

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 30	
2. Contract No. GS23F0064K		3. Award/Effective Date 2013FEB05		4. Order Number W56HZV-13-F-B001		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name MATTHEW C. BAKEY		B. Telephone Number (No Collect Calls) (586)282-0418		6. Solicitation Issue Date	
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:			
Email: MATTHEW.C.BAKEY2.CIV@MAIL.MIL				<input type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program			
				<input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)			
				<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 541712			
				<input type="checkbox"/> 8(A) Size Standard:			
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA4	
				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA HUNTSVILLE 1040 RESEARCH BLVD, SUITE 100 MADISON AL 35758-2040		Code S0107A	
Telephone No.				18a. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 1-800-756-4571 FAX 614-693-2224			
17a. Contractor/Offeror Code 0BCG3 Facility		QUANTUM RESEARCH INTERNATIONAL, INC. 991 DISCOVERY DR NW HUNTSVILLE, AL 35806-2811		Code HQ0338			
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
(Use Reverse and/or Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data SEE CONTRACT ADMINISTRATION DATA						26. Total Award Amount (For Govt. Use Only) \$682,045.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.							
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.							
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.				<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED/			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) LEON WILSON LEON.WILSON1@US.ARMY.MIL (586)282-2076		31c. Date Signed 2013FEB06	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative			
			32g. E-Mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
Partial	Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.		39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer			41c. Date		42b. Received At (Location)	
					42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-F-B001 MOD/AMD

Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	SUPPLIES OR SERVICES AND PRICES/COSTS																				
0001	SBCT LABOR SUPPORT SERVICES																				
0001AA	<u>SBCT LABOR SUPPORT SERVICES</u>	1	LO		\$ 552,371.00																
	GENERIC NAME DESCRIPTION: SBCT LABOR SUPPORT SERVICES PRON: X13GW001X1 PRON AMD: 01 ACRN: AA																				
	<table border="0"> <thead> <tr> <th><u>Labor Category</u></th> <th><u>Rate</u></th> <th><u>Hours</u></th> <th><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>Subj Matter Expert</td> <td>\$208.05</td> <td>1,400</td> <td>\$291,270</td> </tr> <tr> <td>Principal Sys Analyst</td> <td>\$135.99</td> <td>1,920</td> <td>\$261,101</td> </tr> <tr> <td>TOTAL</td> <td></td> <td>3,320</td> <td>\$552,371</td> </tr> </tbody> </table>	<u>Labor Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>	Subj Matter Expert	\$208.05	1,400	\$291,270	Principal Sys Analyst	\$135.99	1,920	\$261,101	TOTAL		3,320	\$552,371				
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001	1	04-FEB-2014																			
	\$ 552,371.00																				
0001AB	<u>SBCT TRAVEL & ODC</u>	1	LO		\$ 34,000.00																
	GENERIC NAME DESCRIPTION: SBCT TRAVEL & ODC PRON: X13GW001X1 PRON AMD: 01 ACRN: AA																				
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-F-B001 MOD/AMD

Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0002	RSJPO LABOR SUPPORT SERVICES																						
0002AA	<p><u>RSJPO LABOR SUPPORT SERVICES</u></p> <p>GENERIC NAME DESCRIPTION: RSJPO LABOR SUPPORT SERVICES PRON: 3R3GR0473R PRON AMD: 01 ACRN: AB</p> <table border="1"> <thead> <tr> <th><u>Labor Category</u></th> <th><u>Rate</u></th> <th><u>Hours</u></th> <th><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>Subj Matter Expert</td> <td>\$208.05</td> <td>432</td> <td>\$89,878</td> </tr> </tbody> </table> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th><u>DLVR SCH</u></th> <th><u>REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>PERF COMPL</u></th> <th><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>1</td> <td></td> <td>04-AUG-2013</td> </tr> </tbody> </table> <p>\$ 89,878.00</p>	<u>Labor Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>	Subj Matter Expert	\$208.05	432	\$89,878	<u>DLVR SCH</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>PERF COMPL</u>	<u>DATE</u>		001	1		04-AUG-2013	1	LO		\$ 89,878.00
<u>Labor Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>																				
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0002AB	<p><u>RSJPO TRAVEL & ODC</u></p> <p>GENERIC NAME DESCRIPTION: RSJPO TRAVEL & ODC PRON: 3R3GR0473R PRON AMD: 01 ACRN: AB</p> <p>CLIN amount is a Fixed Not to Exceed basis.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1"> <thead> <tr> <th><u>DLVR SCH</u></th> <th><u>REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>PERF COMPL</u></th> <th><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td></td> <td>001</td> <td>1</td> <td></td> <td>04-AUG-2013</td> </tr> </tbody> </table> <p>\$ 5,796.00</p>	<u>DLVR SCH</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>PERF COMPL</u>	<u>DATE</u>		001	1		04-AUG-2013	1	LO		\$ 5,796.00								
<u>DLVR SCH</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>PERF COMPL</u>	<u>DATE</u>																			
	001	1		04-AUG-2013																			
0003	SBCT LABOR -- OPTION PERIOD 1																						

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-F-B001 MOD/AMD

Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0003AA	<p><u>SBCT LABOR SUPPORT SERVICES -- OPTION PERIOD 1</u></p> <p>GENERIC NAME DESCRIPTION: SBCT LABOR -- OPTION PERIOD 1</p> <table border="0"> <tr> <td><u>Labor Category</u></td> <td><u>Rate</u></td> <td><u>Hours</u></td> <td><u>Total</u></td> </tr> <tr> <td>Subj Matter Expert</td> <td>\$214.29</td> <td>1,400</td> <td>\$300,006</td> </tr> <tr> <td>Principal Sys Analyst</td> <td>\$140.07</td> <td>1,920</td> <td>\$268,934</td> </tr> <tr> <td>TOTAL</td> <td></td> <td>3,320</td> <td>\$568,940</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>04-FEB-2015</td> </tr> </table> <p>\$ 568,940.00</p>	<u>Labor Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>	Subj Matter Expert	\$214.29	1,400	\$300,006	Principal Sys Analyst	\$140.07	1,920	\$268,934	TOTAL		3,320	\$568,940	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	04-FEB-2015	1	LO		\$ 568,940.00
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DLVR SCH		PERF COMPL																												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																												
001	1	04-FEB-2015																												
0004	<p>SBCT LABOR -- OPTION PERIOD 2</p>																													
0004AA	<p><u>SBCT LABOR -- OPTION PERIOD 2</u></p>	1	LO		\$ 586,006.00																									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-F-B001 MOD/AMD

Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
	<p>GENERIC NAME DESCRIPTION: SBCT LABOR -- OPTION PERIOD 2</p> <table border="0"> <tr> <td><u>Labor Category</u></td> <td><u>Rate</u></td> <td><u>Hours</u></td> <td><u>Total</u></td> </tr> <tr> <td>Subj Matter Expert</td> <td>\$220.72</td> <td>1,400</td> <td>\$309,008</td> </tr> <tr> <td>Principal Sys Analyst</td> <td>\$144.27</td> <td>1,920</td> <td>\$276,998</td> </tr> <tr> <td>TOTAL</td> <td></td> <td>3,320</td> <td>\$586,006</td> </tr> </table> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 04-FEB-2016</p> <p>\$ 586,006.00</p>	<u>Labor Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>	Subj Matter Expert	\$220.72	1,400	\$309,008	Principal Sys Analyst	\$144.27	1,920	\$276,998	TOTAL		3,320	\$586,006	2			
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0004AB	<p><u>SBCT TRAVEL & ODC - OPTION PERIOD 2</u></p> <p>GENERIC NAME DESCRIPTION: SBCT TRAVEL - OPTION PERIOD 2</p> <p>CLIN amount is a Fixed Not to Exceed basis.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 04-FEB-2016</p> <p>\$ 36,071.00</p>	1	LO		\$ 36,071.00																
0005	<p>SBCT LABOR -- OPTION PERIOD 3</p>																				
0005AA	<p><u>SBCT LABOR -- OPTION PERIOD 3</u></p> <p>GENERIC NAME DESCRIPTION: SBCT LABOR -- OPTION PERIOD 3</p>	1	LO		\$ 603,588.00																

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-F-B001 MOD/AMD

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0005AB	<p><u>SBCT TRAVEL & ODC - OPTION PERIOD 3</u></p> <p>GENERIC NAME DESCRIPTION: SBCT TRAVEL - OPTION PERIOD 3</p> <p>CLIN amount is a Fixed Not to Exceed basis.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 04-FEB-2017</p> <p>\$ 37,153.00</p>	1	LO		\$ 37,153.00																
9999AA	<p><u>CONTRACTOR MANPOWER REPORTING (CMR)</u></p> <p>Manpower Reporting Requirements to Account for Contract Services</p> <p>In accordance with the PWS, the required information shall be reported to the secure website under two (2) circumstances:</p>																				

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-F-B001 **MOD/AMD**

Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9999AB	<p>a. annually, during the month of October, or</p> <p>b. within 30 days following contract expiration or termination for contracts crossing fiscal years.</p> <p>The Contracting Officer's Representative (COR) is responsible for ensuring that the contractor has reported the required information.</p> <p>This CLIN 9999AA is Not Separately Priced.</p> <p>UIC # W6DXAA</p> <p>(End of narrative B001)</p> <p><u>DATA ITEMS</u></p> <p>Technical Data as set forth in the Contract Data Requirements Lists (CDRL's) A001 to A004, which are attached as Exhibit A. These CDRL's are Not Separately Priced, and are required deliverables for the Base Period, Option Period 1 (if exercised), Option Period 2 (if exercised), and Option Period 3 (if exercised).</p> <p>(End of narrative B001)</p>				

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

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PIIN/SIIN W56HZV-13-F-B001

MOD/AMD

Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	DEC/2012

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

Section C - Performance Work Statement (PWS)

1.0 Scope

The purpose of this effort is to provide Contractor Senior Acquisition Program Management Analyst Support services to the Project Manager Stryker Brigade Combat Team (PM SBCT) and the Project Manager Robotics Systems Joint Project Office (PM RSJPO) in order to provide support to the Maneuver Systems Directorate, and Office of the Assistant Secretary of the Army (Acquisition, Logistics, & Technology). This effort involves providing Army level oversight for: the Stryker Armored Vehicles, an Acquisition (Category ID) program; and the Robotic Systems program. For the PM SBCT, the contractor shall provide analytical and technical support in order for the Stryker Brigade Project leadership to accurately portray the testing, production, and fielding of the Stryker to the decision makers within the Army and also the Office of the Secretary of Defense (OSD). For the PM RSJPO, the contractor shall provide analytical and technical support in order for the Robotics Systems Project leadership to accurately portray the funding and technical approaches to the decision makers within the Army and also the OSD. The contractor shall be the liaison between the Stryker Brigade Project Office and the PM RSJPO to the following elements: Army Budget Office (ABO) and other General Staff elements in the Pentagon to include the G3, G4, and G8, OSD, Headquarters, Department of Army (HQDA) staff, Project Managers (PMs), and the users community relative to both the Stryker and Robotics Systems Programs.

1.1 Background

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United States Army Contracting Command (ACC), Warren requires on-site Contractor Senior Acquisition Program Management Analyst Support services to ensure programmatic and budgetary information is communicated to the elements listed in Section 1.0. These requirements typically include researching, analyzing, preparing presentation materials, and assisting Government Personnel with briefing those materials. This effort does not require the contractor to develop or evaluate program and budget requests, or to determine budget priorities or strategies.

2.0 Requirements:

The contractor personnel shall:

2.1 On a daily basis, based on requirements in Theater, perform research and analysis of: testing, production, and fielding of the Stryker Family of Vehicles (FOV); and robotics systems and technologies. This activity is required in order for the contractor personnel to maintain a level of expertise regarding the Stryker FOV, and new robotics technologies available. The requirements come in the form of Operational Needs Statements (ONS) and Joint Urgent Operational Needs Statements (JUONS), Congressional Inquiries, inquiries regarding Unmanned Ground Systems (UGS), Maneuver, Maneuver Support, and Sustainment Systems which are received by the PM SBCT or PM RSJPO. All of the above requirements are reviewed by the respective receiving Program Management Office (PMO), and sent to the contractor personnel, who shall then initiate the research and analysis activity. The research shall consist of communicating with the organizations listed in 1.0, and searching online U.S. Government (USG) websites and Army policies and guidelines. Performance standard: the contractor employees level of expertise of the Stryker FOV and robotics systems and technologies is deemed acceptable by the COR based on communication between the contractor employees and the COR.

2.2 At minimum on a monthly basis, prepare briefing materials in accordance with (IAW) CDRL A001 in order to exhibit current and future SBCT and RSJPO program funding and technical approaches to the elements listed in Section 1.0. The briefing materials shall be used in order for the Government to make funding decisions. The contractor personnel shall provide the material to the respective PMO for review at minimum 2 business days prior to the scheduled briefing. Upon review by the respective PMO, the contractor shall assist Government Personnel in briefing the information to Army and OSD at the Pentagon. The briefings shall provide information regarding funding decisions made by Army, OSD, or Capitol Hill for the SBCT and RSJPO programs. The contractor shall provide a written briefing status report IAW CDRL A002 to the respective PMO within 2 business days after the briefing in order to communicate the results of the brief. Performance standard: Briefing material, briefings, and status reports are deemed acceptable by the COR based on accuracy, completeness, and timeliness.

2.3 On a minimum monthly basis, attend In Process Review (IPR) meetings. The purpose of attendance is so the contractor personnel can remain current on the status of all programs within the SBCT and RSJPO. Reset related IPR's take place in Ft. Lewis and Anniston; and Battle Damage Repair (BDR) IPR's take place in Detroit. The contractor shall maintain notes, results, recommendations, plans, or schedules originating in the IPR meetings and shall provide copies of these written materials within 7 days of request being made by SBCT or RSJPO personnel. Performance standard: Written materials are deemed acceptable by the COR based on accuracy, completeness, and timeliness.

2.4 The contractor is hereby precluded from representing the Army in any forum and is specifically prohibited from attendance at any meeting attended by any member of Congress or Congressional Staff member. The contractor shall no longer identify themselves as "DASC's" in any correspondence, communication medium, or forum. Instead, contractor personnel will be referred to as "Contractor Senior Acquisition Program Management Analysts" (e.g., "Stryker Contractor Senior Acquisition Program Management Analyst").

3.0 Contractors Status Reports

The contractor shall provide a monthly status report on all open and projected actions IAW CDRL A003. The report shall be a synopsis of contractor performance for the previous month, including monthly accomplishments and discussion of anticipated activities for the following month. These reports shall also include amount of funds and number of hours expended; funds and hours remaining; and outstanding issues or problems. The contractor shall deliver the monthly status report electronically to the respective COR no later than 10 business days following the last business day of each month. Performance standard: Reports shall be deemed acceptable by the COR based on accuracy, completeness, and timeliness.

4.0 General Information**4.1 Periods of Performance**

4.1.1 Periods of Performance for PM SBCT are as follows:

Base Period of Performance: 365 days after contract award
Option Period One: 365 days after the last day of Base PoP
Option Period Two: 365 days after the last day of Option Period One
Option Period Three: 365 days after the last day of Option Period Two

4.1.2 Period of Performance for PM RSJPO is as follows:

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Base Period of Performance: 180 days after contract award

The Government reserves the right to extend the term of this contract at the prices set forth in Section B in accordance with the terms and conditions contained in clause 52.217-9 entitled, Option to Extend the Term of the Contract.

4.2 Hours of Operations/Place of Performance

The contractor is responsible for conducting services for 8 hours per day between the hours of 0600 and 1700 Monday thru Friday. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work. The Places of Performance are South Carolina and Washington, DC.

4.3 Travel

Contractor personnel shall be required to travel in order to perform this PWS. The contractor shall obtain authorization for all travel in advance from the Government Contracting Officer Representative (COR). Authorized travel will be payable as an Other Direct Cost (ODC) and vouchers for reimbursement of travel must be included with the monthly invoice and approved by the COR prior to payment. Contractor personnel shall submit a written trip report to the COR no later than 3 business days after completion of travel IAW CDRL A004. Performance standard: Reports shall be deemed acceptable by the COR based on accuracy, completeness, and timeliness. There will be no reimbursement for local travel in and around contractors place of performance (within 50 mile radius). Contractor shall use the lowest available airfare and accommodations available during normal business hours. Reimbursement for lodging and incidental expenses will be considered reasonable and allowable to the extent the costs do not exceed the rates allowed by the Joint Travel Regulation.

4.3.1 Specific travel requirements for PM SBCT are as follows

- Six (6) trips from DC to Detroit, one (1) person for two (2) days per trip
- One (1) trip from DC to Ft. Lewis, one (1) person for three (3) days
- Fourteen (14) trips from SC to DC, one (1) person for two (2) days per trip
- One (1) trip from SC to Ft. Lewis, one (1) person for three (3) days
- Six (6) trips from SC to Detroit, one (1) person for two (2) days per trip
- One (1) trip from SC to Anniston, one (1) person for two (2) days

4.3.2 Specific travel requirements for PM RSJPO are as follows

- Three (3) trips from SC to DC, one (1) person for two (2) days per trip
- One (1) trip from SC to Detroit, one (1) person for two (2) days per trip
- One (1) trip from SC to Huntsville, AL, one (1) person for two (2) days

4.4 Government Furnished Equipment (GFE) / Facilities

4.4.1 GFE

The Government will provide a Blackberry to the contractor employee executing this PWS for SBCT.

4.4.2 Facilities

The contractor shall be responsible to provide office space, office supplies, computer equipment, internet and web access, telephone and reproductions facilities as required. In the execution of this PWS, the Government will provide hoteling services to all contractor employees. Hoteling services are provided at Government facilities and are inclusive of: internet connection, telephone service, and basic workspace.

4.5 Security Requirement

The security classification requirement for individuals supporting this PWS is Secret. All contractor personnel must maintain a favorable background investigation before accessing databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer. Non-Use and Non-Disclosure Agreements are required of all contractor personnel performing under this contract. All contractors shall execute a non-disclosure statement. The contractor is responsible for obtaining required identification cards, tags, and badges in accordance with AR 600-8-14. The contractor and subcontractor(s), if any, shall complete a background security check of all personnel (SF-85P) before new employees report for duty. Execution of SF-85P is a requirement for contractor personnel to receive a Common Access Card (CAC). The contractor shall have access to Government data for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in the contract and as detailed in the DD Form 254 (if required). A separate DD 254 is required for all contracts involving access to classified information. Internet site <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD Form 254. Prior

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to starting work on the contract, DISCO must determine the eligibility of contractor personnel and grant them access to the highest level of classified information covered by the contract (security clearance). Contact your Facility Security Officer (FSO) or the G2, for assistance in initiating action to receive a security clearance. Per FAR 37.114 (c), all contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such. Additionally, all contractor personnel must ensure that all documents or reports produced are suitably marked as contractor products or that contractor participation is appropriately disclosed.

*** END OF NARRATIVE C0001 ***

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
2	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

3	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: _____
(Name) (CAGE)

(Address) (City) (State) (Zip)

ACCEPTANCE POINT: _____
(Name) (CAGE)

(Address) (City) (State) (Zip)

[End of Clause]

Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	OBLIGATED <u>AMOUNT</u>
0001AA	X13GW001X1	1	A.0007090.1.8.3	AA	\$ 552,371.00
0001AB	X13GW001X1	1	A.0007090.1.8.3	AA	\$ 34,000.00
0002AA	3R3GR0473R	1	A.0009292.1.10	AB	\$ 89,878.00
0002AB	3R3GR0473R	1	A.0009292.1.10	AB	\$ 5,796.00
TOTAL					\$ 682,045.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
AA	021 201320152033 A5XGK G85100AFPST 251A L032545972 A.0007090.1.8.3	021001 \$ 586,371.00
AB	021 201320132020 A5XGL 135197VFRE 252G L032934575 A.0009292.1.10	021001 \$ 95,674.00
TOTAL		\$ 682,045.00

<u>LINE</u>	<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
0001AA	AA	021	201320152033 A5XGK G85100AFPST 251A L032545972 A.0007090.1.8.3	021001
0001AB	AA	021	201320152033 A5XGK G85100AFPST 251A L032545972 A.0007090.1.8.3	021001
0002AA	AB	021	201320132020 A5XGL 135197VFRE 252G L032934575 A.0009292.1.10	021001
0002AB	AB	021	201320132020 A5XGL 135197VFRE 252G L032934575 A.0009292.1.10	021001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1 52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 AUG/2012

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at ://wawf.eb.mil. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

- Select the appropriate type of invoice as indicated below. It is imperative that contractors select the proper type of invoice. Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

_____ Invoice and Receiving Report Combo (Supplies)
Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

_____ Invoice 2-in-1 (Services)
Use for contracts that are entirely for service requirements.

- Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

\'b7 Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)

\'b7 Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)

\'b7 Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)

\'b7 Accept-By DoDAAC Code: W56TRU

\'b7 Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block

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SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	AUG/2010
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(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

[End of Clause]

H.1.0 ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST:

H.1.1 In execution of the PWS, the contractor is privy to current and future budget information for both the Stryker Brigade Combat Team (SBCT) and the Robotics Systems Joint Project Office (RSJPO). The contractor agrees that it shall not compete for or accept any contract or subcontract from SBCT or RSJPO for the production of any system, component or item on which it has obtained budget knowledge under this contract. In addition, the contractor agrees not to work as a subcontractor to any hardware vendor or to provide any system, component, or item on which it has obtained budget knowledge under this contract. This prohibition shall be in effect from contract award through three (3) years after the end of the contract.

H.1.2 The term "contractor" herein means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government, (ii) all business organizations with which it may merge, join or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it, (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or in the future). The prior approval of the Contracting Officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) immediately preceding.

H.1.3 The contractor agrees to enter into written agreements with all companies to whose proprietary data it shall have access to the effect that it will protect such data from unauthorized use or disclosure as long as it remains proprietary. The contractor shall furnish the Contracting Officer with copies of such written agreements, in accordance with FAR 9.505-4.

H.1.4 The contractor agrees to protect the proprietary data and rights of other organizations made available from any source, which were disclosed to it, directly or indirectly during the performance of this contract with the same caution that a reasonable, prudent contractor would use to safeguard its own proprietary data and rights. In addition, the contractor agrees not to utilize the data in supplying hardware or in performing services or studies on contracts, which may be awarded by the Department of Defense on a competitive basis. The contractor agrees not to use proprietary data for any purpose other than that for which it was furnished.

H.1.5 Notwithstanding paragraph H.1.1 above and any other provision herein, protection of and exclusion of use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when data is lawfully obtained by the contractor from some other sources without restriction.

H.1.6 The contractor shall not distribute reports, data or information arising from its performance under this contract, except as provided by this contract, or as may be directed by the Contracting Officer. All proprietary data and any derivative shall be returned to the Government at the end of the contract.

H.1.7 Subcontracts: The contractor shall include the subject conflict of interest provision, including this paragraph, in subcontracts of any tier which involve access to information covered in H.1.1 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears.

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H.1.8 The contractor agrees to thoroughly educate its employees through formal training, company policy information directives and procedures, and by providing an awareness of the legal provisions of FAR Part 9, subpart 9.5, so that each employee will understand the absolute necessity of safeguarding information developed under this contract from anyone other than the contractor's employees who have a need to know, and the U.S. Government.

H.1.9 The Contracting Officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived from this contract so that full compliance with FAR 9.5 policy requirements is achieved.

H.1.10 A personal conflict of interest is defined as a direct or indirect financial interest in any of the firms that have, or may receive, a contract or subcontract for SBCT or RSJPO requirements. The contractor acknowledges that, although its employees are not acting in a decision-making capacity with respect to current and future SBCT and RSJPO budgets, there is the possibility that influence could be exerted on the decision-makers since the contractors employees brief budget information to this group. Therefore, the contractor shall ensure that its employees assigned to perform under this PWS shall be free of all direct and indirect financial conflicts of interest. In addition, the contractor shall educate its employees on this requirement. Upon identification of any potential personal conflict of interest, the contractor shall promptly disclose the personal conflict of interest to the Contracting Officer or his designated representative.

*** END OF NARRATIVE H0001 ***

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Name of Offeror or Contractor: QUANTUM RESEARCH INTERNATIONAL, INC.

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
2	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
3	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
4	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
5	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
6	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	FEB/2012
7	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
8	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
9	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
10	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
11	52.232-11	EXTRAS	APR/1984
12	52.232-17	INTEREST	OCT/2010
13	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
14	52.242-13	BANKRUPTCY	JUL/1995
15	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
16	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
17	52.245-1	GOVERNMENT PROPERTY	APR/2012
18	52.245-9	USE AND CHARGES	APR/2012
19	52.248-1	VALUE ENGINEERING	OCT/2010
20	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
21	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
22	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
23	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
24	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
25	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
26	252.225-7013	DUTY-FREE ENTRY	JUN/2012
27	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
28	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
29	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
30	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
31	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
32	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2013

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101

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note).

___ (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

x (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

x (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

___ (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011) of 52.219-6.

___ (iii) Alternate II (Nov 2011) of 52.219-6.

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

x (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

x (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)).

___ (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

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(25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

(27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

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___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

x (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

x (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

x (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

x (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

x (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

33 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the expiration of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of Clause)

34 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS DEC/2012

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__x_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

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(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2) 252.203-7003, Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).
- (5) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d, E.O. 10582).
 - (ii) Alternate I (OCT 2011) of 252.225-7001.
- (7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a).
- (10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - (ii) Alternate I (OCT 2011) of 252.225-7021.
 - (iii) Alternate II (OCT 2011) of 252.225-7021.
- (14) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 - (ii) Alternate I (JUN 2012) of 252.225-7036.
 - (iii) Alternate II (NOV 2012) of 252.225-7036.
 - (iv) Alternate III (JUN 2012) of 252.225-7036.
 - (v) Alternate IV (NOV 2012) of 252.225-7036.
 - (vi) Alternate V (NOV 2012) of 252.225-7036.
- (17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

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the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 30 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

36 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

37

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

38

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

39

252.211-7005

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

NOV/2005

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the

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this contract).

(End of clause)

41 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

42 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL LIST	31-JAN-2013	003	EMAIL
Attachment 0001	DD254 (QUANTUM UMBRELLA)	31-JAN-2013	006	EMAIL
Attachment 0002	QUALITY ASSURANCE SURVEILLANCE PLAN	31-JAN-2013	006	EMAIL