

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 19		
2. CONTRACT NO. H92222-06-C-0038		3. SOLICITATION NO. H92222-06-F-0034		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 24 Jul 2006		
6. REQUISITION/PURCHASE NO. F2VJF06213A100		7. ISSUED BY HQ USSOCOM SOAL-K ATTN: ALLISON HUTCHENS 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323 CODE H92222		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		
TEL: 813-828-4767 FAX: 813-828-7504		TEL:		FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM		1	X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		5 - 7	X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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X	F	DELIVERIES OR PERFORMANCE		11			L	INSTRS. CONDS. AND NOTICES TO OFFERORS
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR FLYER FCM, LLC ODEN NECHUSHTAN 260 WEST BEACH AVENUE INGLEWOOD CA 90302-2903				CODE	1FZR5	FACILITY		
15B. TELEPHONE NO (Include area code) 310-674-5295				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
17. SIGNATURE				18. OFFER DATE				
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$814,421.31		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7) DCMALOS ANGELES 16111 PLUMMER ST. BLDG. 10, 2ND FLOOR SEPULVEDA CA 91343 CODE S0512A				25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381 CODE HQ0339				
26. NAME OF CONTRACTING OFFICER (Type or print) SUSAN M GRIFFIN TEL: 813-828-7411 EMAIL: griffil1@socom.mil				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 29-Sep-2006		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.								

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Vehicle GEN I FFP Development of SOF Modifications to the Flyer LTATV Generation I Vehicle in accordance with Statement of Work (SOW). Delivery and use of vehicle is IAW SOW paragraph 5.0.	1	Each	\$814,421.31	\$814,421.31
	FOB: Origin				
				NET AMT	\$814,421.31
	ACRN AA CIN: F2VUF06213A1000001				\$814,421.31

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	SOF mods to Flyer LTATV Gen II vehicle FFP Development of SOF Modification to the Flyer LTATV Generationi II Vehicle per the Statement of Work.	1	Each	\$1,110,990.38	\$1,110,990.38
	This option must be exercised no later than 8 months after initial contract award. FOB: Origin				
				NET AMT	\$1,110,990.38

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	\$17,055.16	\$17,055.16
OPTION	Technical Data Package for CLIN 0001 FFP Reference CDRL A003				

This option must be exercised no later than 8 months after initial contract award.

FOB: Origin

NET AMT \$17,055.16

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lot		NSP
OPTION	Technical Data Package for CLIN 0002				

Reference CDRL A003

This CLIN is Not Separately Priced (NSP) and the price of this effort is in the price of CLIN 0002 above

This option must be exercised no later than 8 months after initial contract award.

FOB: Origin

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005	Technical Data		Lot		NSP
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Deliver data in accordance with DD Form 1423 Contract Data Requirements List.

CDRL A001 and A002
The price of these CDRLs is included in the price of CLINs 0001 & 0002
FOB: Origin

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 Scope

This Statement of Work (SOW) defines the effort required to deliver a Flyer Light Tactical All Terrain Vehicle (LTATV) by developing and integrating Special Operations Forces (SOF) peculiar modifications into a modified Flyer Internally Transportable Vehicle (ITV).

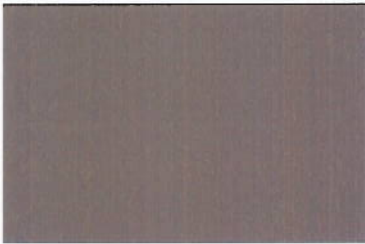
2.0 Technical Approach

This program will maximize the Contractor's expertise and experience in advanced mobility technology to modify an existing mobility platform. This program is structured into two phases to develop and incorporate SOF-peculiar modifications. Phase I will develop and incorporate all low schedule risks SOF-peculiar modifications into the base vehicle designated as the Flyer LTATV Gen I. Phase II is an option to develop and incorporate the modifications that add additional capability but require more time and resources. The vehicle provided at the end of Phase II is designated as Flyer LTATV Gen II. This two-phased approach is feasible, low risk, and allows for the progressive introduction of increased LTATV capabilities.

The Flyer LTATV will incorporate these Human Factors and Other Enhancements

- Safety and Comfort
- Ingress / Egress
- Improved Controls
- Improved Vehicle Stability
- Improved Vehicle Safety
- Improved Vehicle Mobility

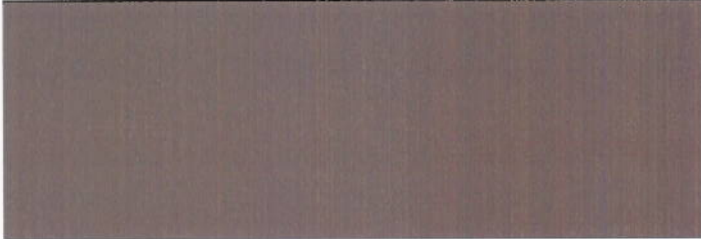
Integration of SOF Peculiar Modifications Gen I



Specific SOF-peculiar developed modifications will be confirmed by the LTATV Integrated Product Team composed of USSOCOM and Flyer personnel. The IPT will decide the final configuration of the SOF modifications.

The IPT may also consider the following configuration options and exercise the appropriate CLIN for inclusion into the vehicle configuration Gen II.

Integration of Specially Developed GEN II SOF Peculiar Modifications



3.0 Program Requirements

The work required by this contract shall be performed in accordance with this SOW and the requirements listed in BAA 06-BAALTATV. The Contractor shall deliver a Flyer LTATV. The Contractor shall provide program management, design, fabrication required to accomplish the tasks detailed below.

3.1 Integrated Product Team

The Contractor shall establish an Integrated Product Team (IPT) comprised of contractor and customer personnel to determine the final design configuration for the Flyer LTATV. The IPT will validate the proposed vehicle modifications to define the vehicle that best supports USSOCOM LTATV program goals. The IPT will meet throughout the contract period of performance to assess program progress and re-validate the design approach.

3.2 Design

The contractor shall perform design activities to the level needed to develop and integrate the SOF peculiar modifications into the Gen I base mobility platform. Design modification progress will be presented and assessed at scheduled IPT meetings.

3.3 Fabrication

The contractor shall provide the labor and materials necessary to fabricate components, integrate systems, build and deliver one (1) Flyer LTATV to the configuration determined by the IPT.

3.4 Contractor Testing

The contractor shall perform all necessary development system tests to ensure that the Flyer LTATV Gen I successfully integrates SOF modifications as defined by the IPT. As part of this effort, the contractor shall perform a Finite Element Analysis (FEA) and ADAMS simulation to validate the SOF-peculiar modifications that are selected by the IPT and incorporated into the Flyer LTATV.

4.0 Government Furnished Property / Government Furnished Equipment (GFP / GFE)

The following GFP / GFE is required for performance under this contract:

Item Description	Date Required
• 4 sets of personal gear including weapons	30 Days after Award
• Ammunition boxes for 0.50 cal, 40mm, and 7.62	30 Days after Award
• Weapons mounts	30 Days after Award
• Radio mounts	30 Days after Award

5.0 Deliverables

Deliverable schedule is in accordance with (IAW) Section F of the contract. For CLIN 0001, the one modified Flyer LTATV Generation I Vehicle will be available for Government use for no more than 50% of the time over a two year period, which begins once Inspection is completed and the Government has performed the Acceptance of this CLIN. Coordination for Government use of the vehicle is required and the Government will provide prior notice to allow for the contractor to adequately respond to the request for use. The Government is not responsible for the condition of the vehicle. The vehicle will be returned to Flyer Defense each time after completion of Government use.

Reference OPTION - CDRL A003 - Flyer LTATV Technical Data Package (TDP) - Contractor Format : Technical Data. Flyer Defense will submit modification drawings and interface drawings for the SOF-peculiar modifications to its base LTATV vehicle. These drawings will be consistent with Level II drawings and will capture the basic design of modifications required. They will document the design approach and the fabrication of the LTATV for test and/or experimentation and will be to the level of detail required to skilled shop personnel to implement and install the modifications. The government will have unlimited rights for the use of the provided TDP.

Section D - Packaging and Marking

The contractor shall prepare all shipments with its best commercial practices.

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	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

5652.246-9001 Material Inspection and Receiving Reports (DD 250) Addresses (2001)

Material Inspection and Receiving Reports shall be transmitted electronically in accordance with DFAR 252.246-7000 to the following addresses:

Payment Office:

All services shall be inspected and accepted by the Technical Representative:

Attn: [REDACTED]
 USSOCOM/SOAL-SW
 7701 Tampa Point Blvd.
 MacDill AFB, FL 33621-5323
 [REDACTED]

The Contracting Office point of contact is:

Attn: Allison M. Hutchens
 USSOCOM/SOAL-SW
 7701 Tampa Point Blvd.
 MacDill AFB, FL 33621-5323

griff1@socom.mil

(end of clause)

Section F - Deliveries or Performance

SECTION F

CLIN	DELIVERY DATE	QTY	UNIT	SHIP TO ADDRESS	UIC
0001	6 months after Award	1	EA	N/A	N/A
0002	8 months after exercise of Option	1	EA	N/A	N/A
0003	6 months after exercise of Option	1	LOT	N/A	N/A
0004	6 months after exercise of Option	1	LOT	N/A	N/A
0005	In accordance with DD Form 1423	1	LOT	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.56SF SE5 52SP S900GA 000000 59200 046404 667100 F67100 FSR:011988 PSR:297227 DSR:039510
AMOUNT: \$814,421.31
CIN F2VUF06213A1000001: \$814,421.31

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests MAY 2006

CLAUSES INCORPORATED BY FULL TEXT

5652.232-9003 Paying Office Instructions (2005)


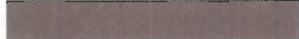
(a) The Primary Contracting Office Point of Contact is:

Contract Specialist
Allison M. Hutchens
USSOCOM, SOAL-KB
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323
hutchea@socom.mil

(b) The Administrative Contracting Office Point of Contact is:

DCMA Los Angeles
16111 Plummer St.
Bldg.10, 2nd Floor
Sepulveda, CA 91343

(c) The Requiring Activity Official is:


USSOCOM, SOAL-SW
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323


(d) Invoice(s) should be forwarded directly to the following designated billing office:

(e) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, Block 18a on Standard Form 1449, or otherwise designated paying office.

(f) Payment to the contractor shall be mailed to the following address ****Contractor fill-in**** contractor shall insert electronic payment information

(g) Special Payment Instructions: *(Insert special paying instructions if any).*

(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
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	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
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	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003

52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-9	Default (Fixed-Priced Research And Development)	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	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JUN 2005
252.211-7006	Radio Frequency Identification	MAY 2006
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
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the CLINs 0002, 0003 and 0004, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the order for that option. Delivery of added items shall be as identified in the Section F, Delivery Schedule, unless the parties otherwise agree.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

5652.201-9001 Technical Representative (2005)

(a) The Contracting Officer may appoint one or more Government employees as a technical representative to assist the Contracting Officer with scientific engineering or field of discipline matters directly related to the contract. The technical representative is not authorized to act on behalf of the Contracting Officer or to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(b) The appointments will be in writing, signed by the Contracting Officer.

(end of clause)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is Susan Griffin, 7701 Tampa Point Blvd., MacDill AFB, FL 33621-5323, Phone: 813-828-7411

(end of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

5652.245-9001 Schedule of Government-Furnished Material (2001)

The Government will furnish material in accordance with the Government Furnished Property clause of the contract for use in the performance of this contract. The list of the materials to be supplied is in the Statement of Work and will be provided within 30 days of contract award.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Attachment/Exhibit Number	Title of Attachment/Exhibit	Number of Pages	Date
Attachment 1	Table of Identification & Assertion of Use, Release, or Disclosure Restrictions Ref: DFARS 252.227-7017	1	11 Sep 2006
Exhibit 1	CDRL A001 Conference Minutes	1	27 Sep 2006
Exhibit 2	CDRL A002 Progress Rpts, Status, Management Rpts	1	27 Sep 2006
Exhibit 3	CDRL A003 Tech Data Package	1	27 Sep 2006

Attachment 1

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

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 to be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions
Flyer Point-of-Departure Design including descriptions of all vehicle subsystems, systems integration and performance characteristics.	Developed exclusively at private expense	Limited Rights	Flyer Defense, LLC
Flyer Point-of-Departure Design including engineering data and graphic representations of engineering data	Developed exclusively at private expense	Limited Rights	Flyer Defense
Flyer LTATV Gen I Design Concept	Developed exclusively at private expense	Limited Rights	Flyer Defense
Flyer LTATV Gen II Design Concept	Developed exclusively at private expense	Limited Rights	Flyer Defense
Load Distribution Device (LDD)	Developed exclusively at private expense	Limited Rights	Flyer Defense
6 Speed Automatic Transaxle Architecture, Concept and Design	Developed exclusively at private expense	Limited Rights	Flyer Defense

Exhibit 2

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No 0704-0188	
<p>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.</p>							
A. CONTRACT LINE ITEM NO. 0005		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>			
D. SYSTEM/ITEM BAA LTATV			E. CONTRACT/PR. NO. H92222-06-C-0038		F. CONTRACTOR FLYER DEFENSE, LLC		
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS, & MANAGEMENT REPORTS				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227			5. CONTRACT REFERENCE SOW Paragraph 5.0			6. REQUIRING OFFICE SOAL SW	
7. DD 200 REQ SS	9. DIST STATEMENT REQUIRED B	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		
9. APP CODE	11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		a. ADDRESSEE	b. COPIES		
<p>16. REMARKS</p> <p>The Reports may be in Contractor format. Initial report due 60 days after intial SOW meeting. Updates as required, or at a minimum each 60 days.</p> <p>Shall include funding expenditure report, schedule & performance report, and projected performance for the next reporting period.</p> <p>BLK 14: Electronic transmission of data is required as much as practicable.</p> <p>BLK 14a: hutchea@socom.mil</p>				See Blk. 16	Draft	Final	
				See Blk. 16	Reg	Repr	
				See Blk. 16	Reg	Repr	
				See Blk. 16	Reg	Repr	
				See Blk. 16	Reg	Repr	
				See Blk. 16	Reg	Repr	
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				See Blk. 16	Reg	Repr	
				See Blk. 16	Reg	Repr	
				See Blk. 16	Reg	Repr	
				16. TOTAL			
G. PREPARED BY		H. DATE		I. APPROV		J. DATE 27 SEP 2007	

Exhibit 3

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No 0704-0188					
<p>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 (0704-0188), 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.</p>											
A. CONTRACT LINE ITEM NO. 0003 / 0004		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>							
D. SYSTEM/ITEM BAA LTATV			E. CONTRACT/PR. NO. H92222-06-C-0038		F. CONTRACTOR FLYER DEFENSE, LLC						
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TECHNICAL DATA PACKAGE (DESIGN/DRAWINGS)				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) MIL-T-47500 / 1 NOT 1			5. CONTRACT REFERENCE SOW Paragraph 3.1			6. REQUESTING OFFICE SOAL SW					
7. DD 250 REQ A	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION					
8. APP CODE		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		a. ADDRESSEE	b. COPIES					
<p>16. REMARKS</p> <p>Technical Data Package Level II / Developmental Drawings due for each vehicle configuration.</p> <p>Format shall be .dwg files for 2D drawings and 3D models (if any), shall be compatible with Pro-E Software.</p> <p>BLK 14: Electronic transmission of data is required as much as practicable.</p> <p>BLK 14a: hutch@a@socom.mil</p>						See Blk. 16	See Blk. 16	See Blk. 16			
15. TOTAL											
G. PREPARED BY			H. DATE		I. APP		J. DATE				
							27 SEP 2007				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. F00001		3. EFFECTIVE DATE 10-Apr-2007		4. REQUISITION/PURCHASE REQ. NO. F2VJF062134100	
5. ISSUING OFFICE CODE HB2222 HQ USSOCOM S&A, A ATTN: TIFFIN GARFIELD 7701 TAMPA POINT BLVD MACDILL AFB FL 32521-5523		6. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 16111 PLUMMER ST BLDG 10, 2ND FLOOR SEPLUVEDA CA 91343		7. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) FLYER FCM LLC GREEN MECHANITAN 350 WEST BIRCH AVENUE INGLEWOOD CA 90302-2903			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HB2222-06-C-0038		
			X 10B. DATED (SEE ITEM 13) 29-Sep-2006		
CODE 1RZR5		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes Fixed Price					
D. OTHER (Specify type of modification and authority)					
E IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: garfield07796					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto be changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN M GRIFFIN / CONTRACTING OFFICER TEL: 813-825-7411 EMAIL: smg11@com.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 10-Apr-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is a) Revise paragraph 5.0 of the statement of work; b) Extend the delivery date for CLIN 0001; c) Incorporate Performance Based Payment (PBP) Schedule; and d) Incorporate FAR 52.232-32 Performance-Based Payments. This is a no cost modification.

a) Paragraph 5.0 of the Statement of Work is changed from:

5.0 Deliverables

Deliverable schedule is in accordance with (IAW) Section F of the contract. For CLIN 0001, the one modified Flyer LTATV Generation I Vehicle will be available for Government use for no more than 50% of the time over a two year period, which begins once Inspection is completed and the Government has performed the Acceptance of this CLIN. Coordination for Government use of the vehicle is required and the Government will provide prior notice to allow for the contractor to adequately respond to the request for use. The Government is not responsible for the condition of the vehicle. The vehicle will be returned to Flyer Defense each time after completion of Government use.

Reference OPTION - CDRL A003 - Flyer LTATV Technical Data Package (TDP) - Contractor Format : Technical Data. Flyer Defense will submit modification drawings and interface drawings for the SOF-peculiar modifications to its base LTATV vehicle. These drawings will be consistent with Level II drawings and will capture the basic design of modifications required. They will document the design approach and the fabrication of the LTATV for test and/or experimentation and will be to the level of detail required to skilled shop personnel to implement and install the modifications. The government will have unlimited rights for the use of the provided TDP.

To:

Deliverable schedule is in accordance with (IAW) Section F of the contract. The modified Flyer LTATV Generation I Vehicle will be available for government use for no more than 50% of the time over a two-year period. The two-year period shall begin upon the government acceptance of the vehicle per CLIN 0001. Prior to acceptance of CLIN 0001, the vehicle will be available for government use. Upon contractor request the government will issue a modification to extend the contractor's period of performance by 2 days for every day of government use to account for the time the government has the vehicle in its possession. Coordination for government use of the vehicle is required and the government will provide prior notice to allow for the contractor to adequately respond to the request for use. The government is not responsible for the condition of the vehicle. The vehicle will be returned to Flyer Defense each time after completion of government use.

Reference OPTION - CDRL A003 - Flyer LTATV Technical Data Package (TDP) - Contractor Format: Technical Data. Flyer Defense will submit modification drawings and interface drawings for the SOF-peculiar modifications to its base LTATV vehicle. These drawings will be consistent with Level II drawings and will capture the basic design of modifications required. They will document the design approach and the fabrication of the LTATV for test and/or experimentation and will be to the level of detail required to skilled shop personnel to implement and install the modifications. The government will have unlimited rights for the use of the provided TDP.

b) Delivery Date for CLIN 0001 is changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 29-SEP-2006 TO 29-MAR-2007	N/A	N/A FOB: Origin	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 29-SEP-2006 TO 28-JUN-2007	N/A	N/A FOB: Origin	

c) Performance Based Payment Schedule is added as follows:

Performance Based Payments are authorized for CLIN 0001 in accordance with FAR 52.232-32 Performance Based Payments. The following schedule is provided:

Event #	Event Type	Expected Date	Description	Method of Verification	Event Value
1	Severable	March 1, 2007		Acceptance by LTATV PMO	\$651,537.05
CLIN 0001 Performance Based Payment Total (80%)					\$651,537.05

d) The following FAR clause is added as follows:

The following have been added by reference:

52.232-32 Performance-Based Payments FEB 2002

(End of Summary of Changes)