

Section B - Supplies or Services and Prices

POINTS OF CONTACT

The Points of Contact for this Solicitation are:

AMSRD-AMR-AA-C

Aviation Applied Technology Directorate
ATTN: Pat Hagginbothom, Contract Specialist
Bldg, 401, Lee Blvd.
Fort Eustis, VA 23604-5577

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Aviation Applied Technology Directorate
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	UACO Part 2 CPFF Unmanned Autonomous Collaborative Operations (UACO) Part 2 Program. The Contractor as an independent contractor and not as an agent of the Government shall furnish the personnel, facilities, and equipment, except as noted herein, necessary to perform work to develop, integrate, model, simulate and test the UACO in accordance with Section C and deliver data as set forth in Exhibit A, DD Form 1423.				

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

B-1 52.216-4102 (AATD) FIXED FEE (DEC 1992)

For satisfactory performance of all work required by this contract, including submittal of all data, the Contractor shall be paid the fixed fee in monthly installments based upon the percentage of completion of the work and subject to the provisions set forth in the clause of this contract entitled "Fixed Fee."

(END OF CLAUSE)

B-4 52.232-4103 (AATD) AVAILABLE AND ALLOTTED FUNDS (DEC 1992)

This contract is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. The following is applicable to paragraph (b) of the clause:

a. The amount presently available for payment and allotted to this contract is \$_____. Of this amount, \$_____ is allotted to the estimated cost and \$_____ is allotted to the fixed fee of this contract.

b. It is estimated that the amount presently available for payment and allotted to the contract will fund performance by the Contractor through approximately _____.

(END OF CLAUSE)

Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVESUACO, Part 2 Cooperative Engagement Demonstration
Statement of Objectives**BACKGROUND**

In future operations unmanned systems must act in concert with manned systems/units and work as a team to accomplish mission-level objectives with minimal human intervention or control. Current technology requires one or more operators per unmanned vehicle, provides limited true autonomy, and is void of inter-vehicle collaboration. Effective employment of unmanned vehicles needs increasing sophistication, capability and robustness in the areas of 1) individual vehicle mission autonomy, 2) collaboration, cooperation and data sharing among a heterogeneous mix of vehicles, and 3) human interaction in a combined manned-unmanned team. Unmanned Autonomous Collaborative Operations (UACO) is an Army Science and Technology Objective (STO) developed to advance the state of the art in these areas and, in particular, to demonstrate militarily relevant mission behaviors involving multiple unmanned air vehicles (UAVs).

The STO is being executed in two parts that are intended to extend the maturity of autonomous and collaborative behavior technology in an Army aviation context. Part 1 is being executed as an exploratory development effort intended to develop and demonstrate high-value militarily relevant UAV behaviors that are scalable across different UAV classes. Contracts for Part 1 (Solicitation number W911W6-04-R-0003) were awarded in FY04 to three separate teams led by PercepTek, Inc, Rockwell Scientific Company, and SAIC. These contracts will develop, integrate and demonstrate the following UACO mission behaviors: See & Avoid Cooperative Flight; Avenge Kill/Team Protection; Cooperative Reconnaissance/Security; Adjustment to Component Failures as a team; Network Adaptation for Assured Communications; Surveillance on several Moving Targets in Urban Terrain; and Establishment of Multiple Optimum Observation points.

Flight demonstrations of a selected subset of these behaviors are expected to result in a technology readiness level (TRL) of 5 at the end of Part 1 of this program.

This RFP is soliciting proposals for Part 2 of this STO, a cooperative engagement demonstration effort.

The effort under Part 2 is focused on advancing autonomous and collaborative capabilities in small UAVs, organic to FCS mounted/dismounted infantry companies, for collaborating with the ground user and other organic manned and unmanned assets in executing a cooperative target engagement mission. Efforts associated with Part 2 of the Unmanned Autonomous Collaborative Operation program are expected to achieve TRL 6.

In several aspects, achieving high levels of autonomy and collaborative teaming capabilities in a small UAV presents enormous technical challenges. The complete UAV system including air vehicles, operator control units and mission equipment modules is limited by size, weight, power and supportability constraints. Furthermore, they are required to support the dismounted soldier whose primary attention is not on controlling the UAVs, but on critical warfighting tasks possibly in an environment of close combat. Far from being a burden for the soldier, the UAVs have to be his pointman. This would entail the most intelligent behavior out of the smallest UAVs with limited resources, in the hands of an infantryman whose primary job is not operating UAVs. However, the impetus in the high payoff for the warfighter far outweighs these challenges. The payoff to the warfighter is in increased combat effectiveness through 1) enhanced lethality from the separation between sensor, shooter, and human user provided by using unmanned assets in a collaborative fashion, 2) improved survivability due to increased standoff and decreased human exposure to threats, and 3) higher unit efficiency allowing more attention to critical mission elements due to increased autonomy in UAVs reducing human user workload.

This UACO Part 2 program is intended to address these challenges and incorporate state-of-the-art autonomous and collaborative behavior technologies in small UAVs representative of the role of Class II UAVs in an FCS equipped Infantry Company. The program will include design, development, integration, test, and evaluation of high levels of autonomy in Class II representative UAVs and conclude with the participation of multiple, autonomous unmanned vehicles in an air-ground cooperative engagement demonstration.

STATEMENT OF OBJECTIVES

Program Objective:

The objective of the Part 2 program is to demonstrate air-ground cooperative engagements using small, highly autonomous UAVs enhancing the combat effectiveness of mounted/dismounted infantry companies by providing them increased survivability, standoff lethality, and higher unit efficiency.

Demonstration Objectives:

The cooperative engagement demonstration will occur in the context of the following broad mission outline: An FCS equipped Infantry Company receives a mission to conduct a movement to contact. The unit's designated unmanned system user/operator develops a high-level mission plan that will deploy a team of unmanned vehicles to execute this mission. The designated operator retains other unit mission duties and is not fully dedicated to operating the team of unmanned vehicles. The team of unmanned vehicles will conduct reconnaissance forward of the unit, detect targets, track them, and collaborate on either the engagement or hand-off of a chosen target. The team of unmanned (air and ground) vehicles will assist the unit in executing the mission with minimum operator intervention.

Key Performance Metrics:

The Government intends to use the following key performance metrics to assess the accomplishment of program objectives:

1. Demonstrate operator involvement with unmanned team of less than 50% of mission duration (30% desired).
2. Demonstrate target location error less than 10m (3m desired).
3. Demonstrate endurance greater than 1 hour for Class II representative UAV(s) (2 hours desired).

Anticipated Technical and Operational Characteristics:

The Government anticipates that a successful demonstration potentially includes some, but not all of the following technical and operational characteristics:

1. Demonstration of target detection by unmanned team against stationary and moving targets including personnel, and wheeled and tracked vehicles.
2. Demonstration of complete missions without disruptions in air vehicle or payload data link connections.
3. Demonstration in military operations in urban terrain (MOUT) conditions and/or in open and rolling terrain. For MOUT conditions, illustration of the unique operational challenges for small UAV(s).
4. Demonstration of day and night operations.
5. Utilization of multiple contractor-furnished unmanned vehicles, representative of FCS equipped Infantry Company organic assets, collaborating as a team in the demonstration. Multiple UAVs in demonstration are preferred. An Unmanned Ground Vehicle (UGV) in demonstration is preferred. Employment of surrogate or in-development unmanned vehicles if required. Set-up, launch and recovery of unmanned vehicles to need minimum personnel (no more than 2 preferred).
6. Utilization of an Unmanned Aerial Vehicle (UAV) representative of the role of an FCS Class II UAV in an infantry company. Vertical Take-off and Landing (VTOL) UAV is preferred. A lightweight payload of about 33 lbs is desired.
7. Integration of mission equipment on Class II representative UAV(s) that is platform independent, modular, and consistent with Class II UAV concept of operations. Representative EO/IR sensors & associated electronics, GPS/INS navigation packages & associated avionics, control & data links, and vehicle autonomy-related processing

hardware & software in mission equipment are desired. Additional laser- or radar-based sensor systems are highly preferred.

8. Demonstration of weapons engagement using Government furnished ground-based manned systems against stationary targets with targeting information provided by unmanned team.
9. Demonstration of unmanned vehicles, in particular highly autonomous Class II representative UAV(s), operating as an autonomous collaborative team and effectively and efficiently adapting to situational changes relevant to mission. Demonstration of collaboration among all entities involved in the mission. Demonstration of independent execution of mission tasks by unmanned team. Accomplishment of mission objectives with minimum necessary operator intervention.
10. Demonstration of a well-conceived operator interface to the unmanned team that is well matched to the autonomy and collaboration capabilities, and requires minimal effort to accomplish the mission efficiently and effectively by an operator who is not fully dedicated to operating the unmanned team. Demonstration of ground-based, compact operator control unit for unmanned team with minimum set-up time and resources. One operator using one hand-held device to control and interact with the unmanned team during a mission is desired.
11. Demonstration of highly dependable, rapid dissemination of information by communication links, both internal and external to the unmanned team, for mission execution. Demonstration of timely transmission of high bandwidth information to the operator. Demonstration of rapid dissemination of necessary targeting data for execution of fire missions by the ground unit.
12. Utilization of system architecture, interfaces, and message-passing protocols, to the maximum extent feasible, consistent with Joint Architecture for Unmanned Systems (JAUS) prescriptions.

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C-A1 52.204-4109 (AATD) EXPORT CONTROLS (DEC 1992)

Information generated in performance of this solicitation and/or contract is subject to export control by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or Executive Order 12470. Violation of these export laws is subject to severe criminal penalties.

(END OF CLAUSE)

C-A3 52.235-4110 (AATD) GUARANTEED FINAL REPORT (DEC 1992)

In the event the Contractor is unable to complete the entire work as specified in the contract because the cost of completion would be in excess of the funds allotted to the contract, the Contractor agrees, notwithstanding any other clauses or provisions of the contract, to furnish a final report as stipulated in the Contract Data Requirements List (CDRL) covering the work accomplished without any increase in the amount of funds allotted hereunder.

(END OF CLAUSE)

C-A6 52.227-4111 (AATD) RIGHTS IN TECHNICAL DATA (DEC 1992)

In accordance with DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items, and 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, it is agreed that there has not been any identification of technical data or computer software that will be delivered with other than unlimited rights. Accordingly, the Contractor agrees the Government shall have unlimited rights in all technical data and computer software delivered under the terms of this contract.

(END OF CLAUSE)

C-A7 USAAMCOM 52.223-4001 - STATEMENT OF WORK--DATA/SOFTWARE AND OZONE-DEPLETING SUBSTANCES (JUL 1993)

Notwithstanding whether the use of ODSs has been approved for this current contract, ODS/ODC specifications or requirements shall not be incorporated into data or software delivered hereunder, including the initial preparation of or any changes, updates or modifications made to the Technical Data Package (TDP), Depot Maintenance Work Requirement (DMWR), drawings or manuals unless specifically authorized herein or approved in writing by the contracting officer in advance of delivery.

(END OF CLAUSE)

C-A9 52.246-4003 TERMINOLOGY/CALIBRATION (USAAMCOM)

(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

(END OF CLAUSE)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 17-DEC-2004 TO 30-JUN-2007	N/A	AVIATION APPLIED TECHNOLOGY DIRECTORATE PATRICA A. HAGGINBOTHOM LEE BLVD, BLDG 401 ATTN: (SEE ATTACHED SCHEDULE) FORT EUSTIS VA 23604-5577 757-878-4818 FOB: Destination	W911W6

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

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F-2 USAAMCOM 52.211-4010 - DELIVERY SCHEDULE (AUG 2001)

The delivery schedule for all data and reports is as specified on the DD Form 1423, Exhibit A.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G1. REMITTANCE ADDRESS

Address to which payments should be mailed if such address is different from address shown in Block 15A of SF 33 or Block 7 of SF 26:

(Company Name)

(Street/Post Office Box)

(City/State/Zip Code)

G2. SUBMISSION OF INVOICES

a. Invoices shall be submitted in accordance with instructions furnished by the cognizant Administrative Contracting Officer (ACO), specified on page 1 (Standard Form 26), Block 6 of this contract.

b. One copy of each invoice shall be submitted to the Aviation Applied Technology Directorate, Attn: AMSRD-AMR-AA-C, Pat Hagginbothom, 401 Lee Blvd., Fort Eustis, VA 23604-5577.

G-3 USAAMCOM 52.245-4006 - DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (OCT 1992)

(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODACC).

(b) The DODACC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.

(c) To facilitate the assignment of the DODACC, the contractor must provide the following information:

(1) Mailing Address (including 9 digit zip code):

(2) Freight Address:

(3) Contractor and Government Entity (CAGE) Code where the government property is to be delivered:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

G-4 52.204-4145 (AATD) PAYMENT INSTRUCTIONS FOR MULTIPLE FUND ACCOUNTING CITATIONS (AUG 1994)

a. Multiple accounting classifications are/will be applicable to this contract. Pursuant to DFARS 204.7107(e)(3), it has been determined the contract line item number quantity is such that it cannot be divided to relate to a single accounting classification.

b. In an effort to utilize funds prior to cancellation, all invoices/vouchers received are to be paid in the following order until each ACRN is fully disbursed: ACRNs AA

AB
AC

(END OF CLAUSE)

G-7 52.242-4139 (AATD) ASSIGNMENT OF CONTRACT ADMINISTRATION SERVICES (CAS) FUNCTIONS (MAR 1993)

a. The contract administration functions stated in FAR 42.302(a) are assigned to: See Section A

b. Notwithstanding that assignment, in accordance with FAR 42.202(b)(2), the following functions are determined to be best performed by the PCO and are retained by the AATD Contracting Office:

(1) FAR 42.302(a)(3) Conduct postaward orientation conferences.

(2) FAR 42.302(a)(15) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.

(3) FAR 42.302(a)(20) Perform Postaward Security Administration.

(4) FAR 42.302(a)(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(5) FAR 42.302(a)(44) Perform engineering analyses of contractor cost proposals.

(6) FAR 42.302(a)(51) In accordance with FAR 52.244-2, consent to the placement of subcontracts which have experimental, developmental, or research work as one of its purposes.

(7) Approval or disapproval of the data items listed on Exhibit A, DD Form 1423, Contract Data Requirements List.

(8) Review and approve Contractor submissions under the "Patents" clause.

(END OF CLAUSE)

Section H - Special Contract Requirements

H-1

H-1. INSURANCE (Cost Reimbursement Contract)

Pursuant to the requirements of the contract clause titled "Insurance-Liability to Third Persons", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability and \$1,000,000 for property damage.

c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.

CLAUSES INCORPORATED BY FULL TEXT

H-14 52.210-4004 (USAATCOM) ALTERNATIVES TO MILITARY SPECIFICATIONS AND STANDARDS (JAN 1995) - ALTERNATE I (JAN 1995)

The offeror or contractor is encouraged to propose alternative non-Government standards and industry-wide or Federal Aviation Administration approved practices for the proposed contract efforts, that meet the level of safety and performance of the listed military specification and standard requirements, for Government consideration. The alternative offer shall substantiate having the equivalent level of safety and performance as the listed requirements, and that requalification is not required or that with the cost of requalification there is a net life cycle cost savings. All proposal offers to provide such acceptable alternatives shall contain a commitment incorporated in the model contract to perform the alternative requirement. During performance of a contract, with Government written concurrence, any additional such changes become effective upon executing a binding commitment to perform the alternate requirement.

(END OF CLAUSE)

H-15 52.210-4144 (AATD) GOVERNMENT FURNISHED DATA (MAR 1993)

See L-30. For performance of work under this contract, the Government will furnish the following data in the quantities and by the required date stated below:

Note: Offeror shall delineate below data requirements based upon technical approach.

	Description	Date Required
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- a.
- b.
- c.

(END OF CLAUSE)

H-16 52.245-4113 (AATD) CONTRACTOR FURNISHED PROPERTY (DEC 1992)

See L-30. For performance of this contract, the Contractor shall furnish:

Note: Offer shall delineate below all proposed contractor furnished property to perform the proposed technical approach:

(END OF CLAUSE)

H-18 52.245-4125 (AATD) GOVERNMENT FURNISHED PROPERTY (DEC 1992)

See L-30. For performance of work under this contract, the Government will furnish the following property in the quantities and by the required delivery dates stated below:

Note: Offeror shall delineate below the necessary GFP and required date to perform the proposed technical approach. (This is property that will become accountable under the resulting contract):

<u>P/N</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>VALUE</u>	<u>DELIVERY DATE</u>
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(END OF CLAUSE)

H-19 52.245-4141 (AATD) ACCESS TO GOVERNMENT INSTALLATION/EQUIPMENT (MAR 1993)

As required, the Contractor will have access to installation, facilities, equipment and support to provide on-site demonstration of autonomous unmanned vehicles in an air-ground cooperative engagement.

Note: See L-30. Offeror shall delineate below any Government property (i.e., targets, weapon delivery systems, etc.) required to perform the technical approach. This is property the Government will furnish on-site at the demonstration location, but will not be accountable under the contract.

Note: See L-30. Offeror shall specify below the access (e.g., Fort Benning)/support requirements required to perform the technical approach:

(END OF CLAUSE)

H5. CONTRACTOR'S ORGANIZATION AND KEY PERSONNEL

a. The contractor's organization shall be established with authority to effectively accomplish the objectives of the Statement of Work. This organization shall become effective upon award of the contract and its integrity shall be maintained for the duration of the contract effort.

b. The key personnel listed in paragraph c below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain the written consent of the contracting officer. In order to obtain such consent, the contractor shall provide advance notice of the proposed changes and shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

c. Key Personnel List

<u>NAME</u>	<u>POSITION</u>
_____	_____
_____	_____
_____	_____
_____	_____

d. Prior to permanently reassigning any of the specified individuals to other contracts, the contractor shall provide the Contracting Officer not less than thirty (30) days advance notice and shall submit justification (including

proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No reassignment shall be made by the Contractor without written consent of the Contracting Officer. The "Key Personnel" list may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996

252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Apr 2003) - Alternate I	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far>
<http://www.acq.osd.mil/dpap>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

- a. FAR Clause 52.216-7, Allowable Cost and Payment, is altered to indicate "14th day" in paragraph (a)(3)
 - b. FAR Clause 52.222-2, Payment for Overtime Premiums, is altered to indicate "Zero" in paragraph (a)
 - c. FAR Clause 52.232-25, Prompt Payment, is altered to indicate "30th day" in lieu of "7th day" in (a)(5)(i)
 - d. FAR Clause 52.243-7, Notification of Changes, is altered to indicate "30 calendar days" in paragraphs (b) and (d)
 - e. FAR Clause 52.244-2, Subcontracts, is altered to indicate "any subcontract with experimental, development or research work as its purpose" in paragraph (e) and paragraph (k) is altered to include (list those subcontracts evaluated in negotiations)
 - f. DFARS Clause 252.235-7010, Acknowledgement of Support and Disclaimer, is altered to indicate U.S. Army Aviation Applied Technology Directorate (AATD) in paragraphs (a) and "Contract Number W911W6-05-C-XXXX" in paragraph (a)
- (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Exhibit A	CDRL A001: Contract Performance Plan
Exhibit A	CDRL A002: Technical Progress Report
Exhibit A	CDRL A003: Performance and Cost Report
Exhibit A	CDRL A004: Final Report
Exhibit A	CDRL A005: System Functional Requirements Document
Exhibit A	CDRL A006: Preliminary Design Description Document
Exhibit A	CDRL A007: System Design Description
Exhibit A	CDRL A008: System Readiness Report
Exhibit A	CDRL A009: Demonstration Test Plan
Exhibit A	CDRL A010: Demonstration Report
Exhibit A	CDRL A011: Software/Hardware Documentation
Exhibit A	Attachment (Addressee Listing/Distribution Statements)
Attachment 1	Past Performance Questionnaire

Section K - Representations, Certifications and Other Statements of Offerors

SECTION K

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

OF OFFERORS (R&D Contracts)

NAME OF OFFEROR (Firm or Organization) _____

OFFEROR DUNS NUMBER _____

SOLICITATION/CONTRACT NUMBER _____

K-1. FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

(End of provision)

**K-2. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (APR 1991) (DEVIATION)**

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

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

(End of provision)

[DOD only, class deviation 90-O0001, effective 8 May 90, until the FAR is revised]

THE OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE

WASHINGTON, DC 20301-4000

May 08, 1990

PRODUCTION AND LOGISTICS
P/DARS

In reply refer to
DAR Case: 90-9/89-300
D.L. 90-07

MEMORANDUM FOR DIRECTORS OF DEFENSE AGENCIES DIRECTOR, CONTRACTING, OASA (RD&A)
/ SFRD-KP DIRECTOR, CONTRACTS AND BUSINESS MANAGEMENT, OASN (RD&A)

DIRECTOR, CONTRACTING AND MANUFACTURING POLICY, SAF / ACQ

EXECUTIVE DIRECTOR, CONTRACTING, DLA-P EXECUTIVE DIRECTOR, CONTRACTING
MANAGEMENT, DIA-A

SUBJECT: Limitation on Payment of Funds to Influence Federal Transactions, FAR Subpart 3.8

The Office of Management and Budget issued a memorandum on March 3, 1990, clarifying its interim final rule issued on December 20, 1989, on "Government wide Guidance for New Restrictions on Lobbying."

To implement these clarifications, I have approved a class deviation to our interim Federal Acquisition Regulation (FAR) rule that was published in the Federal Register on January 30, 1990, and in Federal Acquisition Circular 84-55. The certification required by Offerors at 52.203-11 now applies only to the procurement for which the certification is being obtained, not to "any" contract. Further, certifications are required only for awards in excess of \$100,000 made on or after December 23, 1989. Certifications are not required for contracts awarded prior to December 23, even if the contract is modified after that date.

These clarifications will be incorporated into the final FAR rule.

Elenor R. Spector
Deputy Assistant Secretary of
Defense (Procurement)

K-3. FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

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

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

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

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- Sole proprietorship.
- Partnership.
- Corporate entity (not tax-exempt).
- Corporate entity (tax-exempt).
- Government entity (Federal, state, or local).
- Foreign government.
- International organization per 26 CFR 1.6049-4.
- Other _____

(f) *Common parent.*

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

Name _____

TIN _____

(End of provision)

K-4. 52.204-4128 (AATD)

MILITARILY CRITICAL TECHNICAL DATA AGREEMENTS (DEC 1992)

In accordance with the Militarily Critical Technical Data Agreements, you must have a seven-digit certification number as a condition of receiving militarily critical technical data. Please provide your certification number in the space provided _____.

K-5. FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

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

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

(End of provision)

K-6. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

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

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

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

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

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

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

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

**K-7. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS (DEC 2001)**

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

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-8. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

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

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

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

(3) "*Significant interest*" means--

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

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

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

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

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

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

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

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

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

(End of provision)

K-9. FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

[] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

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

Place of Performance
(Street Address, City,
County, State, Zip Code)

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

(End of provision)

**K-10. FAR 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS –
NEGOTIATION (OCT 1997)**

The Offeror has [*check the appropriate block*]:

[] (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [*insert date of signature on submission*] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [*insert changes that affect only this proposal; if "none," so state*]:

[] (b) Enclosed its annual representations and certifications.

NOTE: The Aviation Applied Technology Directorate does not maintain Annual Representations and Certifications.

(End of provision)

**K-11. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is
___541710_____.

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

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

(b) *Representations.*

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

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

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

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

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

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

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

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

(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 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 section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

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

(End of provision)

ALTERNATE I (APR 2002).

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

**K-12. FAR 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED
INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM
(MAY 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

NO. OF EMPLOYEES AVG.

- 50 or fewer
 51 - 100
 101 - 250
 251 - 500
 501 - 750
 751 - 1,000
 Over 1,000

ANNUAL GROSS REVENUES

- \$1 million or less
 \$1,000,001 - \$2 million
 \$2,000,001 - \$3.5 million
 \$3,500,001 - \$5 million
 \$5,000,001 - \$10 million
 \$10,000,001 - \$17 million
 Over \$17 million

(End of provision)

**K-13. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The Offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-14. FAR 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-15. FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT
REPORTING REQUIREMENTS (DEC 2001)**

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

(End of provision)

**K-16. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (AUG 2003)**

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of provision)

K-17. DFARS 252.225-7000

**BUY AMERICAN ACT--BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (APR 2003)**

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

(b) *Evaluation.* The Government--

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

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

(c) *Certifications and identification of country of origin.*

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

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

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

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

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

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

<u>Line Item Number</u>	<u>Country of Origin (if known)</u>
_____	_____
_____	_____
_____	_____

(End of provision)

K-18. DFARS 252.225-7003

REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

(a) The Offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if--

(1) The offer exceeds \$10 million in value; and

(2) The Offeror is aware that the Offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for--

- (1) Subcontracts;
- (2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(c) The Offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(d) The Offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

K-19 DFARS 252.225-7031

SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

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

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

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

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

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

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

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

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

(End of provision)

K-20. FAR 52.227-6

ROYALTY INFORMATION (APR 1984)

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

(1) Name and address of licensor.

(2) Date of license agreement.

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

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

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

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

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

(End of provision)

K-21. DFARS 252.227-7017

**IDENTIFICATION AND ASSERTION OF USE,
RELEASE, OR DISCLOSURE RESTRICTIONS
(JUN 1995)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

K-22. DFARS 252.227-7028

**TECHNICAL DATA OR COMPUTER SOFTWARE
PREVIOUSLY DELIVERED TO THE GOVERNMENT
(JUN 1995)**

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

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government’s rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

K-23. FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

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

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

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

I. Disclosure Statement – Cost Accounting Practices and Certification

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

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

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

(c) *Check the appropriate box below:*

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

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

Date of Disclosure Statement: _____

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

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

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

(4) *Certificate of Interim Exemption.* The Offeror hereby certifies that—

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

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

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

II. Cost Accounting Standards – Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes [] No []

(End of provision)

ALTERNATE I (APR 1996).

[] (5) *Certificate of Disclosure Statement Due Date by Educational Institution.*

If the Offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the Offeror hereby certifies that (*check one and complete*):

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

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

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

K-24. DFARS 252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

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

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

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Aviation Applied Technology Directorate, (Attn: P. Hagginbotham) Bldg 401, Lee Boulevard, Fort Eustis, VA 23604-5577.

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

(End of provision)

52.252-5 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.

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

(End of provision)

L13. Questions Concerning the Solicitation

If an Offeror has any questions concerning this solicitation, it is recommended that they be submitted in writing no later than (10) calendar days prior to the closing date of the solicitation. Questions received after that time may not receive a response.

L-16 USAAMCOM 52.204-4000 – SIGNATURE AUTHORITY (DEC 1992)

(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. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

(End of provision)

L-18 USAAMCOM 52.209-4006 – FINANCIAL AND TECHNICAL ABILITY (OCT 1992)

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

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

(End of provision)

L2. AMC-Level Protest Program

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office

(GAO), or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in Federal Acquisition Regulation 33.103. Send protests (other than protests to the contracting officer) to:

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

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

Facsimile number (703) 806-8866 or -8875

The AMC-level protest procedures are found at:
<http://www.amc.army.mil/amc/cc/protest.html>

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

L-21 USAAMCOM 52.219-4000 – SUBMISSION OF SUBCONTRACTING PLAN – ALTERNATE I (OCT 1997)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit two (2) copies of the subcontracting plan required by the clause in Section I, FAR 52.219-9, entitled SMALL BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses.

(b) Each page of the subcontracting plan shall be marked with solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal. The Government reserves the right to discuss the subcontracting plan after the receipt of final proposal revisions, in which case such discussions shall not constitute a re-opening of negotiations.

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

Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

(End of provision)

L-25 52.204-4129 (AATD) MILITARILY CRITICAL TECHNICAL DATA AGREEMENTS (SEP 1999)

a. A certification is required by U.S. or Canadian contractors that wish to obtain access to unclassified technical data disclosing militarily critical technology with military or space application that is under the control or in the possession of the U.S. Department of Defense (DoD) or the Canadian Department of National Defence (DND).

b. As a condition of receiving militarily critical technical data, you must have a seven-digit certification number. You may request a certification number from the Defense Logistics Information Service (DLIS) by forwarding a DD Form 2345, "Militarily Critical Technical Data Agreement," to DLIS. You may obtain the DD Form 2345 by contacting DLIS at the following address:

Customer Service Office
Defense Logistics Information Services
74 Washington Avenue North, Suite 7
Battle Creek, Michigan 49017-3084
Telephone: 1-269-961-4513

c. You may also obtain a DD Form 2345 from the DLIS Web Site at <http://www.dlis.dla.mil/jcp/faq.htm>. The form is available for printing in three different formats: Perform Pro, Form Flow 2.0 and Adobe PDF. Instructions for filling out and dispatching the form are included. A copy of the requesting firm's state/provincial license, incorporation certificate, sales tax identification form or other documentation which verifies the legitimacy of the company must accompany all DD Forms 2345.

d. At this time, there are no associated subscription charges related to the assignment/maintenance of certification numbers.

e. Prior to award to a foreign firm, a determination by the Department of the Army (DA) that the government of the foreign contractor meets appropriate disclosure restrictions, and is, thereby, eligible to participate in the program may be required.

f. DO NOT DELAY SUBMISSION OF YOUR OFFER PENDING RECEIPT OF YOUR CERTIFICATION NUMBER.

(END OF PROVISION)

L-26 52.210-4130 (AATD) DISPOSITION OF DRAWINGS/SPECIFICATIONS (DEC 1992)

Recipients of the solicitation electing not to submit an offer are not required to return the solicitation package. Unclassified solicitations may be retained or destroyed at the recipient's discretion. Disposition of classified solicitations (the classified part(s) thereof) must be in accordance with Section 7 of the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M).

(END OF PROVISION)

L-27 52.210-4142 (AATD) GOVERNMENT FURNISHED DATA (MAR 1993)

Data listed in sections C or H as Government Furnished Data will only be furnished to the successful offeror.

(END OF PROVISION)

L-28 52.212-4131 (AATD) ANTICIPATED EFFECTIVE DATE OF CONTRACT (DEC 1992)

For proposal preparation purposes only, the effective date of the contract resulting from this solicitation should be assumed to be _____ Dec 17, 2004 _____.

(END OF PROVISION)

L6. Proposal Submission

a. You are invited to submit a proposal in accordance with Paragraph L30, Proposal Preparation and Submittal, to arrive at the office specified in Subparagraph c below no later than 1300, prevailing local time, 17 September 2004.

b. All proposals delivered in response to this solicitation shall reflect the following on the address label:

(1) Address indicated in subparagraph c below

(2) Solicitation Number _____ W911W6-04-R-0015 _____

(3) The legend "TO BE DELIVERED UNOPENED TO _____ Pat Hagginbothom _____ "

(4) The volume and copy number contained in each box

c. All proposal documents must be delivered to U.S. Army:

Aviation Applied Technology Directorate
Attn: AMSRD-AMR-AA-C (Pat Hagginbothom)
Building 401, Lee Boulevard
Fort Eustis, VA 23604-5577

d. Please do not submit a transmittal letter with your bid or proposal. Such a letter is unnecessary and statements therein frequently create conflicts or ambiguities, raising the possibility that your bid is nonresponsive to the invitation or that your proposal takes exception to the terms and conditions of the solicitation.

L8. Sequence of Events During Proposal Evaluation

The Government will employ streamlined source selection techniques to evaluate proposals, conduct negotiations and determine the successful offeror in this acquisition. The following describes the sequence of events offerors can expect during proposal evaluation and negotiation:

a. Definition of Offer: Response to the solicitation that, if accepted, would bind the offeror to perform the resultant contract.

b. The offeror's proposal shall be submitted in accordance with the provision herein entitled "PROPOSAL PREPARATION AND SUBMITTAL".

c. Upon receipt, proposals will be reviewed for completeness and compliance with RFP requirements.

d. The proposal will receive detailed evaluation employing the criteria identified in Section M of this RFP.

e. Upon completion of initial evaluation, the Government will either (i) award without discussion, or (ii) render a competitive range determination. For those offerors determined to be within the competitive range, the Government may provide Discussions Items to offerors determined to be within the competitive range. The Government may desire to review Discussion Items with offerors at time of release or after receiving responses; offerors should be prepared to make themselves available for such reviews.

f. A Discussion Item will be used when a section of a proposal is not clear enough to enable a fair and complete evaluation of an offeror's capabilities. Insufficient definition of an approach, inconsistencies within a proposal, and inadequate substantiation are also examples of reasons to generate a Discussion Item. Discussion Items will be also be used when an offeror's proposal fails to meet minimum Government requirements. This includes weaknesses significant enough to influence an adjective rating lower than acceptable or a risk rating above low.

g. If discussions are conducted the Contracting Officer will request Final Proposal Revisions (FPRs). The Contracting Officer shall establish a common due date for the submission of Final Proposal Revisions.

h. THE GOVERNMENT RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON INITIAL OFFERS, WITHOUT DISCUSSIONS.

L-30

52.215-4135 (AATD) PROPOSAL PREPARATION AND SUBMITTAL (DEC 1992)

A. GENERAL INSTRUCTIONS

1. These instructions provide guidance to the offeror in preparing the proposal and describe the approach for development and presentation of the proposed data in response to this solicitation.

2. The proposal must comply fully with these instructions. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION. The proposal shall include all of the information requested in these instructions.

3. The offeror should clearly state how they intend to accomplish this effort, present a clear, complete Statement of Work to which they propose to be bound, clear definition of the content of data items they propose to deliver, and present a schedule detailed to the WBS. Relevance to this acquisition effort is critical.

4. Offerors are advised that prior to award the Government intends to incorporate the successful offeror's proposed Statement of Work and data item content descriptions into any resulting contract.

B. DELIVERY INSTRUCTIONS

Offerors shall submit one original proposal, clearly marked as the original, of each volume, one electronic copy on a CD, and any additional copies as set forth below. Each volume shall have a cover sheet marked with the volume number, copy number (e.g., Copy 1 of 3), title, RFP identification, classification and offeror's name.

C. SPECIAL INSTRUCTIONS FOR PREPARATION OF PROPOSALS

Offerors shall use the Statement of Objectives together with the following instructions and other applicable portions of the RFP when preparing their proposals. Offerors shall structure their proposals such that there are 3 clearly identifiable volumes including Technical/Program Management, Business, and Past Performance.

1. **Technical/Program Management Volume.** The Technical/Program Management volume shall not exceed a total of 75 pages (exclusive of section dividers, table of contents, list of figures/tables, glossary of terms, and cross-referencing indices). Evaluators will read only up to the maximum number of pages specified. Pages shall be standard 8 1/2 x 11 inch paper and type shall be not less than a 10-pitch minimum font size. This page count shall include all narrative descriptions, engineering estimates, tables, figures, charts, schedules, photographs, and so on. The Technical/Program Management proposal shall include, in addition to a complete SOW, a description of the background of relevant research and development work, the demonstration approach, the technology basis underlying this effort, and the program management approach, and any additional information as deemed necessary by the offerors. No costs are to be shown in the Technical/Program Management Volume. The offeror shall comply with the following specific instructions when preparing the Technical/Program Management volume:

- 1.1. **Demonstration Approach:**

- 1.1.1. Offerors should propose a demonstration package consisting of multiple test vignettes that conform to the broad scenario outline given in the SOO. Offerors may assume that weapons engagements will not be allowed in MOUT scenarios. Assume weapons engagements only for open/rolling terrain scenarios.

- 1.1.2. Offerors should propose technical performance measures for individual test vignettes derived from the key performance metrics provided in the SOO. Offerors should develop system functional requirements and propose an efficient and affordable system design and implementation responsive to these requirements.

- 1.1.3. Government desires Contractor-furnished unmanned vehicles. Proposals should address all unmanned vehicle associated equipment necessary to conduct demonstrations. Offerors should provide detailed descriptions of vehicle systems, mission equipment including sensor payloads, software enabling autonomous collaborative capabilities, and supporting component technologies proposed for use in the demonstration. NOTE: Offerors should review AR 95-23, Unmanned Aerial Vehicle Flight Regulations, including the applicability statement on page i of the regulation, to determine if the regulation applies to the class of UAVs the offeror proposes for this effort. The offerors should review AR 95-20, Contractor's Flight and Ground Regulation and assess whether they wish to comply with the regulation, seek waivers through the applicable Government Flight Representative or eliminate all risk of loss of or damage to aircraft to the Government and therefore render AR 95-20 inapplicable. Offerors shall specifically discuss in their proposals the supporting rationale for their choice of alternative, and how they intend to maintain regulatory compliances/waiver/non-applicability within contract SOW/schedule.

- 1.1.4. Anticipate demonstration at a test-site arranged for by the Government. For planning purposes, offerors may assume Ft. Benning, GA to be the test location. Offerors may assume Government-furnished target vehicles, range support personnel and equipment at this site. Offerors may assume that target vehicle types available at test-site are limited to specific types of tanks, Armored Personnel Carriers (APCs), and commercial vehicles. These targets are not intended for weapons engagement. Offerors shall clearly identify Government-furnished targets, support personnel and equipment required for each test vignette proposed. Offerors should describe planned roles and requirements for each Government-furnished target, person and equipment identified.

1.1.5. Offerors may assume availability of Government-furnished ground-based manned weapons delivery systems, targets, and associated support at the test-site for planning vignettes involving weapons engagement. If proposed, include no greater than 10 weapons engagement events. Assume weapons delivery systems available from Government are limited to mortar, artillery and small arms. Assume targets available from Government are limited to stationary ground vehicles and fixed building structures. Offerors should clearly identify Government-furnished weapons delivery systems, targets, support personnel and equipment required for each weapons engagement test vignette proposed. Offerors should describe planned roles and requirements for each Government-furnished weapons delivery system, target, person and equipment identified.

1.2. Technology Basis:

1.2.1. Offerors should describe their technical approach to enabling autonomous, collaborative capabilities to include substantiation of its merits and clear delineation of its limitations, in particular as applied to application in complex terrain such as MOU.

1.2.2. Offerors should provide a clear, rigorous and complete description of planning, assessment, decision aiding, and other algorithms they propose.

1.2.3. Offerors should clearly link elements of their technical approach to the capabilities they will enable in the demonstration system.

1.2.4. Offerors may assume that demonstration of high levels of autonomy supersedes JAUS constraints in developing their technical approach.

1.3. Program Management:

1.3.1. Offerors shall provide task layout, ordering, scheduling, duration, man loading, and identification of dependencies.

1.3.2. Offerors shall, as a minimum, conduct a Preliminary Design Review, a Final Design Review and a Demonstration Readiness Review.

1.3.3. Contract Data Requirements List (CDRLs) included in this solicitation broadly address requirements to ensure adequate Government visibility and participation in the execution of the program.

1.3.4. Offerors are advised to refine and modify the CDRLs provided to better represent offeror's program management approach and deliverables.

1.3.5. Offerors shall include a comprehensive risk mitigation strategy that describes their approach to risk reduction during software development and verification, software and hardware integration, evaluation in simulation and flight, and during the final demonstration. Offerors shall identify potential risk areas for each stage and appropriate risk mitigation steps.

1.3.6. Offerors shall identify and provide resumes for all key persons assigned to the project. Offerors shall summarize educational accomplishments, occupational experiences, other pertinent related qualifications and information, and responsibilities under this effort for key persons identified.

2. Business Volume. The Business volume can be in contractor format with no maximum page count; however, this volume must be separately bound from the other sections. The offeror shall ensure the information in the Business volume is consistent with the information contained in the other volumes. The burden of proof as to cost credibility rests with the offeror. The offeror shall comply with the following specific instructions when preparing the Business Volume:

- 2.1. Total programmed funding available includes \$8M for the contract and \$1M for Government arranged test-site, weapons delivery systems, target vehicles, and associated equipment and support costs. On a Government fiscal year (FY) basis the funding is as follows: \$4.0M for FY05, \$3.8M for FY06, and \$200K for FY07. The Government estimates a 30-month total period of performance, 27 months to complete all technical effort, and an additional 3 months to complete the final report. Offerors are advised that proposals that do not comport with these expectations could be considered unaffordable. Offerors proposing outside of this profile assume the risk of non-affordability.
- 2.2. One (1) complete copy of the solicitation (SF 33 through Section M).
 - 2.2.1. Section A. Complete the OFFER part of the Standard Form 33 format. An official having the authority to bind the firm contractually must sign the SF 33. See L-16.
 - 2.2.2. Section B. Complete the fill-ins to record the proposed cost/price.
 - 2.2.3. Section G. Complete any required information in the spaces provided.
 - 2.2.4. Section H. Complete any required information in the spaces provided.
 - 2.2.5. Section K. Complete all the required certifications, representations, and other statements of the offeror unless annual reps and certs are on file with the ACO. If so, provide the location and contact information for any inquiry.
 - 2.2.6. Provide other comments concerning the acceptability of all terms and conditions of the solicitation to include exceptions to the proposed distribution statements contained in the Contract Data Requirements List (CDRL).
- 2.3. Amendments to the solicitation must be acknowledged by written signature of an official having the authority to bind your firm by the completing the SF 30 or appropriate annotation on the SF 33 in block 14.
- 2.4. The Offeror shall submit a Subcontracting Plan in accordance with FAR Clause 52.219-9 and DFARS Clause 252.219-7003 (for reference see also Appendix DD, AFARS Part 5119.7). Minimum content requirements are addressed in FAR 52.219-9. The negotiation of a subcontracting plan shall not be considered as reopening of negotiations closed by a final proposal revision. This requirement is not applicable to Small Business Concerns.
- 2.5. If GFP/GFD/GFF, etc. are required for performance of any resulting contract and are not identified in the solicitation as items the Government will furnish, any such requirements shall be identified not only in this volume but also prominently in the Technical volume.
- 2.6. Exhibit A, DD Forms 1423 (CDRL) with Blocks 17 and 18 filled in.
- 2.7. Other documentation required by the solicitation, for example, identity of any technical data or computer software that you or proposed subcontractors assert will be furnished to the Government with limitations/restrictions on Government use pursuant to DFARS 252.227-7017.
- 2.8. Cost/Price Proposal. The Cost/Price proposal in the business volume should contain the following as instructed below:

FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997), ALTERNATE III (OCT 1997), ALTERNATE IV (OCT 1997) and as prescribed in 15.408(l)(4), replace the text of the basic provision with the following:

- (a) Submission of cost or pricing data is not required.
- (b) Requirements for other than cost or pricing data.
 - (1) The Contractor shall develop cost estimates in accordance with its approved estimating system. Standardization of man-hour, and direct cost are necessary for the government technical staff to

efficiently evaluate cost realism. Provide this data in the following format with supporting attachments:

- a. A man-hour summary table stratified by labor category and subtask and calendar year.
- b. Provide a rate table by calendar year and state whether the rates are Forward Pricing Rate Agreement or Forward Pricing Rate Proposal and date upon which agreement was reached or proposal submitted.
- c. Provide summary tables of all direct costs by category by subtask by calendar year.

The cost information shall establish reasonableness, realism and completeness of the proposed contractor cost and must provide sufficient detail to support the contractor price proposed. The pricing sheets must include all proposed cost elements (man-hours, materials and other direct costs) and display the associated direct and indirect rates applied in the computation of each cost. The pricing sheets shall be at Level I, (total program level), Level II (task level), and Level III (sub-task level) by calendar year.

- (2) The Contracting Officer, or an authorized representative of the Contracting Officer, shall have access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-5(4).
- (3) In the event the PCO determines a need for audit assistance, you will be instructed to also submit one copy of the proposal and supporting attachments to the cognizant: a. Administrative Contracting Officer and b. Contract Auditor.
- (4) Subcontract data must be adequate to ensure the proposed technical effort is consistent with the proposed cost. Man-hours, materials, travel costs, and other significant costs must be estimated for all proposed subcontracts, both competitive and noncompetitive. Per FAR 15.404-3(b), the prime contractor or higher tier subcontractor is responsible for conducting appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices; the results of these analyses should be submitted as part of your proposal. In the event the PCO determines a need for audit assistance on any subcontract you will be instructed to have the subcontractor submit one copy of the proposal and supporting attachments to the subcontractor's cognizant: a. Administrative Contracting Officer and b. Contract Auditor to expedite pricing assistance.
- (5) Alternate III (OCT 1997). As prescribed in 15.408(l)(3), add the following as paragraph (d) to Alternate IV:

The offerors shall submit (2) copies of the pricing sheets on diskette(s) or on compact discs (CDs). All electronic data must be compatible with Windows NT or Windows 2000, virus free, on 3.5" (1.44Mb) floppy disk and /or CD. If files are compressed, they must be "self-extracting -archives" (no software needed to decompress). The cost data should be generated on a minimum of Microsoft Excel 97. The worksheets must contain all formulas. The programs must be self explanatory and usable without relying on contact with the offeror for further instructions. The cost estimating sheets should be formatted as instructed above for both the prime and major subcontractors.

- (6) 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 afore-stated asset types consistent with Department of Defense (DD) Form 1861.

- (7) Any contract resulting from this solicitation will provide for incremental funding. Offerors should include in proposals an expenditure curve (cost and fee) depicting the proposal expenditures by month. The expenditure curve should include any termination liability.

2.9. Other necessary documentation.

3. Past Performance Volume. The Past Performance volume does not have a page limitation. This volume shall identify and briefly describe relevant R&D autonomy technology related projects whether ongoing or completed within the last three years. The offeror will provide a self-assessment of its performance on the particular project including; quality of the product or service, schedule (meeting critical milestones), cost control (forecasting, managing and controlling costs), and business relations with the customer/management of key personnel.

The offeror shall complete the Past Performance Questionnaire Form. The offerors shall complete the questionnaire form for its five most relevant contract efforts whether on going or completed within the last three years. The offerors should also provide completed questionnaires for each proposed subcontractor on its three most relevant contract efforts. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. **The offeror shall furnish the worksheets with the contract details and points of contact to the Government two weeks after solicitation issuance.** The Government will review the information furnished by the offeror and coordinate and confirm the offeror's responses with the appropriate points of contact. If the Government receives any adverse comments, the Government will provide these to the offeror for their response, separate from discussions.

- 3.1. All information required pertains to all proposed first-tier subcontractors with whom the Offeror is teaming, as well as the Offeror. The Offeror shall submit with its proposal their first tier subcontractors' letter(s) of consent allowing the Government to disclose the subcontractors' past performance to the Offeror during negotiations.
- 3.2. Performance. For each of the contracts described above the Offeror shall describe the objectives achieved detailing how the effort is similar to the requirements of this solicitation. For any contracts that did not meet the original requirements with regard to original cost, schedule, or technical performance, the Offeror shall provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The Offeror shall list each time the delivery schedule was revised, and provide an explanation of why the revision was necessary. The Offeror shall also provide a copy of any cure notices or show cause letters received on each contract listed and description of any corrective action taken. For any terminated contracts, the Offeror shall indicate the type and reasons for the termination.
- 3.3. Past Performance information may also be obtained from evaluation prepared in accordance with FAR 42.15.

4. The following chart shows the volume number, content, and required number of copies to be submitted.

VOLUME	CONTENT	PAGE LIMIT	COPIES	DUE DATE
Volume I	Technical/Management	75	Original + 6+1 CD	Closing Date
Volume II	Business	NA	Original +2+1 CD	Closing Date
Volume III	Past Performance	NA	Original +2+1 CD	Closing Date
	a. Self-assessment			Closing Date
	b. Past Performance Questionnaire			20 Aug 2004

Section M - Evaluation Factors for Award

EVALUATION AREAS AND FACTORS

M.1 INTRODUCTION

The Government will make one award, consistent with the evaluation factors stated below. The ultimate source selection decision will be made on the basis of the affordable proposal representing the best value to the Government using a trade off process among the Areas and Factors. The Government seeks technically superior proposals that will most likely obtain the program objectives and advance this technology's state of the art. To receive consideration for award, the proposal must achieve an overall evaluation of not less than "Acceptable". The Government reserves the right to award to other than the lowest priced offeror.

M.2 EVALUATION AREAS AND FACTORS.

The evaluation areas are listed below in order of importance. Technical/Program Management is of significantly greater importance than Business, which is more important than Past Performance.

Technical/Program Management Area. The Government will perform a comprehensive technical and program management evaluation of each proposal. The Technical/Program Management Area evaluation of proposals is divided into the following three factors. (Factors 1 and 2 are of roughly equivalent importance. Factors 1 and 2 are significantly more important than Factor 3.)

Factor 1, Demonstration Approach: This factor will evaluate the offeror's approach to accomplish the objectives of the cooperative engagement demonstration. Evaluation of this factor will use the following sub-factors as the basis for evaluation. (Sub-factors are in descending order of importance.)

1. Extent to which the functionality brought by proposed vehicle systems, mission equipment including sensor payloads, software enabling autonomous collaborative capabilities, and supporting component technologies will satisfy demonstration and technology objectives.
2. Suitability, efficiency, and merit of Statement of Work, test vignettes in demonstration package, and technical performance measures proposed for achieving the objectives of the cooperative engagement demonstration.
3. Extent of openness, modularity, and hardware and platform independence of implemented architecture.
4. Evidence of robustness and reliability in vehicles and mission equipment proposed.

Factor 2, Technology Basis: This factor will assess the proposal for evidence of offeror's knowledge and understanding of the autonomous and collaborative behavior technology required to achieve the objectives of this UACO, Part 2 program. The technical evaluators will document any restrictions on technical data developed or used in this contract that may limit the Government's further exploitation of the research. Evaluation of this factor will use the following sub-factors as the basis for evaluation. (Sub-factors are in descending order of importance.)

1. Soundness, merit, innovation, and affordability of technical approach and system design.
2. Scientific rigor and clarity in the description of planning, assessment, decision aiding, and other algorithms that will be applied to accomplish autonomous and collaborative behaviors.
3. Clear linking of proposed technical approach to the autonomous and collaborative capabilities they will enable in the demonstration system.
4. Clarity in delineation of technology challenges and limitations of the proposed approach when applied to small UAVs and complex terrain such as MOUT.

Factor 3, Program Management: This factor will assess the proposal for evidence of offeror's ability to manage the program in order to achieve the objectives of this UACO, Part 2 program. Evaluation of this factor will use the following sub-factors as the basis for evaluation. (Sub-factors are in descending order of importance.)

1. Overall program management approach, structure of work breakdown in SOW, task layout, scheduling, man-hour loading and identification of dependencies.
2. Risk mitigation strategy for software development and verification, software and hardware integration, evaluation in simulation and flight, and during the final demonstration. Identification of potential risk areas for each stage and appropriate risk mitigation steps.
3. Work experience, education, and professional development of key personnel and their availability to perform the requirements designated in the statement of work.

Business Area: The Government will perform a comprehensive business evaluation of each proposal. The business area is divided into the following three factors: Cost, Compliance, and Subcontracting Plan. Cost is significantly more important than Compliance and Subcontracting Plan. Compliance and Subcontracting Plan factors are of equal importance. However, with regard to the Compliance Factor, any proposed exception that necessitates deviation of a statutory or regulatory required term or condition could result in the Offeror not receiving an award.

Factor 1, Cost: The cost evaluation will consist of the assessment of two equally important sub factors, reasonableness and realism:

1. Reasonableness: The Government will subject the offeror's proposed costs, to cost and/or price analysis to determine, as necessary, the degree to which individual cost elements and the overall price are reasonable considering issues such as the economy, efficiency, risk and uncertainty of performance.
2. Realism: The Government will conduct a cost realism analysis of the offeror's proposed cost to determine if it is realistic for the work proposed, if it reflects a clear understanding of the requirement, and if it is consistent with the unique methods of performance and materials described in the offeror's technical proposal. The cost realism analysis results in a "most probable cost" estimate which reflects what the Government should realistically expect to pay for the proposed effort. The most probable cost will be used to determine best value. The best value determination will also factor in costs the Government would expect to incur to furnish facilities, properties and support included in the offeror's proposed demonstration package.

Factor 2, Compliance with the terms and conditions of the solicitation: The Government will evaluate, for acceptability, the offeror's certifications and representations, compliance with special and general provisions, and rationale for exceptions taken to any terms and conditions.

Factor 3, Subcontracting Plan: Offerors' proposals will be evaluated as to the extent of participation of Small Business (SB), Small Disadvantaged Businesses (SDBS), including Historically Black Colleges or Universities (HBCU) and Minority Intuitions (MI). If the offeror is other than a small business, the offeror's Small Business Subcontracting Plan submitted in accordance with FAR 52.219-9 and Section L-30 shall also be evaluated to determine the extent to which the offeror identifies and commits to the participation of SB, SDBS, HBCU, and MI whether as joint venture members, teaming arrangement, or subcontractor. Such evaluation will include assessment of the extent to which such firms are specifically identified in the proposal, the extent of commitment to use such firms, and the complexity and variety of the work such firms are to perform.

Past Performance Area:

The offeror's and major subcontractor's past performance with Government and industry will be evaluated to assess the relative risks associated with the offeror's likelihood of success in meeting the requirements stated in this solicitation in the areas of quality of service, schedule, cost control, and business relations. Emphasis will be on recent, relevant experience in the past 3 years. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Risk Rating" rating for the Past Performance Area. In conducting this assessment, the Government reserves the right to use both data provided by the offerors and data obtained from other sources.

M.3 EVALUATION OF PROPOSALS

The Government will select the best overall offer, based upon an integrated assessment of Technical/Program Management, Business, and Past Performance. A Contract may be awarded to the offeror who is deemed responsible and whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation Areas and Factors to represent the best value to the Government. The Government will balance offerors' ability to meet the stated program objectives within the available funding profile and advance the state of the practical application of the technology under study against offerors' most probable cost. The Government will balance the technical merit and potential of an offerors proposed research against restrictions on use of the data provided to the Government that may limit the Government's further exploitation of the research.

The Government will balance the proposal merit and robustness of technical approach to meet stated objectives with perceived risk, in terms of proposal risk and performance risk.

All evaluation factors other than cost or price, when combined, are significantly more important than cost. Cost, however, will assume greater importance as the ratings of offerors' technical/program management areas become more equal.

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001	B. EXHIBIT A	C. CATEGORY: TDP TM OTHER MISC
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D. SYSTEM/ITEM UACO Part 2	E. CONTRACT/PR NO. TBD	F. CONTRACTOR TBD
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1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM SYSTEM/SUBSYSTEM DESIGN DESCRIPTION	3. SUBTITLE System Design Description
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4. Authority (DATA Acquisition document No.) DI-IPSC-81432A	5. CONTRACT REFERENCE	6. REQUIRING OFFICE Aviation Applied Tech. Directorate
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7. DD 260 REQ NO A	9. DIST STATEMENT REQUIRED C	10. FREQUENCY ONE/R	11. AS OF DATE SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	14. DISTRIBUTION				
						a. ADDRESSEE	b. COPIES			
								Draft	Final	
								Reg	Repro	

16. REMARKS The Contractor shall submit a draft System Design Description document NLT 30 days prior to Final Design Review. Use DI-IPSC-81431A for guidance. Contractor format is acceptable. The System Design Description document shall address Hardware/Software interfaces with all government assets (weapons, ground units, personnel, etc.); Communications methods; and Hardware/Software ICDs. One reproducible copy shall be electronic in MS Office and MS Word or Adobe format. Submission shall be furnished electronically via e-mail, 100MB Zip disk or CD-ROM. The Government within thirty (30) days of completing its review of the draft shall return an annotated copy to the contractor. The Contractor shall within thirty (30) days of receiving the copy, submit a final version to the Government. See attached addressee sheet for a listing of email and postal mailing addresses for the individuals listed in Block 14. See attached listing of Distribution Statements. *Letter of Transmittal Only	
16. TOTAL ➔ 2 2	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY SARA BIERMAN	H. DATE	I. APPROVED BY RAYMOND WALL	J. DATE
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001	B. EXHIBIT A	C. CATEGORY: TDP TM OTHER MISC		
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D. SYSTEM/ITEM UACO Part 2	E. CONTRACT/PR NO. TBD	F. CONTRACTOR TBD
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1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM COMPUTER SOFTWARE PRODUCT END ITEMS	3. SUBTITLES SOFTWARE/ HARDWARE DOCUMENTATION
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4. Authority (DATA Acquisition document No.) DI-MCCR-80700	5. CONTRACT REFERENCE	6. REQUIRING OFFICE Aviation Applied Tech. Directorate
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7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16				

16. REMARKS	17. PRICE GROUP
<p><u>DELETE</u> entire preparation instructions and <u>ADD</u> the following:</p> <p>All technical, operational and maintenance manuals for platforms, hardware and software utilized, including all manuals for software/hardware developed under this program, will be submitted to the Government NLT 60 days prior to submission of Final Report. A final version of manuals for software/hardware developed under this program will be submitted with the Final Report.</p> <p>One reproducible copy shall be electronic in MS Office and MS Word format or Adobe format. Submission shall be furnished electronically via e-mail, 100MB Zip disk or CD-ROM.</p> <p>The Government within thirty (30) days of receiving the draft shall return an annotated copy to the contractor. The Contractor shall within thirty (15) days of receiving the copy, submit a final version of the plan to the Government.</p> <p>See attached addressee sheet for a listing of email and postal mailing addresses for the individuals listed in Block 14.</p> <p>See attached listing of Distribution Statements.</p> <p>* Letter of Transmittal Only</p>	<p>18. ESTIMATED TOTAL PRICE</p>
<p>AMSRD-AMR-AA-I 1 1</p> <p>AMSRD-AMR-AA-C 1 1</p> <p>ACO*</p>	
16. TOTAL ➡	2 2

G. PREPARED BY SARA BIERMAN	H. DATE	I. APPROVED BY RAYMOND WALL	J. DATE
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INSTRUCTIONS FOR COMPLETING DD FORM 1423
(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

- Item A. Self-explanatory.
- Item B. Self-explanatory.
- Item C. Mark (X) appropriate category: TDP – Technical Data Package; TM – Technical Manual; Other – other category of data, such as "Provisioning," "Configuration management," etc.
- Item D. Enter name of system/item being acquired that data will support.
- Item E. Self-explanatory (to be filled in after contract award).
- Item F. Self-explanatory (to be filled in after contract award.)
- Item G. Signature of preparer of CDRL.
- Item H. Date CDRL was prepared.
- Item I. Signature of CDRL approval authority.
- Item J. Date CDRL was approved
- Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering
- Item 2. Enter title as it appears on data acquisition document cited in Item 4.
- Item 3. Enter subtitle of data item for further definition of data item (optional entry).
- Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6. Enter technical office responsible for ensuring adequacy of the data item.
- Item 7. Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8. Specify requirement for approval of a draft before preparation of the final data item.
- Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoD 5230.24).
- Item 10. Specify number of times data items are to be delivered.
- Item 11. Specify as-of date of data item, when applicable.
- Item 12. Specify when first submittal is required.
- Item 13. Specify when subsequent submittals are required, when applicable.
- Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15. Enter total number of draft/final copies to be delivered.
- Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition – Data which is not other wise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price – Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition – Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price – Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition – Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price – Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition – Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price – Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

ADDRESSEE SHEET

AMSRD-AMR-AA-C

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AMSRD-AMR-AA-I

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ACO

Transmittal Letter only

See Block 6 of Contract Cover page (Standard Form 26) for Address

Defense Technical Information Center (DTIC)

See DFARS Clause 252.235-7011 (latest revision) for Address.

Distribution Statements

Reference: DoDD 5230.24, Distribution Statements on Technical Documents, 18 March 1987

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Destroy by any method that will prevent disclosure of contents or reconstruction of the document in accordance with the National Industrial Security Operating Manual (NISPOM)."

**UACO Part 2 Cooperative Engagement Demonstration
PAST PERFORMANCE QUESTIONNAIRE**

I. CONTRACT IDENTIFICATION

A. CONTRACTOR _____

B. CONTRACT NUMBER _____

C. CONTRACT TYPE _____

COMPETITIVE	()	YES	()	NO
FOLLOW-ON	()	YES	()	NO

D. PERIOD OF PERFORMANCE _____

	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>TOTAL VALUE</u>
E. INITIAL CONTRACT COST	_____	_____	_____

F. CURRENT CONTRACT COST _____

G. PRODUCT DESCRIPTION AND/OR SERVICE PROVIDED:

II. AGENCY IDENTIFICATION

A. PROCURING CONTRACTING OFFICER

NAME _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

B. ADMINISTRATIVE CONTRACTING OFFICER

NAME _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

C. GOVERNMENT/INDUSTRY PROJECT MANAGER

NAME _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

III. EVALUATION

1. To what extent did the contractor adhere to contract delivery schedules?

Considerably surpassed minimum requirements _____

Exceeded minimum requirements _____

Met minimum requirements _____

Less than minimum requirements _____

Comment: _____

2. To what extent were the contractor's reports and documentation timely, accurate and complete?

Considerably surpassed minimum requirements _____

Exceeded minimum requirements _____

Met minimum requirements _____

Less than minimum requirements _____

Comment: _____

3. To what extent was the contractor able to solve contract performance problems without extensive guidance from government and industry counterparts?

Considerably successful _____

Generally successful _____

Little success _____

No success _____

Comment: _____

4. To what extent did the contractor display initiative in identifying user needs and recommending technical solutions to problems identified?

Displayed considerable initiative _____

Displayed some initiative _____

Displayed little initiative _____

Displayed no initiative _____

Comment: _____

5. Did the contractor commit adequate resources in a timely fashion to the contract to meet the requirement and to successfully solve problems?

Provided abundant resources _____

Provided sufficient resources _____

Provided minimal resources _____

Provided insufficient resources _____

Comment: _____

6. To what extent did the contractor submit proposals and requests for equitable adjustment in a timely, accurate and complete manner?

Considerably surpassed minimum requirements _____

Exceeded minimum requirements _____

Met minimum requirements _____

Less than minimum requirements _____

Comment: _____

7. To what extent was the contractor effective in interfacing with the Government and Industry's representatives and responding positively and promptly to technical directions?

Extremely effective _____

Generally effective _____

Generally ineffective _____

Extremely ineffective _____

Comment: _____

8. To what extent did the contractor coordinate, integrate, and provide for effective subcontractor management?

Considerably surpassed minimum requirements _____

Exceeded minimum requirements _____

Met minimum requirements _____

Less than minimum requirements _____

Comment: _____

9. To what extent did the contractor meet the proposed cost estimates?

Less than estimated cost _____

Comparatively equal to estimate _____

Exceeded the costs _____

Considerably surpassed estimate _____

Comment: _____

WAS THIS CONTRACT/ORDER PARTIALLY OR COMPLETELY
TERMINATED FOR DEFAULT OR CONVENIENCE. IF YES, EXPLAIN.
