

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   24						
2. CONTRACT NO. H9222-06-C-0043		3. SOLICITATION NO. H92222-06-R-0034		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> 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 33621-5223			CODE H92222		8. ADDRESS OFFER TO (If other than Item 7)			CODE			
			TEL: 813-828-4767 FAX: 813-828-7504			See Item 7			TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
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		
<b>11. TABLE OF CONTENTS</b>											
<input checked="" type="checkbox"/>	SEC.	DESCRIPTION			PAGE(S)	<input checked="" type="checkbox"/>	SEC.	DESCRIPTION			PAGE(S)
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>						
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X	E	INSPECTION AND ACCEPTANCE			12		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			13		L	INSTRS, CONDS, AND NOTICES TO OFFERORS			
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<b>OFFER (Must be fully completed by offeror)</b>											
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 PRIMORDIAL, INC RANDY L MILBERT 1835 ENERGY PARK DRIVE SAINT PAUL, MN 55108-2721					CODE	1Y9N1	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (include area code) 651-659-6762			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT \$389,377.07		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) DCMATWV CITIES B.H. WHIPPLE FEDERAL BLDG. RM. 1150, 1 FEDERAL DR. FT. SNELLING MN 55111-4007					CODE	S2401A	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: griffil@socom.mil						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE 29-Sep-2006		
<b>IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.</b>											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RDT&E Effort FFP Provide, Develop, and Deliver map data and updated software features, perform integration, and support evaluations in accordance with the Statement of Work. FOB: Origin PURCHASE REQUEST NUMBER: F2VUF06213A100	1	Lot	\$385,546.12	\$385,546.12
NET AMT					\$385,546.12
ACRN AA CIN: F2VUF06213A1000001					\$385,546.12

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0002	Technical Data  Deliver data items A001 (Contractor's Progress, Status and Management Report), A002 (Scientific and Technical Report), and A003 (Computer Software Product End Items) as specified in Exhibit A, DD Form 1423, Contract Data Requirements List. The prices of these CDRLs are Not Separately Priced (NSP) and included in the prices of CLIN 0001 above. FOB: Origin				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Technical Data Package (TDP)	1	Lot	\$3,830.95	\$3,830.95
EXERCISED OPTION	FFP TDP Level II. Deliver a Technical Data Package in accordance with the Statement of Work and CDRL A004. The government will receive unlimited rights to the TDP except as identified in the attached 252.227-7017. FOB: Origin PURCHASE REQUEST NUMBER: F2VUF06213A100				
				NET AMT	\$3,830.95
	ACRN AA CIN: F2VUF06213A1000003				\$3,830.95

## Section C - Descriptions and Specifications

STATEMENT OF WORK

## Scope

Primordial shall develop a set of new features that meet the unique requirements of Special Operations Forces (SOF) soldiers and [REDACTED]. Primordial will deliver Ground Guidance on [REDACTED] navigation devices with each one including all necessary software and attachment hardware. The software shall be capable of determining the Best Path over terrain utilizing databases including aerial imagery, elevation data, and land cover data. [REDACTED]

[REDACTED] This effort will also include a training and test and evaluation phase, as well as customer interface meetings, including a start of work meeting at Primordial's facility in Saint Paul, Minnesota.

## Technical Approach

We propose to work with SOF and USSOCOM to determine the best approach to integration, but envision this to include the following options:

- Integrate into existing vehicle navigation systems
- Integrate into existing handheld navigation systems
- Provide Ground Guidance and handheld or vehicle integrated navigation systems

The objective of the proposed integration is three-fold:

1. Demonstrate the significant, leap-ahead, performance improvement of [REDACTED] routing
2. Gather SOF input on SOF unique modifications and feature development
3. Develop the features specified by the user jury

We will use a disciplined process. Our technical approach is to integrate the best combination of hardware, software and datasets, to deliver a Ground Guidance System that provide the SOF operator a truly revolutionary decision aid [REDACTED]. We will utilize a disciplined approach to look at tradeoffs of existing COTS hardware, attachment methods, SOF unique feature development and dataset requirements. We will stick to "readily adaptable technology" and keep in mind an overall statement from the BAA: "It is the intent of this announcement to maximize, to the greatest extent possible, technology that can be readily adapted to meet the objectives described in this BAA."

We will listen to users. We will gladly work with the program team and SOF operators to determine early in the program feedback – this will be done at the start of work meeting as well as through a user jury at the appropriate time.

We will utilize training. We will provide training to users and assist in the evaluation of Ground Guidance. We will carefully record and catalog feedback for incorporation into Ground Guidance. We do not expect training to be extensive. We estimate with 10 minutes of training, operators can begin to use the basic features, including Best Path routing. We anticipate less than a one half day of training will be required for all of the feature sets.

## Detailed Tasks

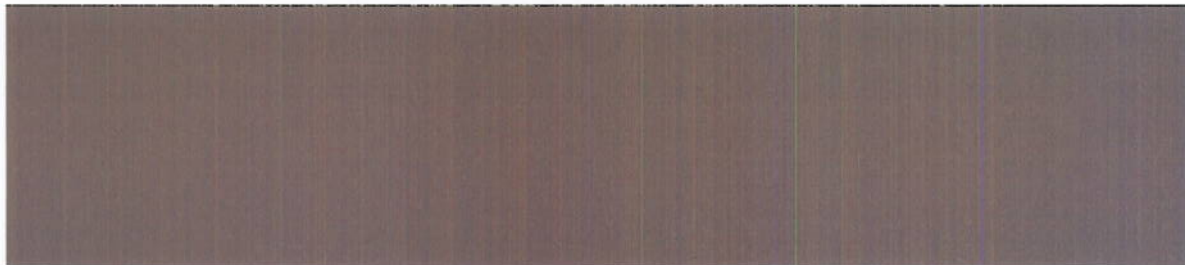
The following detailed tasks were identified in the Attachment 1 to this RFP and we propose to accomplish in the course of this program.

Task	Description
1 Develop Map Data	Select an evaluation area and develop the required map data.
1.1 Select Evaluation Area	Work with the program monitor to determine an appropriate evaluation area. Acquire aerial imagery and elevation data for the evaluation area.
1.2 Develop Traversal Matrix	Develop a traversal matrix that indicates the speeds at which dismounted and mounted (LTATV) soldiers can traverse various types of terrain.
1.3 Develop Land Cover Data	Derive land cover data from the aerial imagery for use in route computations. Land cover data will be made available to the operator in the mapping modes and include different colors to represent different terrain types.
1.4 Develop Cost Grid	Analyze the land cover and elevation data to generate a cost grid. The colors in the cost grid will correspond to different traversal speeds. These speeds will depend on both the terrain type and slope.
1.5 Verify Route Generation	Generate a safe and efficient path from a soldier's current position to a specified destination with the ability to select destinations by specifying coordinates, selecting a place or clicking a destination on the map.
2 Update Software Features	Update Ground Guidance to provide features selected by Special Operations Forces (SOF) soldiers.
2.1 Support Multiple Views	The system will allow a soldier to choose between overhead and three-dimensional views of surrounding terrain.
2.2 Support Recording Trip Data	The system will display upon soldiers discretion to include at least distance and time to next waypoint, distance and time to destination, and speed.
2.3 Support Generating Randomized Patrols	To enable soldier to generate a randomized route to decrease mobility predictability in dangerous areas.
2.4 Support Panning and Zooming	Ability to pan and zoom on the map.
2.5 Support Marking Locations	Ability to mark locations and set rally points on the map.
2.6 Support Backtracking	Ability to convert paths into a route and provide guidance back to the starting point.
2.7 Support Cordoning Areas	Ability to cordon off areas to avoid such as minefields, non-combatant positions, enemy positions, friendly forces, etc.
2.8 Support Map Annotation	Enable soldiers to annotate the map with information in support of a future mission or after action review.
2.9 Support Special Forces Features	Work with SOF to determine additional desired features to attempt to incorporate into the software and hardware. Conduct a user jury with SOF operators to determine specific SOF features and operational use. Develop process for downloading mission or theater specific aerial imagery and maps.
3 Perform Integration	Integrate Ground Guidance hardware and software onto an all-terrain vehicle (ATV) platform.
3.1 Select Device	Determine existing navigation hardware. Investigate compatibility and

	vehicle interface. Determine the need for a new commercial off the shelf (COTS) navigation platform such as the Trimble Recon or other.
3.2 Select Mount	Analyze LTATV vehicle mounting alternatives. Develop a mobile and/or universal vehicle mount to IPT's approval.
3.3 Deploy Software	Load Ground Guidance on specific navigation platform host hardware.
3.4 Deliver Devices	Deliver navigation systems to SOCOM, including SOCOM specific software, hardware, and mounting brackets.
4 Support Evaluation	Support planning an execution for a Ground Guidance evaluation by Special Operations Command (SOCOM).
4.1 Develop Evaluation Plan	Provide an evaluation plan in the contractor's format.
4.2 Develop Training Materials	Develop a training class and user manual using the contractor's format.
4.3 Support Evaluation Plan Execution	Assist special operators in executing the evaluation plan.
4.4 Submit Findings	Prepare an after action report in the contractor's format and make recommendations.
5 Map Data	Provide map data for one or more evaluation areas selected by the program monitor, totaling up to 500 square kilometers. We will also record the process for generating this map data and rely on this process when preparing map data for future training and tactical missions at home and overseas.

Table 1: Task Descriptions.

Thresholds and Objectives



LTATV KPP		Meets Requirement
2.	Environmental Conditions	Yes. Commercial off the shelf (COTS) hardware selection dependent
1		

2. 2	Transportability	Yes. Along with the vehicle or SOF operator
2. 3	Operational Suitability	Yes. The device will run off the vehicle's 12-volt battery; Will provide effective User interface; Will allow user inputs that account for vehicle speed and dismounted speed.
2. 4	Logistics and Readiness	Yes. COTS hardware selection dependant. Will use standard batteries (for dismount when not running off of the vehicle's 12-volt battery); Will not require new MOS
2. 5	Other System Characteristics	Yes. COTS hardware selection dependent; with night vision compatibility; Mission Oriented Protective Posture-Level IV (MOPP IV)
3. 1	Human Factors Engineering	Yes. COTS hardware selection dependent; with night vision compatibility; MOPP IV, all weather gear, all light conditions, rugged terrain.
3. 2	System Safety	Yes.

Table 2: Key Performance Parameters.

## Government Furnished Equipment (GFE)

The following is requested as government furnished for the execution of this SOW:

1. Data. The government will supply aerial imagery covering the evaluation area with resolution of 1 meter per pixel (desired) or 3 meters per pixel (required). In addition, the government will supply elevation data (desired) for the evaluation area.
2. Operators and facilities for the user jury. Approximately 4 to 8 operators to participate in user jury. Location/facilities for the user jury. If the user jury will use data different from that described above (e.g. maps for Afghanistan or Iraq), we will also require aerial imagery and elevation data for that area.

## Test Plan

We will work closely with the LTATV program team to develop an evaluation plan, as indicated in the SOW during the program. The goals of the evaluation are:

- Ensure proper function of software features.
- Verify that operators can easily mount the hardware and use the software.
- Determine how long it takes for an operator to learn the system.
- Evaluate the system's ability to provide useful information to aid in navigation decision making in an operational environment.
- Provide feedback for feature refinement.

Elements of the plan that we think are important include:

- Evaluation of features for usability, presentation, speed, intuitive use.
- Evaluation of SOF operator's ability to interface with datasets via a secure digital (SD) memory card.
- Evaluation of visual and tactile interface during driving conditions.
- Ability to quickly dismount and remount.
- Ability to keep vehicle on the appropriate Best Path.

Technical Data Package (Optional)

Primordial shall deliver a Developmental Drawing technical data package (TDP) as described in Table 5.

	Title	Description
1	Hardware Interface Control Drawing	Describes the hardware components (e.g. vehicle, mount, and computer), cables, and connectors.
2	Software Feature Set Drawing	Describes the software's baseline features as well as those specifically developed under this effort.
3	Software Operational Drawing	Describes the process for obtaining map data for a new mission area.
4	Software Architecture Drawing	Describes the software components.

Table 3: Technical Data Package.

## Management Approach

### Master Schedule

We support the use of Integrated Product Teams (IPTs) and propose periodic planned calls and face to face meetings. The frequency can be finalized at the start of work meeting, however we propose as a baseline, a minimum of monthly conference calls and a face to face meeting at the project's midpoint. The project is planned to take place during six months of elapsed time, consuming about six months of effort, undertaken by the project manager, staff, and consultants. The plan schedule provided below indicates the primary tasks and their expected duration. The conclusion of each task is a milestone in the Phase I effort. Note that this table provides information regarding elapsed time, not the relative level of effort.

Performance Schedule		Months					
Task	Personnel	1	2	3	4	5	6
1. Develop Map Data	Project Manger, Software Lead, Project Support, Test & Evaluation	X	X				
2. Update Software Features	Project Manger, Software Lead, User Jury Lead, Project Support, Test & Evaluation		X	X	X		
3. Perform Integration	Project Manger, Hardware Integration Lead, Hardware Mount Lead, Project Support, Test & Evaluation				X	X	
4. Support Evaluation	Project Manger, User Jury Lead, Project Support, Test & Evaluation					X	X

Table 4: Performance Schedule. We foresee no significant challenges in meeting a six month schedule.



Section D - Packaging and Marking

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s). The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

Each package, report or other deliverable shall be accompanied by a letter or other document which: (1) Identifies the contract by number under which the item is being delivered. (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s). (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

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

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

## Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

CLIN	DELIVERY DATE	QTY	UNIT	SHIP TO ADDRESS	UIC
0001	01-APR-2007	1	LOT	N/A FOB: Origin	
0002	IAW CDRL A0001-A0003				
0003	01-May-2007	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: \$389,377.07  
CIN F2VUF06213A1000001: \$385,546.12  
CIN F2VUF06213A1000003: \$3,830.95

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](mailto:hutchea@socom.mil)

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

DCMA Twin Cities  
B.H. Whipple Federal Bldg.  
Rm. 1150, 1 Federal Dr.  
Ft. Snelling, MN 55111-4007

(c) The Requiring Activity Official is:

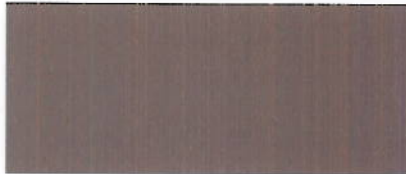
  
USSOCOM, SOAL-SW  
7701 Tampa Point Blvd.  
MacDill AFB, FL 33621-5323  


(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

Bank Name:  
 Account Name:  
 Bank Address:  
 Account Number:  
 Routing Number:



(g) Special Payment Instructions: None.

(end of clause)

G.1 Performance Based Payment Schedule

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

Contract: H92222-06-C-0043 CLIN 0001					
EVENT NO.	EVENT TYPE	EXPECTED DATE	DESCRIPTION	METHOD OF VERIFICATION	EVENT VALUE DOLLAR AMOUNT
1	Severable	1 Dec 06	Develop and deliver map data Reference SOW Task 1	Delivery and acceptance by USSOCOM PM-FOSOV Government Representative	\$83,851.53
2	Severable	1 Feb 07	Develop and deliver software features Reference SOW Task 2		\$160,848.40
3	Severable	1 Mar 07	Complete integration Reference SOW Task 3	Inspection and acceptance by USSOCOM PM-FOSOV Government Representative	\$66,795.04
4	Severable	1 Apr 07	Completion of Ground Guidance Ref: SOW Task 4	Delivery and acceptance by USSOCOM PM-FOSOV Government Representative of After Action Report Ref: CDRL A002	\$74,051.15

(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
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	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
52.246-23	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
5652.201-9002	Authorized Changes Only by Contracting Officer (2005)	MAY 2005

CLAUSES INCORPORATED BY FULL TEXT



## 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30<sup>th</sup> day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory

financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or

performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract

have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(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)

#### 5652.204-9002 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)

5652.252-9000 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

<b>Attachment/Exhibit Number</b>	<b>Title of Attachment/Exhibit</b>	<b>Number of Pages</b>	<b>Date</b>
Attachment 1	Table of Identification & Assertion of Use, Release, or Disclosure Restrictions Ref: DFARS 252.227-7017	1	06 September 06
Exhibit A	CDRL A001 – Contractor’s Progress, Status, and Management Reports CDRL A002 – Scientific and Technical Report CDRL A003 – Computer Software Product End Items CDRL A004 – Technical Data Package	4	28 September 06

Attachment 1

252.227-7017 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:

With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
Ground Guidance software	Developed at private expense	Restricted - Government may use software, but not distribute, duplicate, or resell it	Randy L. Milbert, President, Primordial
Ground Guidance map data	(Same as previous)	(Same as previous)	(Same as previous)

Exhibit A

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. 0001		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER <input checked="" type="checkbox"/>							
C. SYSTEM/ITEM BAA LTATV / Ground Guidance: Off-Road Navigation Software			E. CONTRACT/PR. NO. H92222-06-C-0043		F. CONTRACTOR PRIMORDIAL INC						
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM COMPUTER SOFTWARE PRODUCT END ITEMS		3. SUBTITLE								
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-80700			5. CONTRACT REFERENCE			6. REQUIRING OFFICE SOAL SW					
7. DD FORM REG No	8. DIST STATEMENT REQUIRED	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 contractor shall deliver hardware and software developed under the contract to the contracting officer. This includes navigational software deployed on the appropriate hardware as well as vehicle integration hardware for complete systems.</p> <p>BLK 14: Electronic transmission of data is required as much as practicable.</p> <p>BLK 14a: hutchear@socom.mil</p>					See Blk. 16	See Blk. 16	Final	Reg	Repr		
15. TOTAL											
G. PREPARED BY		H. DATE 28 Sept 06		I. APP		J. DATE 28 September 2006					



## 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. 0002			B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER <input checked="" type="checkbox"/>		
D. SYSTEM/ITEM BAA LTATV / Ground Guidance: Off-Road Navigation Software			E. CONTRACT/PR. NO. H92222-06-C-0043		F. CONTRACTOR PRIMORDIAL, INC.		
1. DATA ITEM NO. A001	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		6. REQUIRING OFFICE SOAL SW		
7. DD 250 REQ	9. DIST STATEMENT REQUIRED B	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION One month after receipt of contract		14. DISTRIBUTION		
8. APP CODE	11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ					
10. REMARKS  The Reports may be in Contractor format.  Report shall include at a minimum the following items:  Progress according to original scope & task list, Schedule & Performance Report, Funding expenditure report, and projected performance for the next reporting period.  BLK 14: Electronic transmission of data is required as much as practicable.  BLK 14a: <a href="mailto:hutchea@socom.mil">hutchea@socom.mil</a> <div style="background-color: black; width: 150px; height: 15px; margin-top: 5px;"></div>			a. ADDRESSEE See Blk. 16	b. COPIES Draft See Blk. 16	Final Reg Repr See Blk. 16		
15. TOTAL							
G. PREPARED BY [Redacted]		H. DATE 28 Sept 06		I. APPROVED BY [Redacted]		J. DATE 28 September 2006	

**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. <p align="center">0002</p>		B. EXHIBIT <p align="center">A</p>	C. CATEGORY: TOP _____ TM _____ OTHER <input checked="" type="checkbox"/>		
D. SYSTEM/ITEM BAA LTATV / Ground Guidance: Off-Road Navigation Software		E. CONTRACT/PR NO. H92222-06-C-0043	F. CONTRACTOR PRIMORDIAL INC		
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A		5. CONTRACT REFERENCE		6. REQUIRING OFFICE SOAL SW	
7. DD 256 REQ SS	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		
8. APP CODE		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		
14. REMARKS		14. ADDRESS		14. COPIES	
<p>The contractor shall deliver a written final report in the contractor's format.</p> <p>Report shall include at a minimum the following:</p> <p>Performance, schedule &amp; cost summary for the effort, fielding implementation plan, Discussions of lessons learned, and feasibility discussions for automation of the cost grid development &amp; land cover data derivative.</p> <p>BLK 14: Electronic transmission of data is required as much as practicable.</p> <p>BLK 14a: <a href="mailto:hutchea@socom.mil">hutchea@socom.mil</a></p>		See Blk. 16		Over	Final
		See Blk. 16		Reg	Repr
		15. TOTAL			
D. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE
		28 Sep 06			28 September 2006

**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. 0003			B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>			
D. SYSTEM/ITEM BAA LTATV			E. CONTRACT/PR. NO. H92222-06-C-0043		F. CONTRACTOR PRIMORDIAL, INC			
1. DATA ITEM NO. A004	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		6. REQUIRING OFFICE SOAL SW			
7. DO 250 REQ A	8. 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	Draft	Final		
			See Blk. 16	See Blk. 16	See Blk. 16	Reg	Repr	
16. REMARKS								
Technical Data Package Level II / Developmental Drawings due for each vehicle integration configuration.								
Format shall be .dwg files for 2D drawings and 3D models (if any), shall be compatible with Pro-E Software.								
For contractor owned data, contractor will provide its standard commercial envelope drawings as required.								
Any applicable software code developed IAW the SOW should be included, as well as technical data for software interface requirements.								
BLK 14: Electronic transmission of data is required as much as practicable.								
BLK 14a:								
<a href="mailto:hutchea@socom.mil">hutchea@socom.mil</a>								
								
15. TOTAL								
G. PREPARED BY 			H. DATE 28 Sept 06		I. APPROVED BY 		J. DATE 28 September 2006	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1   3
2. AMENDMENT/MODIFICATION NO. F00001	3. EFFECTIVE DATE 26-Feb-2007	4. REQUISITION/PURCHASE REQ. NO. F2VJF08213A100	5. PROJECT NO. (If applicable)	
6. ISSUED BY HQ USSOCOM SOAL-K ATTN: TIFFANY GARFIELD 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323	CODE H92222	7. ADMINISTERED BY (If other than item 6) DCMA TWIN CITIES B.H. WHIPPLE FEDERAL BLDG. RM. 1150, 1 FEDERAL DR. FT. SNELLING MN 55111-4007		CODE S2401A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PRIMORDIAL, INC RANDY L. MILBERT 1835 ENERGY PARK DRIVE SAINT PAUL MN 55108-2721			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. H92222-06-C-0043	
			X 10B. DATED (SEE ITEM 13) 29-Sep-2006	
CODE 1Y9N1	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.				
<p>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:</p> <p>(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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/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: garfield07585				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore 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) CHARLES E. BRIGHT / CONTRACTING OFFICER TEL: 813-826-7322 EMAIL: brightc@socom.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 01-Mar-2007	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

The purpose of this modification is to delete event 4 of the performance based payments schedule in accordance with FAR 32.1004 (b)(2)(ii). At the time of award the performance based payment schedule was erroneously awarded with events 1 through 4 totaling one hundred percent of CLIN 0001. In accordance with FAR 32.1004 (b)(2)(ii), the total performance based payments may not exceed ninety percent of the delivery order item price as this is on a delivery item basis. Event four is deleted in the amount of \$74,051.15 from the schedule and the contractor will invoice for this upon acceptance by the government for CLIN 0001.

G.1 Performance Based Payment Schedule is changed from:

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

Contract: H92222-06-C-0043 CLIN 0001					
EVENT NO.	EVENT TYPE	EXPECTED DATE	DESCRIPTION	METHOD OF VERIFICATION	EVENT VALUE DOLLAR AMOUNT
1	Severable	1 Dec 06	Develop and deliver map data Reference SOW Task 1	Delivery and acceptance by USSOCOM PM-FOSOV Government Representative	\$83,851.53
2	Severable	1 Feb 07	Develop and deliver software features Reference SOW Task 2		\$160,848.40
3	Severable	1 Mar 07	Complete integration Reference SOW Task 3	Inspection and acceptance by USSOCOM PM-FOSOV Government Representative	\$66,795.04
4	Severable	1 Apr 07	Completion of Ground Guidance Ref: SOW Task 4	Delivery and acceptance by USSOCOM PM-FOSOV Government Representative of After Action Report Ref: CDRL A002	\$74,051.15

To:

Contract: H92222-06-C-0043 CLIN 0001					
EVENT NO.	EVENT TYPE	EXPECTED DATE	DESCRIPTION	METHOD OF VERIFICATION	EVENT VALUE DOLLAR AMOUNT
1	Severable	1 Dec 06	Develop and deliver map data Reference SOW Task 1	Delivery and acceptance by USSOCOM PM-FOSOV Government Representative	\$83,851.53
2	Severable	1 Feb 07	Develop and deliver software features Reference SOW Task 2		\$160,848.40
3	Severable	1 Mar 07	Complete integration Reference SOW Task 3	Inspection and acceptance by USSOCOM PM-FOSOV Government Representative	\$66,795.04

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 05-Apr-2007	4. REQUISITION/PURCHASE REQ. NO. FZVUF06213A100		5. PROJECT NO. (If applicable)		
6. ISSUED BY HQ USSOCOM BOMAP ATTN: TERRANCE GARFIELD 1701 TAMPA POINT BLVD MACDILL AFB FL 33521-1203	CODE H92222	7. ADMINISTERED BY (If other than item 6) DCMA TWIN CITIES B.H. WHIPPLE FEDERAL BLDG. RM. 1150, 1 FEDERAL DR. FT. SNELLING MN 55111-4007		CODE	S2401A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PRIME SOURCE INC. RENDLE E. MELBERT 1855 ENERGY PARK DRIVE SAKAT PAUL MN 55002-0021				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. H92222-06-C-0043		
				X 10B. DATED (SEE ITEM 13) 29-Sep-2008		
CODE 1Y9N1		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.						
<p>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:</p> <p>(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.</p>						
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)						
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: garfield07815						
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>						
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: 613-826-7411 EMAIL: sgriffin@socom.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY: [REDACTED]		16C. DATE SIGNED 06-Apr-2007
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

The purpose of this modification is to extend the delivery date for CLIN 0001. This is a no cost modification.

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 29-SEP-2006 TO 01-APR-2007	N/A	N/A FOB: Origin	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 29-SEP-2006 TO 01-MAY-2007	N/A	N/A FOB: Origin	

(End of Summary of Changes)