of parts, raw materials, and subcontracted items; lead times; schedule dependencies (including subcontractor and GFE schedule activities); and where appropriate "slack times" and "drop dead" dates in order to satisfy program milestones. The offeror shall also include all planned reviews during SDD. The offeror shall highlight critical path events that lead to critical program milestones.

4. Cost Volume (Volume 4) - The offeror shall provide a cost volume for Phase I to include Cost-Plus-Incentive Fee (CPIF), Total Ownership Costs and SCD Firm-Fixed Price (FFP) proposals, as outlined below:

SDD Cost-Plus-Incentive Fee (CPIF) proposal (Volume 4, Part 1) - the offeror shall submit a SDD CPIF proposal including Trade Study and Hellfire Weaponization options. As a minimum, the SDD CPIF proposal shall contain the following information:

a. For the purposes of cost realism, to determine most probable cost, the offerors CPIF proposal shall provide rationale that demonstrates traceability to the cost and methodologies used in the technical and management areas of the proposal. The offeror shall insure that the quantitative estimates of the other volumes of the proposal clearly tract to the dollar estimates in the CPIF proposal. The Offeror shall submit a proposal that delineates all effort and cost required in performance of the Scope of Work. The CPIF proposal shall be prepared in accordance with (IAW) FAR 15.408 including Table 15-2 and be presented in sufficient detail to allow Government evaluation with respect to the requirements of the RFP. The CPIF proposal shall also be presented in sufficient detail to allow evaluation at the lowest Work Breakdown Structure (WBS) level as defined in the WBS structure and attached to the RFP.

b. A signed Standard Form 1448, proposal cover sheet, is required. In the event certification of cost and pricing data is later required, a signed Standard Form 1411 with required support must be submitted.

Name of Offeror or Contractor:

c. The CPIF proposal shall set forth a breakdown of the proposed estimated cost with applicable indirect charges and fee. Costs shall be provided in summary, and by CLIN, by offeror accounting period, by Government Fiscal Year, and keyed to the WBS. A monthly expenditure profile, by CLIN, shall be provided. Cost estimates shall provide supporting cost details time phased by month, broken down to the lowest WBS level for labor hours by category, material, indirect charges and fees. Rationale used in development of quantitative estimates (labor and materials) shall consist of detailed engineering estimates, historical costs on previous effort or other systems, production standards, learning curves, or priced bill of materials.

d. The direct labor rates utilized to price the proposal must be identified in the cost and pricing proposal only. Do not include this data in any other volume.

(1). The proposal shall set forth a complete breakdown of the direct labor rates by labor category, by offeror fiscal year, calendar year, or offeror Accounting period, with the appropriate rationale including the cost or profit center.

(2). Direct labor hours shall be directly traceable to the same information proposed in the Technical and Management Volume.

e. The offeror shall submit a consolidated price bill of material with costs assigned to the appropriated CLINs. If any factors are applied to the priced bill of materials to compute the direct material cost element(s) proposed, the offeror shall submit the detailed computations and rationale.

f. Cost information for major subcontractors (over \$550,000) not selected through price competition and/or technical competition shall be provide in the same detail as required for the prime offeror. Data to be submitted for major subcontractors shall include type of subcontracts, contract structure, principal components to be subcontracted, subcontractor qualification costs, if any, and extent of subcontractor management planned and /or deemed necessary. For other subcontractors (subcontract with value estimated to be less than \$500,000) information as to the extent of competition (price and/or technical) obtained and basis used for determination of reasonableness of price. Rationale followed in development of quantitative estimates (labor and materials) shall be provided. The Government reserves the right to request cost information for non- major subcontractors if deemed necessary. In addition, a cost analysis shall be performed by the prime offeror as required by FAR 15-404-3 (b). Where access to cost data is denied by the subcontractor to the prime offeror, the subcontractor shall provide the required cost data directly to the Government. For major subcontractors selected competitively, a summary for the source selection procedures and processes used and rationale, for final selection shall be provided, to the extent available, to determine the reasonableness of price.

g. The offeror shall identify to the Government, in the CPIF proposal, all subcontractors it plans to use for the SDD effort and status of contract relationship with subcontractors including the schedule for subcontractor award, to include the cost for use of Government test facilities, if required.

h. Other Direct Charges (ODCs) proposed shall be identified and sufficiently support (i.e., vendor quotes, accounting classification, rationale, etc.). Travel shall be identified by trip, origin, destination, airfare, and per diem. The period(s) of travel shall be clearly identified. The basis for computer costs shall be clearly identified.

i. Interdivisional Effort: offeror shall provide a breakdown including name of division, nature and extent of work to be performed.

j. Forward Pricing Rate Agreements (FPRA) shall be clearly documented with agreement(s), date(s) and responsible Government official(s) identified.

k. A complete list of all Government-Furnished Equipment/Government-Furnished Property/Government-Furnished Material (GFE/GFP/GFM) in the possession of the offeror or associated subcontractors required by the offerors approach shall be provided with the schedule and the following information: NSN, quantity, unit price extended values, usage and availability. A separate listing shall be provided for machinery/production equipment and electronic test equipment. A separate listing of any GFE/GFP/GFM and data required by the offerors approach, but not currently in the offerors possession, shall also be furnished with the required schedule. All required information and documentation shall be submitted IAW this clause.

l. For pricing purposes, the expected or approximate date for initiation for SDD contract performance is February 2005.

m. If there are any FOB origin shipping requirements, the quantities, cubic weight of the items that are going to be shipped, shipping points, and destinations must be provided so the Government can determine any associated shipping costs for evaluation purposes.

Name of Offeror or Contractor:

n. Offerors shall provide Microsoft Excel 2000 spreadsheets detailing the discretely estimated labor hours, materials, and other direct costs at the lowest WBS level. The Excel spreadsheets shall be fully functional with embedded formulas. In addition, offerors shall provide a complete Microsoft Excel 2000 spreadsheet containing all rates and factors, by offeror accounting period, used in the proposal. The offeror shall provide another spreadsheet containing the logic used by the offeror to manipulate the above data. These formulas, references, and functions shall be sufficient to compute the cost of any WBS and should be self-explanatory. Any further explanations of the code/mathematical formulas shall be detailed in a plain text formula so the above referenced computational spreadsheet may be understood.

o. Offerors shall include a copy of the Annual Report for the offeror and major subcontractors.

Total Ownership Cost (TOC) (Volume 4, Part 2) - TOC will be evaluated for system acquisition and stand alone subsystem cost (such as air vehicles, attrition air vehicles, ground control stations, sensors (must be the cost of the sensor provided during the SCD), ground data terminals, and O&S cost (spares, repair parts, sustainment maintenance, personnel, training, training devices, etc.)) should be supported by sufficient detail as set forth in the SDD proposal and be consistent with the logistics concept presented in Phase I and the data contained in the SOW and TRD. This information will be evaluated and input to the Automated Cost Estimating Integrated Tools (ACEIT) model. The proposal must define the recommended support infrastructure and support the stated response time. For example, the maintenance cost is directly related to the replacement of line replaceable units (LRU) in the field and at the sustainment level. Also, the use of contractor field support teams is related to the deployment or fielding of systems at various locations. TOC will be evaluated based on a system life of 20 years using ACEIT. The proposal shall include the following set of data. This data shall be used to facilitate a thorough and scientific review of system performance and supportability of proposed system. System/Subsystem Information: The following data shall be provided for each subsystem (AV, GCS, PGCS, GDT, PGDT, ATLS) where applicable.

- i. Name
- ii. MTBF*
- iii. Unit Price
- iv. Equipment (Type and Unit Cost)
- v. Repairmen (Military Skill Code)
- vi. Mean Time to Repair (MTTR*) System/Subsystem
- vii. Shipping Weight
- viii. Redundancy
- ix. LRU/SRU information
 1. Name
 2. MTBF*
 3. Unit Price
 4. Comprising Sub-components (SRU's)
 5. Repairmen (Military Skill Code)
 6. MTTR* LRU/SRU
 7. Shipping Weight
 8. Redundancy

* MTBF and MTTR shall be segregated to identify repair-in-place and remove-and-replace. For repair-in-place, parts and material cost shall be provided.

System Capabilities Demonstration Firm Fixed Price Proposal (Volume 4, Part 3), The offeror will submit a firm fixed price proposal for SCD IWA the SCD SOW contained in Attachment 002 to this RFP. The firm fixed price proposal shall not exceed \$250,000. The SCD proposal will contain all pertinent cost or pricing data and back up substantiation to demonstrate fair and reasonableness of the SCD price.

5. Past Performance Volume (Volume 5) - The offeror shall submit a description of contracts (including Federal, State, local government and private) performed during the past three years that are similar and relevant to the effort required by the solicitation. Include contract references that appropriately support past and present performance or correction of past or present performance problems. For all prime contracts listed, the offeror, if a large business concern, shall describes the offerors record of meeting small and small disadvantaged business subcontracting goals For each relevant contract, the offeror is shall provide information specified below:

- a. The contractor and major subcontractor(s) places of performance, CAGE Code and DUNS number.
- b. Government (or commercial) contracting activity, address, telephone and facsimile numbers.
- c. Procuring Contracting Officers name, electronic mail address (if available), telephone and facsimile numbers.
- d. Government (or commercial) Contract Administration activity, and the name, electronic mail address (if available), telephone and facsimile numbers.
- e. Government (or commercial) Contract Administrative activity, and the name, electronic mail address (if available), telephone and facsimile numbers of the Administrative Contracting Officer (ACO).

Name of Offeror or Contractor:

f. Government (or commercial) Contract Administration activities Pre-Award Monitors name, electronic mail address (if available), telephone and facsimile numbers.

g. Contract number.

h. Contract award date.

i. Contract type.

j. A narrative statement on each contract cited concerning the statement of work and including the following information:

1. A brief explanation of how the requirement is similar to the requirement for this solicitation.
2. Affirmation that the product provided to the Government was accepted, was within negotiated costs, and was delivered in accordance with the contract delivery schedule, or an explanation of why the product was not accepted, was not within negotiated costs, and/or was not delivered in accordance with the delivery schedule; and
3. A statement of corrective measures that have been taken to avoid a repetition of nonconformance.
- k. For contracts that may be in work, but not yet completed, provided interim status and a verifiable projection of actual versus contracted costs and delivery status.

1. The offeror shall also provide information required above for all contracts terminated in whole or in part, for any reason, during the past 3 years; including those currently in process of termination and those that are not similar to the proposed effort. The offeror shall also include the reason for termination.

m. The offeror shall provide an outline of how the effort required by this solicitation will be assigned for performance within the contractor's corporate entity and among proposed subcontractors. Subcontractors in this requirement include corporate bodies/division that are administratively separate from the corporate entity assigned to any contract awarded from the proposal. Information required in the paragraphs above shall be provided for each major subcontractor (defined as one whose subcontract value is estimated to be greater than \$550,000).

n. Award price/cost.

o. The offeror shall include in its proposal the written consent of its proposed significant subcontractors to allow the Government to discuss the subcontractors past performance evaluation with the offeror during negotiations.

p. Offerors are advised that both independent data and data provided by the offeror in its proposal may be used to evaluate the offerors past performance. The Government does not assume the duty to search for data to cure problems it finds in the proposal. The burden of providing this information remains with the offeror.

6. Entry Gate Requirements Volume (Volume 6) - The offeror shall present documentation to verify compliance to entry gate requirements. The offeror may provide reference to other areas of the proposal where further substantiation of entry gate compliance can be verified, however, the offer shall provide complete coverage of all entry gate requirements in this volume.

7. Special Responses Volume (Volume 7) - Provide the following information without constraint on page count:

- a. Executed Standard Form 33
- b. Executed Representations, Certifications, and Other Statements of Offerors (RFP Section K).
- c. Terms and Conditions, if any, which accompany the offer
- d. Completed Section B from the solicitation, including proposed CLIN pricing: FFP CLIN 0001, CPIF/AF CLIN 0002 and Option Pricing for CLIN 0101AA through 0101AM, and 0102AA.
- e. Completed Section H-5 (or elsewhere in proposal), Exercise of Option (provide proposed option delivery/completion dates).

Name of Offeror or Contractor:

- f. Completed Section H-6 Government Furnished Property (GFP) for the performance of this contract (Firm-Fixed Price - SCD), if the Offeror proposes items other than that specified in the solicitation (provide items, part numbers, quantities, required dates).
- g. Completed Section H-7 Government Furnished Property (GFP) for the performance of this contract (CPIF/AF - SDD), if the Offeror proposes items other than that specified in the solicitation (provide items, part numbers, quantities, required dates).
- h. Completed Section H-3 Incremental Funding Profile (provided required date for each fiscal years funding).
- i. Any information required in response to solicitation/contract provisions and not included elsewhere in the proposal (e.g. FAR 52.223-3, Section I).
- j. Small Business/Small Disadvantaged Business Subcontracting Plan
- k. Executed nondisclosure agreements
- l. If teaming arrangement is proposed, a single contractor must be identified as prime contractor. Provide copy of planned or executed teaming agreement.

8. SCD Planning Information Volume (Volume 8) - The offeror shall provide test planning information to support execution of the SCD, performed during the Phase II evaluation. This volume is for informational purposes only, and not for evaluation. This volume will be used in support test planning and range coordination, in the event a SCD contract is awarded to the offeror. To support potential SCD activities, the offeror shall:

- a. Provide DD 1494 frequency requests for all datalink and communication system to be utilized;
- b. Provide offeror certification of airworthiness for Air Vehicles to be utilized at SCD;
- c. Prepare a test plan for demonstrating their system capabilities during the SCD "Vendor Discretionary Demonstration Period," as identified in section 3.2.5 of the SCD SOW. The offeror shall identify test objectives and their proposed test approach for highlighting capabilities of their system. The offeror shall provide a description of their SCD system, to include: a listing of major components, quantities, performance capabilities, and functionality description of the SCD system to be demonstrated.

3.0 Phase II Proposal

For Phase II, the offeror shall update the Technical, Cost, Management and Past Performance volumes from Phase I to reflect any changes/impacts resulting from performance during the SCD and any update resulting from any revisions/discussions initiated by the PCO. The combination of proposal updates from the SCD and PCO requests shall establish the basis for evaluation for Phase II. In the event that updates to the Phase I proposal are required or requested during Phase II, the offeror shall clearly delineate those changes with "change bars" and "text highlights".

4.0 SCD Performance

During Phase II, selected offerors will perform SCD in accordance with the SDD SOW and ER/MP Detailed Test Plan. If two offerors are selected for SCD, the first offeror will complete all SCD activities and leave the designated Government test site, before the second offer arrives to begin SCD activities. The order of the two offerors SCD activities will be determined by random draw, by the PCO, 14 days after SCD contract award. The Governments ER/MP Detailed SCD Test Plan will be provided to both offerors at SCD contract award.

In the event the Government evaluation of Phase I proposals results in the selection of only one offeror eligible for Phase II, the Government reserves the right to avoid the need for the award of a SCD contract and award the SDD contract to that one offeror.

*** END OF NARRATIVE L 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W58RGZ-04-R-0674

MOD/AMD

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.215-4011	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JAN/1993

(Reference Section L provision 52.245-4003, "Procedures to be Followed in Obtaining Permission to Use Government-Owned Production Property (USAAMCOM).")

(a) Offerors must indicate the total amount of rent which would otherwise be charged for the Government-owned production and research property (hereinafter called Government Property or property or personal property) authorized for use, computed in accordance with (IAW) the following:

(1) For machinery and production equipment of the type covered by Federal Supply Classification Code 3405, 3408, 3410 and 3411 through 3419 (machine tools) and 3441 through 3449 (secondary metal forming and cutting machinery), multiply the applicable rate set forth below times the Government's acquisition cost times the number of months that the property will be used.

<u>AGE OF EQUIPMENT</u>	<u>MONTHLY RENTAL RATE</u>
0-2 years	3%
2-3 years	2%
3-6 years	1.5%
6-10 years	1%
over 10 years	.75%
	\$ _____ TOTAL

(2) For all other personal property, a rental shall be established at not less than the prevailing commercial rate, if any; or in the absence of such rate, not less than two percent (2%) per month for electronic test equipment and automotive equipment; and not less than one percent (1%) per month for any other personal property.

(3) For real property and improvements:

(i) 5% per year of the Government's acquisition cost of real property divided by 12 and the result multiplied by the period of _____ months. \$ _____

(ii) 8% per year of the Government's acquisition costs of improvements (buildings, roads, utilities, etc.) divided by 12 and the result multiplied by a period of _____ months. \$ _____

(iii) The total of the rents listed above will be verified by the Government and added as the evaluation factor to the offeror's offer.

(b) Any subcontractor or vendor that has available in its plant, Government property for which the Government either has title or has the right to acquire title, will be expected to quote to any prospective prime contractor who requests a quotation. Offerors are requested to notify the Government immediately of any refusal by a subcontractor possessing Government property to furnish a quote including, if known, any information on tooling, its location, and any government contracts it may be held under.

(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details, submit a rental calculation based on said facilities/use contracts. Said amount will be verified/reviewed by the government in its evaluation. Offerors desiring this method of determining rental factors MUST submit the following:

(1) A proposed rental figure: \$ _____

(2) The contract/agreement numbers of all such documents: _____

(3) Name, address, and telephone number of cognizant ACO or PCO managing such contracts/agreements:

Name: _____ Address: _____

Name of Offeror or Contractor:

Telephone No.: _____

In sealed bid procurements, if the bidder states that its bid is based on rent-free use but fails to submit any element of (1), (2), or (3), the bid will be considered to be nonresponsive. In negotiated procurements, if the offeror states that its proposal or quotation is based on rent-free use, but fails to submit any element of (1), (2), or (3) and the issue is not resolved during negotiations, the Contracting Officer may decide to consider the offer only upon the payment of rent. In this event, any resulting contract will be so noted and, thereafter, rent-free use will only be authorized upon payment of consideration to the Government. In accordance with FAR 45.201(a), a rental equivalent factor will not be applied to negotiated procurements when application of the factor would not affect the choice of contractors.

(End of provision)

M-3 ERMP UAV SYSTEM PROPOSAL EVALUATION CRITERIA

1. Evaluation of Proposals

The source selection will be conducted in two phases. Phase I will consist of an initial screening to determine that offerors meet the entry gate criteria described below. Once this screening is accomplished, Phase I proposals will be evaluated to determine which offeror(s) offer the best value to the Government to obtain a contract for SCD, based on the evaluation criteria described below. Up to two contract awards will be made for contracts for performance of a SCD.

Phase II consists of an evaluation of offerors performance during SCD, combined with an assessment of the Phase I proposals, which may be adjusted to reflect necessary impacts and revisions that result from SCD. Following completion of SCD and the Phase II evaluation, a source selection will be made to determine the offeror that presents the best value to the Government to obtain a contract award for SDD. The criteria for the Phase II evaluation are described below.

2. Basis for Awards

The award of Phase I and Phase II will be based on the following. An inherent consideration during the evaluation of proposals for both Phase I and Phase II is the proposal risk associated with an offerors proposed approach for meeting the Governments requirements. Inconsistencies among an offerors technical, management and cost proposals may indicate a lack of understanding and induce risk. Risk shall be considered in the evaluation of each factor. For both Phase I and Phase II, in accordance with a "best value" approach, the contract award may be made to other than the low priced offeror or other than the offeror with the highest technical, management, and past performance ratings.

Phase I basis of award: the Government will award up to two contracts for SCD to the responsible offeror(s) whose proposal is determined to offer the best value to the Government. The determination considers compliance with the initial entry gate criteria, combined with an evaluation of proposals based on the Technical, Cost, Management and Past Performance Factors.

Phase II basis of award: the Government will award one contract for SDD to the responsible offeror whose proposal is determined to offer the best value to the Government. The determination considers an offerors performance during SCD, combined with an evaluation of proposals based on the Technical, Cost, Management and Past Performance Factors.

3. Phase I Evaluation Criteria

The evaluation criteria are delineated by Entry Gate Criteria, and evaluation factors and sub-factors. The evaluation criteria and their relative importance follow.

- a. Entry Gate Criteria- Proposals failing to demonstrate compliance with the entry gate requirements listed below will be considered unacceptable and may be rejected. Proposal entry gate requirements are:
 - i. An SCD proposal cost NTE \$250K
 - ii. An ER/MP UAV system construct that includes 12 Air Vehicles (AV)
 - iii. An existing AV endurance capability to provide a time on station of a minimum of 12-hours at an operational range of 300 km, while carrying 200 lbs payload (allotted for mission payloads) in addition to required Standard Equipment Package (SEP) weights
 - iv. Documentation of COMSEC account required at SDD contract award
 - v. Compliance to AVs fuel use restricted to MOGAS, AVGAS, or JP-8

Name of Offeror or Contractor:b. Phase I Proposal Evaluation Criteria

- i. Following compliance with the Entry Gate Criteria, the evaluation will be based on Technical, Cost, Management and Past Performance Factors. The Technical Factor is more important than the Cost Factor; the Cost Factor is more important than the Management Factor; and the Management Factor is more important than the Past Performance Factor. The Cost Factor is slightly more important than Management and Past Performance Factors combined. Cost, Management, and Past Performance Factors combined are equally important to the individual Technical Factor. The combined Technical, Management, and Past Performance Factors are more important than the individual Cost Factor. The offerors proposed Increment I ER/MP UAV system capabilities and associated approach for meeting requirements of the ER/MP Air Vehicle and Support Equipment TRD and SOW will be evaluated.
- ii. The "ER/MP UAV System Requirements Prioritization", as depicted in Attachment 006 to the RFP, identifies KPP, threshold, and objective requirement priorities of the TRD. The evaluation of the Technical factor and related subfactors will utilize these priorities in determining the rating for the Technical factor.

- iii. Technical (Factor). Within the Technical Factor there are four sub-factors (Air Vehicle (AV) Capabilities, System Supportability Approach, Ground Control Station Capabilities, and System Engineering Approach). The AV Capabilities Sub-factor is more important than the System Supportability Approach Sub-factor; the System Supportability Approach Sub-factor is more important than the System Engineering Approach Sub-factor; and the System Engineering Approach Sub-factor is slightly more important than the Ground Control Station Capabilities Sub-factor. The System Engineering Approach and Ground Control Station Capabilities Sub-factors combined are considered slightly more important than the individual System Capabilities Sub-factor. The individual AV Capabilities Sub-factor is considered of equal importance as the System Supportability and System Engineering Approach Sub-factors combined.

1. AV Capabilities (Sub-factor). The capability and associated risk of the offerors proposed design approach to meet or exceed the Air Vehicle requirements will be evaluated. This will include evaluation of the AVs flight performance, AV system performance, flight safety equipment, SEP, avionics, autonomous operations and design approach for meeting automatic takeoff and landing requirements. The ability and associated risk of the offerors proposed design approach to meet or exceed the Payload Size, Weight and Power (SWaP) capabilities, payload integration, and system TLE requirements will be evaluated. The ability and associated risk of the offerors proposed data link design will be evaluated, and will include evaluation of the proposed TC DL datalink system and associated airborne and ground subsystems design and performance, the SATCOM datalink system and associated airborne and ground subsystems design and performance, and proposed data link encryption capabilities. In addition, the offerors approach for system datalink frequency allocation and management, and proposed datalink command and control architecture will be evaluated. The AVs ability and associated risks to deliver weapons capability requirements and to integrate the AGM-114K missile will be evaluated. The ability of the AV system to adapt an HFE design, and its associated risks and benefit, will be evaluated. Early achievement of the HFE objective capability during SDD is desirable.

2. System Supportability (Sub-factor) - The offerors system supportability approach will be evaluated based on the PBL implementation, ILS, MANPRINT, and RAM approach. The offerors PBL implementation will be evaluated based on its demonstrated understanding of the Governments PBL process described within the 4 May 2004 PBL Implementation Guide. The offerors ILS will be evaluated for completeness and efficiency of the system support concept in addressing TRD requirements. The reasonableness and size of the system logistics footprint will be evaluated for efficiency and commonality with existing fielded systems in addressing OPTEMPO requirements stated within the TRD. The system design will be evaluated based on the completeness, adequacy, and understanding of the MANPRINT requirements stated in the TRD. The offerors overall RAM analysis and assessment will be evaluated based on the completeness and adequacy to which it substantiates reliability allocations, predictions and demonstrated values; demonstrates complete understanding of the impact of subsystem RAM allocations, predictions and demonstrated values on the overall ER/MP system combat operational availability; and supports evaluation of its impact on sustainment and footprint.

3. System Engineering Approach (Sub-factor) - The offeror's proposed System Engineering Approach will be evaluated based on the thoroughness, completeness, and adequacy of the approach; and the extent to which the approach and design accommodate supportability, integration, growth, and producibility. The offeror's approach in conducting effective trade studies in support of the SRR and PDR will be evaluated. The offeror's approach to System Engineering management will be evaluated to determine that all engineering disciplines are integrated and managed consistently. The offeror's current and planned compliance with Software Engineering Institute's Capability Maturity Model(R) certification will be evaluated. The offeror's computer resource system design approach will be evaluated against requirements of the TRD. The offeror's approach to performing system modeling and simulation with respect to effective use of M and S to mitigate risk for the system development, analysis, and integration, will be evaluated. The offeror's system engineering approach for integrating the AGM-114K missile in to the ER/MP system will be evaluated for thoroughness, completeness, and adequacy.

4. Ground Control Station (Sub-Factor) - The ability and associated risk of the offeror's proposed design approach to meet or exceed the Ground Control Station (GCS) requirements of the TRD will be evaluated. The ability and associated risk of the offeror's

Name of Offeror or Contractor:

proposed design approach to meet or exceed the interoperability and standards conformance requirements of the TRD will be evaluated. This will include evaluation of the proposed ER/MP UAV system conformance to the standards requirements, Information Exchange Requirements, intra-army interoperability, connectivity, and the C41 software engineering requirements.

iv. Costs (Factor) - Cost will be evaluated to determine the Most Probable Cost (MPC) to the Government. MPC is the realistic cost to the Government of implementing an offeror's proposed approach, and it includes the risk attendant to the offeror's proposal, together with associated rates and factors. During the Phase 1 evaluation, the Cost Factor is comprised of three sub-factors: SDD Cost Plus Incentive Fee (CPIF) proposal cost, Total Ownership Costs and SCD Firm Fixed Price (FFP) Proposal cost. The SDD CPIF Proposal Sub-factor is significantly more important than the Total Ownership Costs Sub-factor. Total Ownership Cost Sub-factor is significantly more important than the SCD FFP Sub-factor. The individual SDD CPIF Proposal Sub-factor is also considered significantly more important than the combined Total Ownership Costs and SCD FFP Sub-factors.

1. SDD CPIF Proposal (Sub-factor) - The offeror's CPIF proposal for SDD will be evaluated to determine the MPC for all CLINs based on the SDD SOW in Section B. This includes CLINs 0101AA through 0101AM (Trade Study Option) and CLIN 0102AA (Hellfire Weaponization Option). The offeror's proposed target incentive fee shall be utilized for the purpose of evaluation. Minimum Fee of the target cost will be 0%. Maximum Fee of the target cost will be 15%. Share Ratio shall be 75/25. Adjustments will be made for Government Furnished Property. The offeror's proposed subcontracting pricing arrangements (including risk and cost controls) and proposed rate of expenditure, by month and government fiscal year will be reviewed to determine the degree that it substantiates the overall cost estimate and represents a fair compensation schedule for the work proposed. The completeness of the cost data submitted for the proposed prime contractor will be evaluated. Additionally, cost may be considered to determine the offeror's understanding of the work and ability to perform the contract. To the degree that the Government's most probable cost estimate exceeds the offeror's proposed cost, the proposal will be adjusted. Award fee shall not be included in the cost evaluation.

2. Total Ownership Costs (Sub-factor). The offerors TOC will be evaluated based on system acquisition, and Operations and Support (O&S) cost for a system life of 20 years in FY03 constant dollars, including the cost of GFE. O&S cost should be consistent with and reflective of the system supportability approach. The offeror's cost proposal will be evaluated to determine the extent to which the proposed cost are realistic for the work proposed, reflect a clear understanding of the requirement, and are consistent with the various elements of the offeror's proposal. System acquisition and stand alone subsystem cost such as AV, attrition AV, GCS, sensors (used during the SCD), Ground Data Terminals, Mobile Maintenance Facility, and launch and recovery equipment are considered more important than O&S and Total Ownership Cost (TOC). System acquisition cost and stand alone subsystem cost will be evaluated and input into the Automated Cost Estimating Integrated Tools (ACEIT) model. Operation and support cost (spares, repair parts, sustainment maintenance, personnel training, training devices, etc.) should be consistent with the logistics concept presented in Phase I and the data contained in the statement of work and system specification. TOC will be evaluated based on a system life of 20 years using ACEIT.

3. SCD Cost Proposal (Sub-factor) - The evaluation of the offerors SCD Cost Proposal shall be based on an analysis to determine reasonableness of the firm fixed demonstration price. However, in no event shall the SCD price exceed \$250,000.00.

v. Management Approach (Factor) - The detail, consistency, and reasonableness of the offerors management plan/approach will be evaluated. Three sub-factors comprise this factor evaluation. The SDD Integrated Master Plan Sub-factor and the SDD Contractor Test Plan Sub-factor are considered of equal importance. Individually, the SDD Integrated Master Plan Sub-factor or the SDD Contractor Test Plan Sub-factor is considered slightly more important than the SDD Integrated Master Schedule Sub-factor.

1. SDD Integrated Master Plan (Sub-factor). The reasonableness, efficiency, and completeness of the offerors Integrated Master Plan will be evaluated. The thoroughness and maturity of the offerors program risk management process will be evaluated based on identification cost, schedule and technical risks, along with the appropriateness of risk mitigation measures to ensure program cost, schedule, and performance requirements are met. Each large business offer will be evaluated based on compliance with the requirements of FAR 52.219-8 (Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns) and FAR 52.219-9 (Small, Small Disadvantaged and Women-Owned Small Subcontracting Plan). The reasonableness, efficiency, as well as completeness of the offeror's Integrated Master Plan as well as the thoroughness and maturity of the offeror's program risk management process are each individually significantly more important than compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

2. SDD Contractor Test Plan (Sub-factor). The completeness and timeliness of the offerors test plan to support the SDD program milestones will be evaluated. The offerors ability to convey consistent definition of asset, technical support, test resources, and schedule estimates will be evaluated along with test plans to promote early discovery of design features and faults through effective test and evaluation.

3. SDD Integrated Master Schedule (Sub-factor). The offerors proposed schedule will be evaluated based on timeliness, thoroughness, completeness, consistency, and reasonableness to support program milestones.

vi. Past Performance (Factor) - The Government will conduct a performance risk assessment based on the Contractor's current and past record of relevant performance and experience as it relates to the probability of successful accomplishment of the required effort. Within the Past Performance Factor, the cost, schedule, technical, and management performance parameters are weighted equally. The Government will focus its inquiry on the offeror's and proposed major subcontractors records of past performance and experience as

Name of Offeror or Contractor:

they relate to all solicitation requirements, including cost, schedule, and technical and management performance. (For purposes of this evaluation, major subcontractor is defined as one who will perform under a subcontract estimated at \$500,000 or more.) A significant achievement, problem or lack of relevant data in any performance parameter of the work can become an important consideration in the evaluation process. In conducting the performance risk assessment, the Government may use data provided by the Offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with, or written questionnaire from, personnel familiar with the contractor and its past and current performance under Government contracts for similar services. Data used in conducting the performance risk assessment shall not extend past 3 years from the issue date of this solicitation but may include performance data generated during the past 3 years on similar efforts without regard to the contract award date. Absent any recent or relevant performance history over the past 3 years on similar efforts, the Offerors performance risk will be considered neutral and the Offeror will be evaluated neither favorably nor unfavorably for this Factor.

c. Phase II Evaluation:

Up to two contract awards will be made at the conclusion of Phase I evaluation for Systems Capability Demonstration (SCD) to be conducted during the Phase II. The Phase II Evaluation will be based on performance and execution of the SCD and submitted proposal material and revisions. The offeror that demonstrates the best overall value will be selected for SDD. The Technical Factor is more important than the Cost Factor; the Cost Factor is more important than the Management Factor; and the Management Factor is more important than the Past Performance Factor. The Cost Factor is slightly more important than Management and Past Performance Factors combined. Cost, Management, and Past Performance Factors combined are equally important to the individual Technical Factor. The combined Technical, Management, and Past Performance Factors are more important than the individual Cost Factor.

1. Technical (Factor). The Phase II technical evaluation will be based on the revised Phase I proposal material and the results of the SCD. The SCD will serve as verification of the existing capabilities of the AV, under the AV Capabilities Sub-factor, and will be used to assess risk and proposed approach of the modifications to meet Increment I capabilities. Should results not match proposal expectation, the SCD may serve as stimulus to revise proposal material as it relates to the AV Capabilities and System Supportability Approach Sub-factors. The relative importance's of sub-factors are the same as that stated in the "Phase I Evaluation".

a. AV Capabilities (Sub-factor). During SCD, the demonstrated system capabilities of the existing AV will be evaluated against selected TRD requirements, to include: flight performance, AV system survivability, weapons provisions, payload bays, electrical power, structural performance, avionics flight controls and navigation system performance, autonomous operations, Air Data Relay operations, flight safety equipment, and the AVs contribution to system TLE. The evaluation will encompass criteria identified in the Phase I evaluation.

b. System Supportability Approach (Sub-factor). During SCD, the demonstrated suitability of the existing AV and associated support equipment to meet the requirements of the TRD will be evaluated. This will include evaluation of the operational logistical footprint. Emphasis will be placed on existing AV diagnostic/prognostic capability, support equipment, maintenance, operations, reliability, and operational timelines (emplacement/displacement/mobility). The degree to which offeror demonstrates reliable operations in SCD and their substantiation of reliability and operational readiness from the Phase I proposal will be evaluated. The existing AV capabilities demonstrated during the SCD will be evaluated for technical maturity and overall supportability against mission requirements stated in the TRD.

c. Ground Control Station Capabilities (Sub-factor). The evaluation of the Ground Control Station Capabilities will be the same as that outlined under Phase I Evaluation.

d. System Engineering Approach (Sub-factor). The evaluation of the System Engineering Approach will be the same as that outlined under Phase I Evaluation.

2. Management Approach (Factor). The evaluation will encompass criteria identified in the Phase I evaluation. This evaluation will use Phase I proposal along with revisions to the proposal.

3. Past Performance (Factor). The evaluation will encompass criteria identified in the Phase I evaluation. This evaluation will use Phase I proposal along with revisions to the proposal.

4. Costs (Factor). During the Phase II evaluation, the Cost Factor is comprised of two sub-factors: SDD Cost Plus Incentive Fee (CPIF) Proposal and Total Ownership Costs. The SDD CPIF Proposal Sub-factor is significantly more important than the Total Ownership Costs Sub-factor.

a. SDD CPIF Proposal (Sub-factor) - The Phase II MPC evaluation will be based on the revised Phase I CPIF as a result of the SCD or revisions thereto.

b. Total Ownership Cost (Sub-factor) - The evaluation of the Total Ownership Cost will be the same as that outlined under Phase I Evaluation.