

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOAL	<b>Page</b> 1 of 45
<b>2. Contract No.</b>	<b>3. Solicitation No.</b> W58RGZ-04-R-0849	<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2004SEP20	<b>6. Requisition/Purchase No.</b> Q2004104
<b>7. Issued By</b> US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-OS-OB REDSTONE ARSENAL AL 35898-5280		<b>Code</b> W58RGZ	<b>8. Address Offer To (If Other Than Item 7)</b>	

**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 BLDG 5303, LOBBY until 01:00pm (hour) local time 2004OCT20 (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.

<b>10. For Information Call:</b>	<b>Name</b> MICHELLE CROSS <b>E-mail address:</b> MICHELLE.CROSS@REDSTONE.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (256) 876-2844
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**OFFER (Must be fully completed by offeror)**

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

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

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

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

<b>15A. Contractor/Offeror/Quoter</b> TUCSON EMBEDDED SYSTEMS INC 5620 N KOLB RD STE 160 TUCSON, AZ. 85750-1384	<b>Code</b> LKNK1	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
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<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	<b>17. Signature</b>	<b>18. Offer Date</b>
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**AWARD (To be completed by Government)**

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

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

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**Name of Offeror or Contractor:** TUCSON EMBEDDED SYSTEMS INC

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.233-4000	AMC-LEVEL PROTEST PROGRAM	OCT/1996
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC Protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http:\(insert 2 forward slashes\)www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

(The double forward slashes constitute a print processing command, hence cannot be shown above. Please insert when accessing the website.)

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

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Name of Offeror or Contractor: TUCSON EMBEDDED SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<p><u>BASIC EFFORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	700	HR	\$ _____	\$ _____
0002	<p><u>OPTION 1 SURGE OPTION YEAR 1</u></p> <p>SECURITY CLASS: Unclassified</p>	12500	HR	\$ _____	\$ _____
0003	<p><u>YEAR 1 TRAVEL COSTS</u></p> <p>NOUN: TRAVEL YEAR 1                      SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____
0004	<p><u>YEAR 1 OTHER DIRECT COSTS</u></p> <p>NOUN: OTHER DIRECT COST YEAR 1                      SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____
0005	<p><u>DATA ITEM</u></p> <p>NOUN: REPORTS                      SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0006	<p><u>OPTION 2 YEAR 2 EFFORT</u></p> <p>NOUN: OPTION 2 YEAR 2 EFFORT                      SECURITY CLASS: Unclassified</p>	9500	HR	\$ _____	\$ _____

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Name of Offeror or Contractor: TUCSON EMBEDDED SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>YEAR 2 TRAVEL COSTS</u></p> <p>NOUN: TRAVEL YEAR 2                      SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____
0008	<p><u>YEAR 2 OTHER DIRECT COSTS</u></p> <p>NOUN: OTHER DIRECT COST YEAR 2                      SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____
0009	<p><u>DATA ITEM</u></p> <p>NOUN: REPORTS                      SECURITY CLASS: Unclassified</p>	1	LO	\$ <u>    ** NSP **</u>	\$ <u>    ** NSP **</u>
0010	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>OPTION 3 YEAR 3 EFFORT</u></p> <p>NOUN: OPTION 3 YEAR 2                      SECURITY CLASS: Unclassified</p>	3000	HR	\$ _____	\$ _____
0011	<p><u>YEAR 3 TRAVEL COSTS</u></p> <p>NOUN: TRAVEL YEAR 3                      SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____
0012	<p><u>YEAR 3 OTHER DIRECT COSTS</u></p> <p>NOUN: OTHER DIRECT COST YEAR 3                      SECURITY CLASS: Unclassified</p>	1	LO	\$ _____	\$ _____

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Name of Offeror or Contractor: TUCSON EMBEDDED SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>DATA ITEM</u></p> <p>NOUN: REPORTS                      SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>	1	LO	\$ <u>    ** NSP **    </u>	\$ <u>    ** NSP **    </u>

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 ESTIMATED COST, FIXED FEE AND PAYMENT PROCEDURES

a. In consideration for its effort under this contract, the Government shall pay to the contractor the cost thereof determined by the Contracting Officer to be allowable subject to the provisions of the contract clause entitled, "Allowable Cost and Payment," included in Section I of this contract.

b. The Government shall pay to the contractor a fixed fee for the CLINS listed at subparagraph C below, subject to the provisions of the clause entitled "Fixed Fee" of Part II of the Schedule, Contract Clauses, of this contract and provision B-2 of this section. Such fee shall be paid as it accrues in monthly or bi-monthly installments. Each installment, thus payable, shall be based upon the number of labor hours incurred and billed during such period. The maximum available fixed fee is based upon the number of hours awarded/exercised, with fixed fee being paid only for hours actually worked.

c. For performance of the effort, the Government shall pay to the contractor:

CLIN	ESTIMATED COST	FIXED FEE	TOTAL CPPF AMOUNT
0001	*	*	*
0002**	*	*	*
0006**	*	*	*
0010**	*	*	*

d. The Government shall fund CLINS 0003, 0004, 0007, 0008, 0011, and 0012 as it determines necessary for the sole purpose of reimbursing travel and other direct costs (ODC) which shall include applicable and allowable indirect burden charges. No fee shall be paid in conjunction with travel and ODC reimbursed under this contract.

e. CLINS 0005, 0009, and 0013 shall not be separately priced.

\*TO BE COMPLETED BY OFFEROR, AS APPLICABLE.

\*\*MAXIMUM AMOUNT IF FULLY EXERCISED.

\*\*\* END OF NARRATIVE B 001 \*\*\*

B-2 OPTIONS

a. Set forth below are surge options applicable to the basic contract effort and each contract out-year. All options may be incrementally exercised one or more times under the contract at the rates established thereunder as long as the cumulative total of hours does not exceed the maximum quantity for each respective CLIN. Exercise of each option for labor hours shall include data (Not Separately Priced) per the Contract Data Requirements List (DD Form 1423). Each option exercise may include CLINS for travel and other direct costs for their respective year, to be funded as determined by the Government.

b. The estimated labor cost for each option, on a per-hour basis, and its related fixed-fee shall be established as follows, subject to the provisions of paragraph B-1:

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	ESTIMATED		TOTAL EST.
	COMPOSITE LABOR COST/HOUR	FIXED FEE/HOUR	COMPOSITE COST PLUS FIXED FEE/HOUR
Option 1, First Year Surge Effort (CLIN 0002)	*	*	*
Option 2, Second Year Surge Effort (CLIN 0006)	*	*	*
Option 3, Third Year Surge Effort (CLIN 0010)	*	*	*

TO BE COMPLETED BY OFFEROR

\*\*\* END OF NARRATIVE B 002 \*\*\*

**B-3 ESTIMATED COST SCHEDULE**

The estimated cost of this contract (including labor, travel, and ODC) is \$ \* . Fixed Fee shall be \$ \* . The estimated cost for each option shall be established at the time of exercise of each option for one or more manhours. The "Limitation of Cost" clause of Section I of this contract shall apply to each individually assigned CLIN/SubCLIN (as applicable) of this contract.

\* TO BE COMPLETED BY THE GOVERNMENT PRIOR TO AWARD BY ADDING THE AMOUNTS FOR CLIN 0001 WITH GOVERNMENT DETERMINED AMOUNTS OF ASSOCIATED TRAVEL (CLIN 0003) AND ODC (CLIN 0004).

\*\*\* END OF NARRATIVE B 003 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SERVICES TO BE PERFORMED

The services required by this contract shall be performed in accordance with Attachment 01, Statement of Work, entitled "Program Management, System Engineering and Technical Assistance Contract For Product Manager Aviation Mission Equipment (PM-AME)" and other documents set forth in Part III - List of Documents, Exhibits, and Other Attachments.

\*\*\* END OF NARRATIVE C 001 \*\*\*

C-2 REPORTS

Submission of reports shall be as specified in Exhibit A, Contract Data Requirements List (DD Form 1423). The Contracting Officer may effect changes in the distribution shown on the DD Form 1423 by additions thereto or deletions therefrom, unilaterally.

\*\*\* END OF NARRATIVE C 002 \*\*\*

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**Name of Offeror or Contractor:** TUCSON EMBEDDED SYSTEMS INC

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 PACKAGING AND MARKING

Preservation, Packaging, and Marking shall be in accordance with standard commercial practice.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984

E-3 PREPARATION OF DD FORM 250

Material Inspection and Receiving Reports (DD FORM 250) will be prepared and distributed in accordance with DoD FAR Supplement 252.246-7000 and Appendix F. Copies for the purchasing office will be forwarded to the address in the "Issued By" block on the face of the contractual document.

\*\*\* END OF NARRATIVE E 001 \*\*\*

E-4 INSPECTION AND ACCEPTANCE

Unless otherwise specified by the Contracting Officer, inspection shall be performed at Redstone Arsenal, Alabama by the assigned Technical Monitor. Final acceptance shall be made by the Contracting Officer upon completion of each CLIN, subject to the exercise of the respective option CLINs.

\*\*\* END OF NARRATIVE E 002 \*\*\*

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**Name of Offeror or Contractor:** TUCSON EMBEDDED SYSTEMS INC

## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989)--ALTERNATE I	APR/1984

## F-2 PLACE OF PERFORMANCE

The primary place of performance shall be at the contractor's facility, with some work performed at other locations required on a Temporary Duty (TDY) basis.

\*\*\* END OF NARRATIVE F 001 \*\*\*

## F-3 FOB POINT

Reports and data requirements per Exhibit "A", CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423, and all other deliverables shall be delivered F.O.B. Destination as stated herein. Pickup and delivery shall be made at the following address or at other destinations if so directed by the Government: COMMANDER, U.S. ARMY AVIATION AND MISSILE COMMAND, ATTN: PEO AVIATION/PM-AS/PM-AME, BUILDING 5308, BASEMENT REDSTONE ARSENAL, AL 35898.

\*\*\* END OF NARRATIVE F 002 \*\*\*

## F-4 PERIOD OF PERFORMANCE

Effort under each CLIN of this contract shall be performed within the following periods: (See provision H-3 for option exercise periods)

CONTRACT YEAR	OPTION	CLIN	FROM	THRU
1	Base	0001	*DOA	2 Dec 2005
1	1	0002	**DOE Option 1	2 Dec 2005 or up to one year thereafter***
1	Travel	0003	DOA	2 Dec 2005 or up to one year thereafter
1	ODC	0004	DOA	2 Dec 2005 or up to one year thereafter
2	2	0006	DOE Option 2	2 Dec 2006 or up to one year thereafter ***
2	Travel	0007	DOE Option 2	2 Dec 2006 or up to one year thereafter
2	ODC	0008	DOE Option 2	2 Dec 2006 or up to one year thereafter
3	3	0010	DOE Option 3	2 Dec 2007
3	Travel	0011	DOE Option 3	2 Dec 2007
3	ODC	0012	DOE Option 3	2 Dec 2007

\* DOA - Effective Date of Basic Contract Award

\*\* DOE - Effective Date of Option Exercise

\*\*\* Technical Direction Orders may exceed one year if it is determined in writing that the Technical Direction Order is a non-severable task.

\*\*\* END OF NARRATIVE F 003 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1 VOUCHER SUPPORT DOCUMENTATION

All vouchers submitted for payment under this contract shall include sufficient documentation to support all labor, travel, and other direct costs billed. This documentation shall be submitted to the Contracting Officer's Representative for the purposes of assuring (1) that the work, supplies or services billed were received, and (2) that the amounts billed are reasonable expenditures for performance of the billed effort.

\*\*\* END OF NARRATIVE G 001 \*\*\*

G-2 INVOICE ROUTING

a. All documents submitted for payment shall reference the accounting and appropriation data set forth in the applicable CLIN/SLIN. All vouchers must be reviewed by the Contracting Officer's Representative prior to submission through DCAA to the paying office. Invoices shall be submitted in electronic format (CD-ROM) that is readable on personal computers utilizing standard business class software (e.g., Microsoft Office 2000 Suite of Software) as specified by the Government. The final invoice for each CLIN, as applicable, shall go through the Administrative Contracting Officer (ACO) for approval.

b. Submit invoices through:

1. Technical Monitor - Commander, U.S. Army AMCOM, ATTN: PEO Aviation/PM-AS/PM-AME/Mr. Barry Solomon, Redstone Arsenal, AL 35898
2. DCAA - DCAA Arizona Branch Office, 2741 West Southern Avenue, Suite 14, Tempe, AZ 85282-4242

c. Submit invoices to:

Payment Office - DFAS Columbus Center, West Entitlement Operations, P.O. Box 182381, Columbus, OH 43218-2381

\*\*\* END OF NARRATIVE G 002 \*\*\*

G-3 COMPLETION NOTICE

a. Within 60 days after completion of the period of performance of each SLIN awarded under this contract, the contractor shall notify the Contracting Officer of the completion in writing. For each completed labor SLIN, the notice shall identify (1) the total number of labor hours incurred and billable, (2) the Government's maximum monetary liability broken out separately by cost and fixed-fee, and (3) the resulting excess hours, cost, and fee that are available for deobligation. The notices provided for travel and ODC SLINs need only to identify the Government's maximum monetary cost liability and the resulting excess amounts available for deobligation.

b. The completion notice (except for cover letter) shall be submitted in electronic spreadsheet format that is readable on personal computers utilizing standard business class software (e.g., Microsoft Office 2000 Suite of Software) as specified by the Government.

\*\*\* END OF NARRATIVE G 003 \*\*\*

G-4 CONTRACT ADMINISTRATION

Administrative Contracting Officer (ACO) functions for this contract are delegated to DCMA Phoenix, Two Renaissance Square, 40 North Central Avenue, Suite 400, Phoenix, AZ 85004-4424. All correspondence of an administrative nature should be forwarded to the ACO, with an information copy to Commander, U.S. Army Aviation and Missile Command, ATTN: AMSAM-AC-OS-OB/Stephen Hayes, Redstone Arsenal, AL 35898.

\*\*\* END OF NARRATIVE G 004 \*\*\*

Name of Offeror or Contractor: TUCSON EMBEDDED SYSTEMS INC

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H-1 EXERCISE OF OPTIONS

The Government may increase the services called for herein by unilaterally exercising one or more of the labor options included in this contract at the estimated composite rates set forth in section B, paragraph B-2, entitled "Options." All surge options may be exercised at any time within the applicable exercise period, in varying increments, up to but not exceeding the maximum hour totals for those CLINs. Exercise of each labor option constitutes the exercise of the corresponding year's data item option (NSP). Travel and ODC applicable to optional labor shall be funded at the Government's discretion. The Contracting Officer may exercise options by giving written notice to the contractor in accordance with the schedule specified below. The performance periods for these options shall be in accordance with Section F.

OPTION	CLIN	OPTION EXERCISE PERIOD	MAXIMUM HOURS
1	0002	*DOA THRU 02 DEC 2005	12,500
2	0006	2 DEC 2005 THRU 2 DEC 2006	9,500
3	0010	2 DEC 2006 THRU 31 OCT 2007	3,000

\* DOA - Date of Basic Contract Award

\*\*\* END OF NARRATIVE H 001 \*\*\*

## H-2 TECHNICAL DIRECTION ORDERS

a. Technical direction to perform effort under the SOW shall be given by means of written Technical Direction Orders (TDOs) issued in numerical sequence. TDOs issued to satisfy surge option requirements shall be issued within five (5) days after exercise of the option. Each TDO shall establish the effort to be expended for its performance by specifying the following:

1. A description of the effort to be accomplished.
2. Required deliverables (i.e., data items).
3. The performance period and any other performance milestones.
4. The level-of-effort (number of man-hours) to expend in performance of the effort.
5. Not-to-exceed dollar amounts for Travel and other direct costs (ODC).
6. The applicable contract line item number(s) (CLIN) under which the labor, travel, and/or other direct costs are authorized.
7. Other direction as may be required to successfully achieve the objectives of the contract within the parameters established by the Statement of Work (SOW).

b. A TDO shall not, in any event, alter or modify the scope or terms of this contract. It is expressly agreed that there shall be no increase in the estimated cost or fee or time for performance of the contract as a result of an alteration or change to the contract that is derived from the language of a TDO. If the contractor believes that a TDO has been issued that will alter, modify, or amend the scope or terms of the contract, then the contractor shall promptly notify the Contracting Officer as required by FAR 52.243-7.

c. A TDO will be signed and issued by the duly appointed Technical Monitor (TM) or his alternate and transmitted to the contractor. The contractor shall, within three (3) working days after receipt of the TDO, sign the TDO to indicate receipt and shall return a copy of the signed TDO to the COR. Names of the TM and alternates authorized to sign TDOs will be furnished to the contractor. The names of contractor personnel authorized to sign TDOs shall be furnished to the TM.

d. A TDO may be modified, cancelled, or superseded anytime by issuance of a new TDO bearing a new TDO number.

e. In case of extreme urgency, the TM may verbally instruct the contractor, but this shall be followed within 3 working days by a signed, approved TDO.

f. The TDO shall identify the applicable CLIN under which the effort is to be performed. In no event shall the total number of labor hours issued under a series of TDOs exceed those labor hours set forth in the Schedule, Section B of this contract for the particular CLIN or SLIN referenced in the TDOs.

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g. Internal Government distribution of TDOs shall be effected by the COR/TM. Internal contractor distribution shall be effected by the contractor.

h. TDOs may be issued during the course of contract performance to provide technical directions that more closely reflect new information or changed priorities within the contract SOW.

\*\*\* END OF NARRATIVE H 002 \*\*\*

## H-3 GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. Contractor personnel under this contract shall not:

1. Be placed in a position where they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;

2. Be placed in a quasi-Government or policy making position;

3. Be placed in a position of command, supervision, administration or control over Department of Army military or civilian personnel, or become part of the Government organization;

4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of Army or other applicable Federal Agencies;

5. Be used in administration or supervision of Government procurement activities.

b. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.

c. All contract personnel attending meetings, answering Government telephones, sending electronic mail, and working in other situations where their contractor status has not been made known to third parties shall identify themselves as such to avoid creating an impression that they are Government officials. Contractor personnel shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

\*\*\* END OF NARRATIVE H 003 \*\*\*

## H-4 ORGANIZATIONAL CONFLICTS OF INTEREST

Reserved - Provision to be added prior to contract award.

\*\*\* END OF NARRATIVE H 004 \*\*\*

## H-5 PROTECTION AND USE OF SENSITIVE PROCUREMENT AND OTHER CLOSELY HELD INFORMATION

a. The performance of this contract may provide contractor personnel direct or indirect access to sensitive procurement and other closely held information, such as government source selection information (SSI) and/or proprietary information of other contractors. Direct access occurs when sensitive information is specifically provided to and utilized by the contractor in performing the effort, and is therefore subject to the Organizational Conflict Of Interest provision at H-9. Indirect access occurs when the contractor's access to such data is incidental to the requirements of the effort (e.g., an effort requiring systems administration support provides contractor personnel access privileges to the system but does not specifically require the utilization of sensitive/proprietary data residing on the system).

b. The unauthorized disclosure of sensitive procurement and other closely held information weakens the integrity of the Government procurement process, compromises the rights of prospective contractors, creates the potential for a real or perceived unfair competitive advantage, and seriously impacts the Government's ability to provide timely acquisition support to the soldier. The contractor shall

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diligently protect all sensitive data to which it has access and shall avoid any action that might result in or reasonably be expected to create the appearance of improper disclosure or use of such information.

c. The contractor shall obtain, and provide copies to the Contracting Officer's Representative (COR), certified non-disclosure agreements from all contractor personnel having access to sensitive procurement and/or other closely held information. At a minimum, the non-disclosure agreements shall state that the employee (1) understands its obligation to protect the integrity of the Government procurement process and the rights of other contractors; (2) shall not utilize any sensitive information to which it has access for any purpose other than what is intended by the contract, including the creation of an unfair competitive advantage or the opportunity for personal gain; and (3) shall not disclose any sensitive information to any person within or outside the company, other than authorized Government personnel, unless prior written approval is provided by the Contracting Officer.

\*\*\* END OF NARRATIVE H 005 \*\*\*

## H-6 TRAVEL EXPENSES

Travel may be required in the performance of this effort; however, any such travel must have prior written approval of the Technical Monitor. Commuting expenses to principal place of work shall not be an allowable charge under this contract. Transportation costs between the local contractor facility and Government facilities, and relocation cost of contractor or subcontractor personnel (if required) shall be billed in accordance with the contractor's accounting system (but see FAR 31.205-35).

\*\*\* END OF NARRATIVE H 006 \*\*\*

## H-7 REALLOCATION OF OPTIONAL LABOR

a. When determined necessary to fulfill increased current year requirements, the Government may unilaterally reallocate any number of unexercised labor man-hours from out-year option CLINs to the respective current year labor CLIN(s).

b. For all such reallocations, the total estimated value of the applicable out-year CLIN shall be decreased at the applicable estimated cost and fixed-fee hourly composite rates set forth at Provision B-2 for that out-year CLIN. Likewise, the total estimated value of the applicable current year CLIN shall be increased at the estimated cost and fixed-fee hourly composite rates set forth at Provision B-2 for that current year CLIN.

c. In addition, the Government may unilaterally reallocate unexercised option hours between existing surge option CLINs (i.e., Surge 1, Surge 2, and Surge 3) of the current year. All reallocations shall be made at the existing estimated cost and fixed-fee composite rates.

\*\*\* END OF NARRATIVE H 007 \*\*\*

## H-8 INSURANCE REQUIRED

In accordance with FAR 52.228-7, Insurance - Liability To Third Persons, the contractor shall provide and maintain the following minimum insurance:

<u>Type</u>	<u>Amount</u>
Workman's compensation	As required by federal and state statute
Employer's liability insurance	\$100,000 or as required by state
General liability insurance	\$500,000 per occurrence
Automobile liability insurance	
(1) bodily injury	\$200,000 per occurrence and \$500,000 per occurrence
(2) property damage	\$20,000 per occurrence

\*\*\* END OF NARRATIVE H 008 \*\*\*

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Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

a. DEFINITION. Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked 'For Official Use Only' (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

b. SAFEGUARDING FOUO INFORMATION.

(1) During Duty Hours: During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other nongovernment/noncontractor personnel have access to the work area.

(2) During Nonduty Hours: At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or government/contractor internal building security is provided during nonduty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

c. TRANSMISSION OF FOUO INFORMATION. FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Bulky shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO attachments.

d. TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES.

(1) Termination: The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.

(2) Disposal: FOUO materials may be destroyed by tearing each copy into pieces to preclude reconstruction, and placing them in regular trash containers. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

(3) Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

(End of Clause)

\*\*\* END OF NARRATIVE H 009 \*\*\*

H-10 DOCUMENTS PRODUCED BY CONTRACTOR

The cover of each document produced by the contractor must contain, as a minimum, the information listed in subparagraphs A through F below:

- A. Name and Business Address Of The Contractor.
- B. Contract Number.
- C. Total Dollar Value Of The Contract.
- D. Whether The Contract Was Competitively Or Noncompetitively Awarded. If Competitively, Whether On A Technical Or Cost Basis.
- E. Sponsoring Organization (Including Office Identification And Location) And Responsible Person Within The

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Organization.

- F. Disclaimer Statement, Such As, "The Views, Opinions, And Findings Contained In This Document Are Those Of The Author(s) And Should Not Be Construed As Official Department Of The Army Position, Policy Or Decision, Unless So Designated By Other Official Documentation.

\*\*\* END OF NARRATIVE H 010 \*\*\*

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## 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- 2	SECURITY REQUIREMENTS (AUG 1996)--ALTERNATE I	APR/1984
I-10	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
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	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 97) - ALTERNATE II	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	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	52.216- 7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-21	52.216- 8	FIXED FEE	MAR/1997
I-22	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-23	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-24	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222- 3	CONVICT LABOR	JUN/2003
I-26	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-28	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-34	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-35	52.223- 5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
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- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.227- 3	PATENT INDEMNITY	APR/1984
I-41	52.228- 7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.232- 9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-20	LIMITATION OF COST	APR/1984
I-45	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-46	52.232-25	PROMPT PAYMENT	OCT/2003
I-47	52.232-25	PROMPT PAYMENT (OCT 2003) - ALTERNATE I	FEB/2002
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233- 1	DISPUTES	JUL/2002
I-50	52.233- 3	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I	JUN/1985
I-51	52.237- 2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT, AND VEGETATION	APR/1984
I-52	52.242- 1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-53	52.242- 3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242- 4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-55	52.242-13	BANKRUPTCY	JUL/1995

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I-56	52.243- 2	CHANGES -- COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I	APR/1984
I-57	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-59	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-60	52.248- 1	VALUE ENGINEERING	FEB/2000
I-61	52.249-14	EXCUSABLE DELAYS	APR/1984
I-62	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-64	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
I-67	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-68	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-69	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-72	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-75	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-76	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-77	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-78	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-79	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999
* Insert 60 days in the blank within the above referenced clause.			
I-80	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000
* Insert 365 days and 60 days in the blank in paragraph (a) and insert 42 months in the blank in para (c) within the above referenced clause			
I-81	52.219-11	SPECIAL 8(a) CONTRACT CONDITIONS	FEB/1990
* Insert U.S. ARMY AMCOM in the first blank and U.S. ARMY AMCOM in the second blank in paragraph (c); insert U.S. ARMY AMCOM in the blank in paragraph (d); and insert U.S. ARMY AMCOM in the blank in paragraph (f) within the above referenced clause.			
I-82	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
*Insert TO BE FILLED IN AT TIME OF AWARD in the blank in paragraph (a) within the above referenced clause.			
I-83	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:			
NONE			
I-84	52.244-2	SUBCONTRACTS (AUG 1998) - ALTERNATE I	AUG/1998
*Insert TO BE FILLED IN AT TIME OF AWARD in the blank in paragraph (e) and TO BE FILLED IN AT TIME OF AWARD in the blank in paragraph (k) within the above referenced provision.			
I-85	52.222- 2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TO BE FILLED IN AT TIME OF AWARD or the overtime premium is paid for work--			

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production

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equipment, or occasional production bottlenecks of a sporadic nature;

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

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

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

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

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

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

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

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

(END OF CLAUSE)

I-86            252.219-7009            SECTION 8(a) DIRECT AWARD            MAR/2002

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is: -1- (To be completed by the Contracting Officer at the time of award.)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that --

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

I-87            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.

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(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.

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

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

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

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

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

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

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

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

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

(End of clause)

I-88 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS  
The Small Business Administration (SBA) agrees to the following:

FEB/1990

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the U.S. Army Aviation and Missile Command the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided however, that the U.S. Army Aviation and Missile Command shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Army Aviation and Missile Command.

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(e) That the subcontractor hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

"(f) To notify the U.S. Army Aviation and Missile Command Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

I-89

52.222-21

PROHIBITION OF SEGREGATED FACILITIES

FEB/1999

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

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

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-90

52.245- 5

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

JUN/2003

(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

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

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

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

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

(4) Title to equipment (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; provided, that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with funds available for research and having an acquisition cost of \$5,000 or more shall vest as set forth in the contract. If title to equipment vests in the Contractor under this subparagraph (c)(4), the Contractor agrees that no charge will be made to the Government for any depreciation, amortization, or use under any existing or future Government contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all equipment to which title is vested in the Contractor under this subparagraph (c)(4) within 10 days following the end of the calendar quarter during which it was received.

(5) Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this contract, the Contractor accepts and agrees that--

"No person in the United States or its outlying areas shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."

(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.

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(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 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.

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(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. --

(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

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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 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.

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(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.

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

(1) 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-91 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](http://www.arnet.gov/far)

DFARS Clauses:

[www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)

Clause Deviations:

[www.acq.osd.mil/dp/dars/classdev.html](http://www.acq.osd.mil/dp/dars/classdev.html)

(End of clause)

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I-92 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

(b) The use in this solicitation or contract of any 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-93 252.247-7023 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.

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

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the 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

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

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

Total

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

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

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in 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-94                    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.

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(End of clause)

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	28-JUN-2004	003	ELECTRONIC IMAGE
Attachment 001	PERFORMANCE WORK STATEMENT FOR ENGINEERING SERVICES PM-AME	19-JUL-2004	004	ELECTRONIC IMAGE
Attachment 002	TDO 1 BASIC EFFORT	20-SEP-2004	002	ELECTRONIC IMAGE
Attachment 003	DD254 DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION	28-MAY-2004	002	ELECTRONIC IMAGE
Attachment 004	QUALITY ASSURANCE SURVEILLANCE PLAN		008	ELECTRONIC IMAGE
Attachment 005	DOCUMENT SUMMARY LIST		001	ELECTRONIC IMAGE

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.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	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	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 541330.

(2) The small business size standard is \$4M.

(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, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillippines, 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).

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\_\_\_\_\_ 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)



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(END OF PROVISION)

K-10            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-11            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984  
The offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF PROVISION)

K-12            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

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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.)

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

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES                       NO

(End of Provision)

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	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-3	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(a) Exceptions from cost or pricing data.

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

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

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

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

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

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

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

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

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

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

(End of Provision)

L-4	52.216- 1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

(END OF PROVISION)

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L-5 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-6 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

FAR Clauses:[www.arnet.gov/far](http://www.arnet.gov/far)DFARS Clauses:[www.dtic.mil/dfars](http://www.dtic.mil/dfars)Clause Deviations:[www.acq.osd.mil/dp/dars/classdev.html](http://www.acq.osd.mil/dp/dars/classdev.html)

(End of provision)

L-7 52.252- 5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(END OF PROVISION)

L-8 52.204-4000 SIGNATURE AUTHORITY (USAAMCOM) OCT/2000

(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 provision)

L-9 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.

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(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-10 52.215-4002 CONTRACT PRICING PROPOSAL (USAAMCOM) JUL/2001

(a) Your proposal must conform with the instructions in FAR 15.403-5(b)(1) and Table 15-2. Prospective offerors are encouraged to submit the maximum information available.

(b) Additionally, one copy of each pricing proposal in excess of \$550,000 shall be submitted to the cognizant Plant Representative Office/Contract Administration Office and one copy to the cognizant Defense Contract Audit Agency (DCAA).

(c) As soon as possible after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

(End of Provision)

L-11 52.215-4003 COST OF MONEY (USAAMCOM) MAR/2000

Proposed Cost of Money must be submitted by asset type, i.e., land, building, and equipment. Accordingly, the data required by Form Cost Accounting Standards Board - Cost of Money Factors (Form CASB-CMF) must be delineated for each of the three aforesaid asset types consistent with Department of Defense (DD) Form 1861, dated JUN 98.

(End of provision)

L-12 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](http://www.amc.army.mil/amc/command_counsel/partnering.html).

L-13 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM) AUG/2001

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

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(End of Provision)

L-14            52.233-4703            AMC-LEVEL PROTEST PROGRAM            MAY/2004

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

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

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

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

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

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

(End of Provision)

L-18 INSTRUCTIONS FOR PROPOSAL PREPARATION

a. The purpose of this section is to provide guidance concerning the content and organization of the proposal. The offeror shall structure its proposal so as to satisfy the requirements as set forth in the RFP.

b. The format of the proposal submitted in response to the RFP shall adhere to the following:

1. One (1) signed original of the document (Standard Form 33) with all attachments shall be submitted. It is essential that all spaces and blocks on Standard Form 33 and attached forms be completed and signed by a person authorized to enter into the proposed contract on behalf of the offeror. The offeror should print or type the company's name on the schedule and on each continuation sheet thereof on which an entry is made. Acknowledgment of amendments should be accomplished on the face of the Standard Form 33 or include a signed copy of the amendment with the proposal submission.

2. The proposal shall include a fully completed Section K, Certifications and Representations.

3. The proposal shall include the Organizational Conflict of Interest Certificate addressed in Provision H-5 of this solicitation.

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4. The proposal shall be submitted in one volume, cost and pricing data. The original and one copy shall be submitted. This volume shall conform to the requirements set forth below.

(a) A signed Standard Form 1411, contract pricing proposal cover sheet, or offerors' standard format which complies with FAR 15.4, is required.

(b) The proposal shall set forth a breakout of the proposed estimated cost with applicable indirect charges and fees, for the effort.

(c) The direct labor rates utilized to price the proposal shall be identified. The proposal shall set forth the direct labor and overhead rates by category and rationale therefore. Bid codes (applicable codes used to identify a labor category in the contractor's accounting system), employee names and/or documentation to support the rates proposed shall be provided.

(d) The proposal shall set forth the rationale followed in development of other direct costs, if any.

(e) Direct labor rates shall identify the baseline (takeoff point) plus projected escalation by contractor fiscal year.

(f) Other direct charges proposed shall be identified and sufficiently supported (i.e., vendor quotes, cost accounting classification, etc.)

(g) Indirect expense rates shall be supported by projected expense pools and cost recovery bases by contractor fiscal year.

(h) Forward Pricing Rate Agreements (FPRA) shall be clearly documented with agreement and responsible government official identified.

(i) Additional Guidance for proposal preparation

Set forth below is the Government's current estimation of the labor resources that may be required during performance of the basis effort and each option, if exercised, and is intended solely for the purpose of aiding the offeror in the preparation of its proposal. It is ultimately the offeror's discretion and responsibility to determine the appropriate mix to propose. However, the offeror shall fully support its proposed mix if different than that set forth below.

Labor Category	Year 1	Year 1	Year 2	Year 3
	Basic Effort	Surge Option 1	Surge Option 2	Surge Option 3
Program Manager	5.0%	5.0%	5.0%	5.0%
Project Leader	7.0%	7.0%	7.0%	7.0%
Principal Engineer	11.0%	11.0%	11.0%	11.0%
Engineer IV	14.0%	14.0%	14.0%	14.0%
Enginner III	22.0%	22.0%	22.0%	22.0%
Engineer II	31.0%	31.0%	31.0%	31.0%
Engineer I	8.0%	8.0%	8.0%	8.0%
Quality Engineer	1.0%	1.0%	1.0%	1.0%
Administrative Specialist	1.0%	1.0%	1.0%	1.0%

For travel and other direct cost (ODC) estimating purposes, the contractor shall apply its customary burden rate(s) to the following

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**Name of Offeror or Contractor:** TUCSON EMBEDDED SYSTEMS INC

factors:

	<u>Travel</u>	<u>ODC</u>
Contract Year 1	\$100,000	\$120,000
Contract Year 2	\$ 30,000	\$ 80,000
Contract Year 3	\$ 15,000	\$ 30,000

(j) For pricing purposes, the expected or approximate date for initiation of contract performance is 3 December 2004.

(k) A copy the proposal shall be forwarded to the DCAA office listed below:

DCAA Arizona Branch Office  
Attention: Cynthia Cannon  
2741 W. Southern Avenue  
Suite 14  
Tempe, Arizona 85282-4242

(l) Information requested above is not intended to be restrictive or all inclusive. The offeror is encouraged to submit any other cost or financial information which may be helpful in the understanding and evaluation of their cost proposal; however, superfluous or elaborate documents are not desired.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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**Name of Offeror or Contractor:** TUCSON EMBEDDED SYSTEMS INC

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## 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	52.217- 5	EVALUATION OF OPTIONS	JUL/1990

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(END OF PROVISION)

NOTE: When varying prices are offered, depending on quantity ordered and time of exercise, the highest unit price offered for the total option quantity will be used for evaluation.