

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 72	Pages
2. Contract Number		3. Solicitation Number W56HZV-13-R-0288		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2013SEP11	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AHL-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)				
6. Requisition/Purchase Number SEE SCHEDULE							

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 12:00pm (hour) local time 2013OCT11 (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	A. Name ROBIN JEDRZEJEK	B. Telephone (No Collect Calls)			C. E-mail Address ROBIN.JEDRZEJEK@US.ARMY.MIL
Call:		Area Code (586)	Number 282-8388	Ext.	

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attach.			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	45
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	15	X	K	Representations, Certifications, and Other Statements of Offerors	46
X	F	Deliveries or Performance	16				
X	G	Contract Administration Data	18	X	L	Instrs., Conds., and Notices to Offerors	58
X	H	Special Contract Requirements	20	X	M	Evaluation Factors for Award	71

OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
--	---	---	---	--

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	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
---	-------------	-----------------	--

15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
--	-------------------	---

22. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
---	---	-------------------

24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
---	-------------	------------------------------------	-------------

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
--	---	-----------------------

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

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ROBIN JEDRZEJEK
 Buyer Office Symbol/Telephone Number: CCTA-AHL-A/(586)282-8388
 Type of Contract: Cost Plus Fixed Fee
 Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

Solicitation W56HZV-13-R-0288 proposes to award a sole source contract to BAE Systems, Ground Systems Division for the acquisition of Systems Technical Support (STS) services. Systems Technical Support services will support vehicle integration development efforts and operational test support for systems selected to participate in the Armys Network Integration Exercises (NIE) occurring semi-annually as part of the Armys Agile Process. Associated with this planned support is the necessary architecture planning for each integration exercise, integration design, A-Kit development and testing, training, Integrated Logistics Support (ILS) effort, Systems Engineering, and Field Service Representation (FSR).

The purpose of this acquisition is to provide required developmental engineering and logistics support to the Armys adopted Agile Process on current and predecessor variants of the Bradley Family of Vehicles (FOV), M113 FOV, M88 FOV, Paladin, Field Artillery Ammunition Supply Vehicle (FAASV), Multiple Launch Rocket System (MLRS) Carrier, and Paladin Integrated Management (PIM) combat platforms.

The Government intends to award one contract on a Cost Plus Fixed Fee (CPFF), Level of Effort (LOE) basis. A base quantity of hours will be authorized at the time of award, with the remaining hours available for the Government to exercise as option(s). Total LOE hours available over a three year period is anticipated to be approximately 38,400 hours.

The Government requests a CPFF proposal for the effort set forth in this solicitation and the associated Attachments and CDRLs. The Government requests proposal delivery to include the following, no later than the date specified on Page 1, Block 9 of the solicitation. Proposal delivery instructions are referenced in section L of the solicitation.

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV13R0288

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288 MOD/AMD	Page 3 of 72
---------------------------	---	----------------------------

Name of Offeror or Contractor:

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Data not printed.

A-4 52.215-5000 PROPOSAL ADEQUACY CHECKLIST REQUIRED MAY/2013
(ACC)

a. Certified Cost and Pricing Data must be submitted by the offeror IAW FARS 15.403-5, including Table 15-2. You must also complete, and provide with your proposal, the "Proposal Adequacy Checklist" found in Section L (252.215-7009) of this solicitation or a Word version is available on the Contractor Forms Web Page on ProcNet at:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288 MOD/AMD	Page 4 of 72
---------------------------	--	----------------------------

Name of Offeror or Contractor:

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

b. If you fail to fully complete the checklist, it may result in the return of your proposal and/or you will be allowed five (5) business days from the date of your notification to fully complete and submit the checklist.

[End of provision]

A-5 52.225-4004 NOTICE--SOLICITATION RESTRICTED TO DOMESTIC SOURCES FOR MOBILIZATION APR/1985
(TACOM) BASE OR NATIONAL DEFENSE REASONS

This purchase is for a national defense item and is therefore restricted to Domestic Sources that are or qualify to become Registered Emergency Planned Producers.

[End of Provision]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICE LINE ITEM</u></p> <p>LOE Hours Authorized: TBD hours</p> <p>Estimated Cost: \$ ____ TBD ____</p> <p>Fixed Fee: \$ ____ TBD ____</p> <p>Total estimated CPFF \$ ____ TBD ____</p> <p>*Please note the four digit CLIN is a summary narrative intended to roll up the pertaining SLINS for each Work Directive.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0002	<p><u>DATA ITEM</u></p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p style="text-align: center;">(End of narrative B001)</p>			Not Separately Priced	
0003	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>The Contractor shall provide the information required by the Contract Clause entitled CONTRACT MANPOWER REPORTING (CMR), TACOM Clause, 52.237-4000.</p> <p>Unit Identification Code (UIC): W6J1AA</p> <p style="text-align: center;">(End of narrative B001)</p>			Not Separately Priced	

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-R-0288 **MOD/AMD**

Page 6 **of** 72

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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

Page 7 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

B.1 The Government shall have the option to exercise Systems Technical Support hours up to a maximum total of 38,400 hours over the three (3) year contract term.

B.2 ESTIMATED COST, FIXED FEE AND PAYMENT

The estimated cost for the performance of work under this contract is established in Section B at the four-digit Contract Line Item Number (CLIN). The estimated cost and fixed fee is based upon the contractor furnishing the maximum level of effort (LOE) hours specified at the four-digit CLIN level for the specified Period of Performance (PoP). The estimated cost at the Work Directive level (which might include funding under one or more subCLIN under the same CLIN) shall constitute the estimated cost for the purpose of the Contract Clause entitled Limitation of Cost, FAR 52.232-20, but neither the Government nor the contractor guarantee the accuracy of said estimates. The contractor shall notify the Government in accordance with the contract clause hereof entitled Limitation of Cost, whenever there is reason to believe that the funds allotted to this contract are either insufficient or excessive for the performance of the work required. Allowable cost shall be determined, and payment shall be In Accordance With (IAW) FAR clause 52.216-7.

B.2.1 FIXED FEE

The contractor shall be paid the total fixed fee stated in Section B opposite the CLIN exercised for the performance of work IAW the contract clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor services in connection with the work required and performed under this contract. During the performance of the Work Directive and the associated CLIN, the Government shall make interim payments of Fixed Fee with each invoice submitted per FAR 52.216-7, Allowable Cost and Payment, in the same ratio as the Fixed Fee is the Estimated Cost for the CLIN. Interim Fixed Fee payments shall be subject to the withholding provisions.

B.3 WORK DIRECTIVES

Each Work Directive shall establish the Estimated Cost, Fixed Fee, and total CPFF for the associated CLIN through award of LOE hours. Prior to award of LOE hours, the contractor shall submit a basis of estimate (BOE) of the Estimated Cost for the Government evaluation of each Work Directive. The Estimated Cost shall consist of: 1) the estimated LOE hours and estimated cost using the Rate Schedule at B.3, the estimated Other Direct Costs (Material, Subcontracts, Travel, etc), fully burdened, with sufficient detail to allow evaluation.

The estimated ODC cost at the time of Work Directive award will have a fixed fee commensurate to the ratio of fixed fee on the negotiated hourly rates in the Rate Schedule.

Each work directive will be authorized through award of LOE hours and, if applicable, any ODCs. The contractor is not authorized to begin work until the Government Procuring Contracting Officer (PCO) has executed a contract modification.

In the event of a mutually agreed upon change in scope for a Work Directive, the LOE hours, labor cost, ODCs, and associated fee may be adjusted accordingly. The contractor shall not be entitled to additional fee as a result of a cost growth. The estimated cost for ODCs are subject to downward adjustment in the event of a projected or actual underrun in ODCs. Any unperformed labor hours options and its cost may also be reduced, along with associated fee.

The rate schedule (See Section B.4) is for Work Directive estimating purposes only. Actual labor hours, labor costs, and ODC costs incurred in the performance of the Work Directive shall be recorded, reported, and invoiced in accordance with FAR 52.216-7, Allowable Cost and Payment. Fixed Fee will be invoiced in accordance with B.2.1 Fixed Fee.

B.4 RATE SCHEDULE

For LOE hours awarded, dollars will be obligated against the contract in accordance with the rate schedule set forth below:

The following rates shall be used for establishing the estimated cost and labor fee for each Work Directive. Work Directives that have a period of performance over multiple years shall be estimated using rates from each appropriate year.

Performance from September 2013 through August 2014:

	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
Program Support	\$ _____	\$ _____	\$ _____
Senior Engineering	\$ _____	\$ _____	\$ _____
Engineering	\$ _____	\$ _____	\$ _____
Offsite	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____

Performance from September 2014 through August 2015:

	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
Program Support	\$ _____	\$ _____	\$ _____
Senior Engineering	\$ _____	\$ _____	\$ _____
Engineering	\$ _____	\$ _____	\$ _____
Offsite	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

Performance from September 2015 through August 2016:

	Estimated Hourly Cost	Hourly Fixed Fee	Total Cost
Program Support	\$ _____	\$ _____	\$ _____
Senior Engineering	\$ _____	\$ _____	\$ _____
Engineering	\$ _____	\$ _____	\$ _____
Offsite	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL

C.1.1 The contractor, as an independent contractor and not as an agent or employee of the Government, shall provide logistics, engineering, and Field Service Representative (FSR) support for Army Network Integration Exercises (NIE) conducted for the following vehicle systems: Bradley Family of Vehicles (FOV), M113, M1068, M1064, M577, M88 FOV, M109 FOV, and M992.

C.2 BACKGROUND

C.2.1 The Network Integration Evaluation (NIE) Program is a bi-annual test and evaluation cycle in which the Army evaluates a varying number of Systems Under Test (SUT) and Systems Under Evaluation (SUE) from both Government and industry organizations to determine what potential new capability each system may provide in order to increase the overall capability and capacity of the Army tactical network. The NIE Program includes multiple phases per cycle to include Planning and Engineering, Design, Vehicle and System Integration, Communications Exercise (COMMEX) and Validation, Operational Assessment Test and Evaluation Event Support with 2/1 AD, and Vehicle De-Integration.

C.2.2 This contract shall provide for the design, integration, validation, test, evaluation, and de-integration of various Government Furnished Equipment (GFE), SUEs and SUTs into the Bradley Family of Vehicles (FOV), M113, M1068, M1064, M577, M88 FOV, M109 FOV, and M992 platforms, which will then be tested in an operational environment during the NIE. GFE, SUEs and SUTs will be identified for each exercise as defined in the Government Furnished Horse Blanket. Potential SUEs and SUTs will include radios (e.g. AN/VRC-114v1 & v2, AN/PRC-155 HMS-MP, Sidehat, SideFalcon and SideWinder Radios), Networking components (e.g. Cross-Domain Solutions, Tactical Data Routers) and Network Instrumentation. Additional SUEs and SUTs information will be identified and provided by the Government at Decision Point 2 (DP2) per the NIE Tier 1 Schedule (provided as Government Furnished Information (GFI)).

C.2.3 The contractor shall also provide Logistics, Vehicle Integration relevant Network Operations, Engineering and Integration, Configuration Management, and Quality Assurance, in accordance with statements and references provided within this document.

C.3 WORK DIRECTIVES

C.3.1 Work Directive (WD) Requirements - All work under this contract shall be completed in accordance with Work Directives authorized by the Procuring Contracting Officer (PCO). No work shall commence until the contractor has received a fully executed Work Directive. The contractor shall provide all necessary labor, materials, supplies, services, facilities, and equipment to perform the specific work and services required by individual Work Directives. Each proposed Work Directive will clearly and simply state the tasks that accomplish the requirement(s) with a cross reference(s) to Section C, but without merely reiterating the language in Section C. Each Work Directive will include the following information, as a minimum:

- a) Work Directive number (and Work Directive revision number, if applicable) and title.
- b) Reference to the applicable paragraph(s) in Section C.
- c) Objective of the Work Directive (and Work Directive revision, if applicable).
- d) Maximum number of hours authorized and material/ODC dollars needed to accomplish the work.
- e) Detailed description of work to be performed.
- f) Required completion date(s) / Period of performance.
- g) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed
- h) Identification of applicable contract number, contractors name and address.
- i) Identification of deliverables (to include reports, software, data, and prototype hardware) to the Government, as referenced by Contract Data Requirements List (CDRL).
- j) Security Requirements
- k) List of Government Furnished Material (GFM), GFE, GFI, and Government Furnished Property (GFP) provided for the Work Directive.
- l) Government Point of Contact (POC) and contractor POC
- m) PCOs signature

C.3.2 The contractor shall notify the Contracting Officers Representative (COR) and the PCO immediately by telephone if the dates that the work must be performed or data to be delivered will not be met. The contractor shall follow-up this telephone call with a letter or email to the COR and PCO, detailing the reason(s) why the requirements will not be met and proposing corrective action.

C.3.3 As detailed by the Work Directives, the Government may provide to the contractor components, systems, vehicles, data, or other GFM, GFE or GFI for installation onto or into projects or programs for testing and evaluation for use as detailed by the Work Directives.

C.3.4 The contractor is not authorized to incur hours, labor costs, or Material/Other Direct Costs that exceed the estimate on each executed Work Directive without PCO approval. Any hours, labor costs, or Material/Other Direct Costs in excess of that authorized are incurred at the contractors risk and the Government has no obligation to accept or reimburse the cost of these additional hours, labor costs, or Material/Other Direct Costs incurred above that which was authorized. Anytime the contractor has reason to believe that the

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 10 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

hours, labor costs, or Material/Other Direct Costs that it expects to incur in the performance of a Work Directive shall exceed the authorized hours, labor costs, or Material/Other Direct Costs on the Work Directive, the contractor shall notify the PCO in writing. Once the contractor reaches 100% of the hours or costs on any CLIN, all work on all Work Directives assigned to that CLIN must cease.

C.3.5 In accomplishing the effort under this contract, the contractor agrees that it shall not duplicate or otherwise provide efforts, present or future, required to be performed under any current or past contracts.

C.3.6 Access to Data - Upon request by the PCO, COR, or Field Technical Representative (FTR), the contractor shall provide access to records and data (e.g., hard copy and computer files, and all underlying data and files) generated under this contract to include reports, assessments, software programs, technical reports and analyses.

C.4 WORK DIRECTIVE TASKS

The scope of work set forth herein is intended to be general in nature and is representative of the types of effort that may be authorized by work directive.

C.4.1 MEETINGS

C.4.1.1 Contract Conference Call. For each work directive, a schedule for conference calls during the performance period shall be jointly established by the Government and contractor personnel to report on overall status and identify any issues related to specific Work Directive(s).

C.4.1.2 Other Meetings. The contractor shall attend, participate, arrange, and conduct meetings when required by individual Work Directives and in accordance with CDRL A001. The contractor shall be required to prepare agendas and meeting minutes for review and approval, as specified in the individual Work Directive(s).

C.4.2 PLANNING AND REPORTING

C.4.2.1 The contractor shall participate in NIE architecture planning, architecture refinements, and capturing unit NIE Modified Table of Organization and Equipment (MTOE) by providing Subject Matter Experts (SMEs) in the area of MTOE to support System of Systems Engineering & Integration (SOSE&I) and Program Management Armored Brigade Combat Team (PM ABCT). The Government will provide the horse blanket and Transport View (GFI).

C.4.2.2 The contractor shall participate in the Data Point 2 Horse Blanket Lock Down by reviewing the Horse Blanket and providing recommendations on the integration design strategy and feasibility. The contractor shall assess vehicle impacts regarding hardware, software and firmware configurations and make recommendations, by participating in SUE and SUT informational meetings, reviewing white papers, and participating in Horse Blanket architecture meetings.

C.4.3 Deliverable Documentation

C.4.3.1 Performance and Cost Report (PCR)

C.4.3.1.1 The contractor shall provide the PCR in accordance with DI-FNCL-80912, CDRL A002. The PCR shall include monthly and cumulative-to-date Budget, Performance, and Expenditures by Work Directive. This report shall be submitted electronically to the designated Government Point of Contact, PCO, and COR no later than the 12th business day of the following month. This report shall be in contractor format.

C.4.4 RECEIPT INSPECTION

C.4.4.1 The contractor shall perform onsite vehicle receipt inspection for the respective platforms that are being delivered by the unit for integration, in accordance with the NIE Tier 1 schedule (GFI).

C.4.4.2 The contractor shall conduct a receipt inspection for each vehicle platform delivered to the Ft. Bliss Motor Pool for inspection, using a Government provided checklist, and shall record all discrepancies on a DA Form 2404 (Attachment 0002). The contractor shall document all discrepancies between the MTOE configuration and current state of the vehicle. The reports shall be delivered in accordance with CDRL A003.

C.5 ENGINEERING SERVICES

C.5.1 The contractor shall provide onsite engineering technical services related to design and integration of GFE, SUTs, SUEs, and instrumentation equipment on PM ABCT platforms.

C.5.2 The contractor shall develop the PM ABCT installation designs necessary to incorporate and integrate GFE, SUEs, SUTs and instrumentation equipment onto the PM ABCT platforms to be used in NIE. The contractor shall provide required guidance to the team on the installations of GFE, SUEs, and SUT.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

C.5.3 The contractors guidance and designs shall optimize component and system mounting locations and methods, electrical power sources, cabling, cable routing, antenna placement and any other subsystems and components needed for installation of GFE, SUEs and SUTs.

C.5.4 The contractor shall create and deliver a complete level II Technical Data Package (TDP) and installation instructions in accordance with CDRL A006. Basic components of this package shall include mounting Fabrication Drawings, custom Cable Fabrication Drawings, Wire Schematics (Electrical ICD) and Top down Diagrams.

C.5.5 The contractor shall maintain the level II TDP throughout the NIE, incorporating all approved Configuration Change Board (CCB) configuration changes.

C.5.6 The contractor shall coordinate with the Government New Equipment Training (NET) Team to obtain a training package for each specific SUE or SUT, and shall develop a delta teach training package that describes the soldier tasks necessary for operation of the vehicle with the GFE, SUEs and SUTs installed, in accordance with CDRL A004.

C.5.7 The contractor shall deliver a Safety Assessment Report (SAR) that captures each platform configuration, in accordance with CDRL A005.

C.5.8 The contractor shall provide onsite engineering technical services related to operation and performance of the vehicle as a result of SUT and SUE installations throughout Government testing. The contractor shall be on site at the following test facilities: Fort Bliss, White Sands Missile Range (WSMR), and any other location identified in a work directive for NIE, and shall respond to unplanned events and meetings. The USG will notify the contractor within 5 business days of any need to participate in an unplanned meeting at any site other than Ft. Bliss, WSMR, or any other location identified. The Contractor shall provide input into the SUT or SUE Training Support Packages developed by the prospective SUE and SUT Vendors.

C.5.9 The contractor shall analyze findings and provide optimal solutions to issues discovered during Electro Magnetic Interference, Electro Magnetic Compatibility, Electromagnetic Environmental Effects, Radiation hazard assessments.

C.5.10 The contractor shall institute configuration management of their systems per their existing Configuration Management (CM) processes and is responsible for following the processes described in the Standard Operating Procedure (SOP) for the Network Integration Evaluation (NIE) TRIAD Configuration Management Board (CMB)(GFI). The contractor shall fully support CCB activities.

C.6 VEHICLE INSTALLATION

C.6.1 The contractor shall provide onsite technical guidance to the System Integration Team on proper vehicle installation of GFE, SUTs, SUEs and instrumentation equipment during the Golden Vehicle and fleet builds. The Contractor shall work with the installation team to resolve any identified design issues.

C.6.2 The contractor shall identify any additional inspection requirements necessary and shall submit its suggested requirements for inclusion in the Government vehicle inspection checklists of installed GFE, SUE, SUT and instrumentation equipment operations.

C.6.3 The contractor shall conduct final vehicle inspections with the Government to ensure installation of GFE, SUEs, SUTs and instrumentation equipment is correct and systems are operational.

C.6.4 The contractor shall make recommendations on how to resolve any system integration failures found during the final inspection.

C.6.5 For installed and fielded equipment, where PM ABCT controls System of Systems configuration changes, the contractor shall address fielded equipment issues and work to resolve those issues with Government participation.

C.6.6 The contractor shall conduct training in accordance with the Training Support Package (TSP) and CDRL A004.

C.7 NIE EXERCISE SERVICES

C.7.1 The Contractor shall provide onsite technical services during the Validation Exercise (VALEX), Communication Exercise (COMDEX) and Field Exercise (FIELDEX) to resolve any vehicle specific integration and interface issues that may occur.

C.7.2 For installed and fielded equipment where PM ABCT controls System of System configuration changes, the contractor shall address fielded equipment issues and work to resolve those issues.

C.8 POST-EXERCISE SERVICES

C.8.1 The Contractor shall provide technical input into Government led After Action reviews and Trouble Ticket close outs, and shall provide recommendations on SUE and SUT viability based upon platform performance.

C.8.2 Using a Government provided checklist, the contractor shall monitor the removal of the SUT and SUE systems from each tested

Name of Offeror or Contractor:

vehicle and the return of the platform to the legacy C4ISR baseline. The contractor shall report any discrepancies on DA 2404 (Attachment 0002) and provide the report in accordance with CDRL A003.

C.9 ENVIRONMENTAL COMPLIANCE

C.9.1 Environmental Compliance

C.9.1.1 In the performance of this contract, the contractor shall comply with all Federal, State, and local environmental laws, regulations, and policies.

C.10 SECURITY

C.10.1 The contractor shall provide for the security of classified and unclassified information, data, and software generated for the program or provided to the program. The contractor shall adhere to the requirements of DD Form 254 (Section J, Attachment 0001) (Contract Security Classification Specification) for the protection of unclassified, Controlled Unclassified Information (CUI), and classified information. To preserve national security interest, the contractor shall ensure all aspects of the contract and work performed are evaluated for conformance with security procedures and standards. The contractor shall evaluate all products for security implications and prepare appropriate security documents and plans.

C.10.2 The highest classification associated with this contract is SECRET. The contractor shall comply with and provide security procedures and processes to satisfy the security requirements identified in Attachment 0001, DD Form 254.

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.204-4600	CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM	APR/2007

The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officers Representative (COR) or Contracting Officer. *The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for CVS. If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoDs Contractor Verification System (CVS). The contractors FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at -1- before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/appj/cvs/index.jsp>.

The FSO or contractor employee will submit completed applications in CVS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractors applicant via email of one of the following:

- Approved*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<http://www.dmdc.osd.mil/rsl/owa/home> provides RAPIDS locations).
- Rejected*. Government in separate correspondence will provide reason(s) for rejection.

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

Page 13 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

- Returned. Additional information or correction to the application required by the contractor employee.

*The contractor will maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individuals contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquires (NACI) has at least been initiated by the FSO. CVS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on CVS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at iacacpki.helpdesk@us.army.mil or 866-738-3222.

(End of Statement of Work)

C-2 52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT JUN/2012
(TACOM)

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within [60]** calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within [60]** calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-3 52.209-4022 iWATCH TRAINING JUN/2012
(TACOM)

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 30 calendar days of new employees commencing performance, with the results reported to the COR no later than 90 calendar days after contract award.

(End of Clause)

C-4 52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES JUN/2012
(TACOM)

The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

Name of Offeror or Contractor:

C-5 52.204-4021 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION JUN/2012
(TACOM) SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

C-6 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2013
(TACOM)

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 services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields 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).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 15 of 72**

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	(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]

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

F.1 The period of performance for the effort specified in each Work Directive shall be delineated in each Work Directive (in accordance with SOW Section C.3.1(f)). The Government shall have the right to award additional LOE hours for up to three (3) years from the date of contract award.

F.2 PLACE OF PERFORMANCE

Place of performance is anticipated at the following locations:

Fort Bliss

White Sands Missile Range

All deliveries under this contract shall be in accordance with the delivery schedule and location established in each Work Directive.

F.3. DELIVERABLES

F.3.1 The FOB point for all hardware delivered under this Contract is destination.

*** END OF NARRATIVE F0001 ***

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-7	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	NOV/2009

Rail/ Motor _SPLC*_	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130

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

Page 17 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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

Page 18 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 52.242-4016	COMMUNICATIONS	FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: -1-
E-mail: -2-

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: -3-
E-mail: -4-

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

An interim cost voucher approved by DCAA and a receiving report only inspected and accepted by the COR assigned to contract.

USE THE FOLLOWING DoDAACs WHEN PREPARING YOUR INTERIM COST VOUCHER THROUGH WAWF:

- 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)
- Issue and Admin DoDAAC Code - S2305A (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- DCAA Auditor: HAA738
- Service Approver: S2305A
- 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)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code - HQ0337. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)
- Issued by: W56HZV

USE THE FOLLOWING CODES WHEN PREPARING RECEIVING REPORTS THROUGH WAWF:

- 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)
- Ship From Cage Code
- Issue and Admin DoDAAC Code - S2305A (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code - HQ0337. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)
- Issued by: W56HZV

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (my Invoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

Name of Offeror or Contractor:

G-3 52.242-4011 WORK DIRECTIVES
(TACOM)

FEB/1998

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directive shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

(End of Clause)

G-4 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE SEP/2009 (DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

G-5 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS

The contractor shall review the funding as it relates to the work performed on the cost reimbursement CLINs/SubCLINs under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN.

*** END OF NARRATIVE G0001 ***

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

Page 20 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LOE HOURS AND CONTRACT DOLLARS DURING CONTRACT PERIOD OF PERFORMANCE

The Government will not obligate more than 38,400 total LOE hours on this contract.

The Government has currently awarded TBD under this contract. The Government is not required to, but shall have the option to increase the number of Service Technical Support man-hours one or more increments in support of this Contract by a maximum of TBD man-hours. There is no minimum number of man-hours that may be exercised. The right to option hours shall expire at the period of performance stated in Section F.1.

H.2 SUBCONTRACTING PLAN FOR SUBCONTRACT AWARDS TO SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

H.2.1 In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprise, the contractor agrees to award subcontracts to such enterprises, as they are defined in the contract clause entitled, Utilization of Small Disadvantaged Business Concerns, to the maximum practicable extent consistent with efficient contract performance. The Contractor's Subcontracting Plan, is incorporated into this contract by reference.

H.2.2 Attachment 0003 to this Contract lists the small and small disadvantaged business subcontracting plan(s) that are applicable to this contract. The plans are incorporated by reference. The Contractor shall retain copies of their vendors and subcontractors small and small disadvantaged business subcontracting plan(s). These copies of the plans shall be made available for review by appropriate Government officials.

*** END OF NARRATIVE H0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
Red River Army Depot: <https://acquisition.army.mil/asfi/>
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288 MOD/AMD	Page 21 of 72
---------------------------	--	----------------------

Name of Offeror or Contractor:

submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically:
<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 72**

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-17	52.210-1	MARKET RESEARCH	APR/2011
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-23	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-24	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-27	52.216-8	FIXED FEE	JUN/2011
I-28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-29	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2013
I-30	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-31	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-32	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-33	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-34	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-35	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-36	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-37	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-38	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-39	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-40	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-41	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-42	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-43	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-44	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-45	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-46	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-47	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 23 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-48	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-49	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-50	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-51	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-52	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-53	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-54	52.232-1	PAYMENTS	APR/1984
I-55	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-56	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-57	52.232-11	EXTRAS	APR/1984
I-58	52.232-17	INTEREST	OCT/2010
I-59	52.232-22	LIMITATION OF FUNDS	APR/1984
I-60	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-61	52.232-25	PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)	FEB/2002
I-62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-63	52.233-1	DISPUTES	JUL/2002
I-64	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-65	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-66	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-67	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-68	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-69	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-70	52.242-13	BANKRUPTCY	JUL/1995
I-71	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-72	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-73	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
I-74	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-75	52.245-9	USE AND CHARGES	APR/2012
I-76	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-77	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-78	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-79	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-80	52.248-1	VALUE ENGINEERING	OCT/2010
I-81	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-82	52.249-14	EXCUSABLE DELAYS	APR/1984
I-83	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-84	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-85	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-86	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-87	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-88	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-89	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-90	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-91	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-92	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-93	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-94	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-95	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-96	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-97	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-98	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-99	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-100	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-101	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-102	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-103	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-104	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-105	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-106	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 24 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-107	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
I-108	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-109	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-110	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-111	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-112	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-113	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-114	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-115	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-116	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-117	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-118	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-119	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-120	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-121	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-122	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-123	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-124	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-125	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-126	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-127	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-128	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-129	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-130	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-131	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-132	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
I-133	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-134	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-135	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-136	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-137	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-138	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-139	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-140	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-141	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-142	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-143	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-144	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-145	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-146	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-147	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-148	252.246-7001	WARRANTY OF DATA	DEC/1991
I-149	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-150	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) -- ALTERNATE III (MAY 2002)	MAY/2002
I-151	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-152	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

Name of Offeror or Contractor:

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

Name of Offeror or Contractor:

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement_index_exec_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

Name of Offeror or Contractor:

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

Name of Offeror or Contractor:

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-153

52.217-8

OPTION TO EXTEND SERVICES

NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within DATE TBD.

(End of Clause)

I-154

52.222-2

PAYMENT FOR OVERTIME PREMIUMS

JUL/1990

(a) The use of overtime is authorized under this contract on a work directive basis or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

(End of Clause)

I-155 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR

DEC/2007

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2

Name of Offeror or Contractor:

months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection

Name of Offeror or Contractor:

application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications.

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties

Name of Offeror or Contractor:

created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-156

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 33 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-157

52.244-2

SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing subcontracts.

Name of Offeror or Contractor:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288	Page 37 of 72 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
- (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:
-1-

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:
-2-

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 38 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

I-162 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by Network Integrated Exercises (NIE) under Contract No. W56HZV13R0288

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Government.

(End of clause)

I-163 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-164 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

Name of Offeror or Contractor:

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-165 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 (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288	Page 40 of 72 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

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 Government's 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.

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

(End of Clause)

I-166 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)

I-167 52.230-2 COST ACCOUNTING STANDARDS MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting

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

Page 41 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-168

52.234-1

INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III

DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 42 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

I-169 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:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARa.HTM>

(End of Clause)

I-170 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)

I-171 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 44 of 72****PIIN/SIIN** W56HZV-13-R-0288**MOD/AMD**

Name of Offeror or Contractor:

[End of Clause]

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

Page 45 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS (CDRLS)	06-JUN-2013		
Attachment 0001	DD FORM 254 SECURITY CLASSIFICATION SPECIFICATION	06-JUN-2013		
Attachment 0002	INSPECTION CHECKLIST AND DA FORM 2404 & EQUIPMENT INSPECTION AND MAINTENANCE WORKSHEET	06-JUN-2013		
Attachment 0003	SMALL BUSINESS SUBCONTRACTING PLAN	11-SEP-2013		

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

Page 46 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

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

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JUL/2013

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

(2) The small business size standard is -2-.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

Name of Offeror or Contractor:

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in SudanCertification. This provision applies to all solicitations.

Name of Offeror or Contractor:

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K-10 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2013
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this

Name of Offeror or Contractor:

solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy) Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain) Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements Certificate Inclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 50 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-11 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
 (TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 90 calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

(End of Provision)

K-12 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

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

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

(End of Provision)

K-13 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JUL/2013

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 51 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-14 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288	Page 52 of 72 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor: _____

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012
 Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

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

Date of Disclosure Statement: _____

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288 MOD/AMD	Page 53 of 72
---------------------------	---	----------------------

Name of Offeror or Contractor:

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

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

(4) Certificate of Interim Exemption. The offeror hereby certifies that

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

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

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

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes No

(End of provision)

K-16 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official

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

Page 54 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

as pricing support for the proposal.

(End of Provision)

K-17 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX APR/2013
(DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR
00010) 2013 APPROPRIATIONS (DEV 2013-00010)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-18 252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2013
(DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- DOD
00006) APPROPRIATIONS (DEVIATION 2013-00006)

(a) In accordance with section 101(a)(3) of the Continuing appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 55 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

K-19	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
------	--------------------------------------	---	----------

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-20	52.215-4010 (TACOM)	AUTHORIZED NEGOTIATORS	MAR/2013
------	------------------------	------------------------	----------

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: _____
 TITLE: _____
 TELEPHONE NUMBER: _____
 EMAIL ADDRESS: _____

NAME: _____
 TITLE: _____
 TELEPHONE NUMBER: _____
 EMAIL ADDRESS: _____

[End of Provision]

K-21	52.223-4002 (TACOM)	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	OCT/2008
------	------------------------	---	----------

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

Name of Offeror or Contractor: _____

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-22 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION MAR/1990
(TACOM)

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-23 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY JAN/1991

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there [] is
[] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- [] will
- [] will not
- [] may or may not (not finally determined as of the date of this offer)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 57 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$ _____ \$ _____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

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

Page 58 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-5	52.237-1	SITE VISIT	APR/1984
L-6	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-7	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-9	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [x] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
------	----------	------------------	----------

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of Provision)

L-12	52.233-2	SERVICE OF PROTEST	SEP/2006
------	----------	--------------------	----------

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Army Contracting Command - Warren, 6501 E. 11 Mile Road, Warren, MI 48397-5000.

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

(End of Provision)

L-13	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
------	----------	--	----------

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0288 MOD/AMD	Page 59 of 72
---------------------------	---	----------------------

Name of Offeror or Contractor:

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

L-15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

L-16 252.215-7009 PROPOSAL ADEQUACY CHECKLIST MAR/2013
252.215-7009 Proposal Adequacy Checklist.

As prescribed in 215.408(6), use the following provision:

PROPOSAL ADEQUACY CHECKLIST (MAR 2013)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
------------	--------------------	----------------------	---

GENERAL INSTRUCTIONS

- | | | |
|---|---|-------|
| 1. FAR 15.408,
Table 15-2
Section I | Is there a properly
completed first page of the
proposal per FAR 15.408 Table | _____ |
|---|---|-------|

Name of Offeror or Contractor:

- | | | |
|---|---|-------|
| Paragraph A | 15-2 I.A or as specified in the solicitation? | _____ |
| 2. FAR 15.408
Table 15-2
Section I
Paragraph A(7) | Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known. | _____ |
| 3. FAR 15.408
Table 15-2
Section I
Paragraph A(8) | Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures? | _____ |
| 4. FAR 15.408
Table 15-2
Section I
Paragraph C(1)
FAR 2.101
"Cost or pricing data" | Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as--
(1) Vendor quotations;
(2) Nonrecurring costs;
(3) Information on changes in production methods and in production or purchasing volume;
(4) Data supporting projections of business prospects and objectives and related operations costs;
(5) Unit-cost trends such as those associated with labor efficiency;
(6) Make-or-buy decisions;
(7) Estimated resources to attain business goals; and
(8) Information on management decisions that could have a significant bearing on costs. | _____ |
| 5. FAR 15.408
Table 15-2,
Section I
Paragraph B | Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? | _____ |
| 6. FAR 15.403-1(b) | Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal?
(Note questions 18-20.) | _____ |

Name of Offeror or Contractor:

7. FAR 15.408
Table 15-2
Section I
Paragraph C(2)
(i)
- Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? _____
8. FAR 15.408,
Table 15-2,
Section I
Paragraph C(2)
(ii)
- Does the proposal disclose the nature and amount of any contingencies included in the proposed price? _____
9. FAR 15.408
Table 15-2,
Section II
Paragraph A or
B
- Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? _____
10. FAR 15.408,
Table 15-2
Section I
Paragraphs D
and E
- Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) _____
11. FAR 15.408,
Table 15-2,
Section I
Paragraphs D
and E
- If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data? _____
12. FAR 15.408,
Table 15-2,
Section I
Paragraph F
- Does the proposal identify any incurred costs for work performed before the submission of the proposal? _____
13. FAR 15.408,
Table 15-2,
Section I
Paragraph G
- Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? _____

COST ELEMENTS

MATERIALS AND SERVICES

Name of Offeror or Contractor:

14. FAR 15.408,
Table 15-2,
Section II
Paragraph A

Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

SUBCONTRACTS (Purchased materials or services)

15. DFARS
215.404-3

Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?

16. FAR 15.404-3(c)
FAR 52.244-2

Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?

17. FAR 15.408,
Table 15-2,
Note 1;
Section II
Paragraph A

Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20

FAR 2.101
"commercial
item"

Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?

a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial

Name of Offeror or Contractor:

item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?

b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--

i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or

ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?

c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19. FAR 15.408,
Table 15-2,
Section II
Paragraph A

Does the proposal include a price analysis for all commercial items offered that are not available to the general public?

20. FAR 15.408,
Table 15-2,
Section II
Paragraph A(1)

Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?

INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408,
Table 15-2,
Section II
Paragraph A(2)

For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?

22. FAR 15.408,
Table 15-2,
Section II
Paragraph A(1)

For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports

Name of Offeror or Contractor:

the exception from certified cost or pricing data in accordance with FAR 15.403-1?

DIRECT LABOR

23. FAR 15.408, Table 15-2, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. _____
24. FAR 15.408, Table 15-2, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? _____
25. FAR Subpart 22.10 If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? _____

INDIRECT COSTS

26. FAR 15.408, Table 15-2, Section II Paragraph C Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.) _____

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? _____
28. FAR 15.408, Table 15-2 Section II Paragraph E If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2? _____
29. FAR 15.408, When facilities capital cost _____

Name of Offeror or Contractor:

Table 15-2,
Section II
Paragraph F

of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408,
Table 15-2,
Section III
- Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)
31. FAR 15.408,
Table 15-2,
Section III
Paragraph B
- If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?
32. FAR 15.408,
Table 15-2
Section III
Paragraph C
- For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?

OTHER

33. FAR 16.4
- If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?
34. FAR 16.203-4
and FAR 15.408
Table 15-2,
Section II,
Paragraphs A,
B, C, and D
- If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?
35. FAR 52.232-28
- If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?
36. FAR 15.408(n)
FAR 52.215-22
FAR 52.215-23
- Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify:
(i) the amount of the offerors indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s);
and (ii) a description of the

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 66 of 72
	PIIN/SIIN W56HZV-13-R-0288	MOD/AMD

Name of Offeror or Contractor:

added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?

(End of provision)

L-17 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-18 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren
Bid Room, Bldg 231, Mail Stop 303
6501 East 11 Mile Road
Warren, MI 48397-5000

Name of Offeror or Contractor:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQAMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

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

Page 69 of 72

PIIN/SIIN W56HZV-13-R-0288

MOD/AMD

Name of Offeror or Contractor:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

(i) Remedies:

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

L-21	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
------	------------------------	---	----------

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

The Government requests proposal delivery to include the following, no later than the date specified on Page 1, Block 9 of the solicitation.

Proposal shall be emailed to the Buyer, Robin Jedrzejek, robin.a.jedrzejek.civ@mail.mil.

Section B completed Estimated Labor Costs and Fixed Fee and B.4 Rate Schedule with Labor Categories for each performance year, by Labor Category. The Contractor can purpose alternate labor categories.

BAE shall deliver the following at time of proposal submission:

- A Draft SubContracting Plan in accordance with FAR 52.219-9

*** END OF NARRATIVE L0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 70 of 72****PIIN/SIIN** W56HZV-13-R-0288**MOD/AMD**

Name of Offeror or Contractor:

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-3	52.245-4001 (TACOM)	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY	MAR/1985
-----	------------------------	---	----------

(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

Name of Offeror or Contractor:

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

-- Two percent (2.00%) per month for electronic test equipment and automotive equipment;

-- One percent (1.00%) per month for special tooling and for all other property and equipment.

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

EXHIBIT A
CONTRACT DATA REQUIREMENTS LIST (CDRL)

Exhibit A

CONTRACT DATA REQUIREMENTS LIST Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 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 this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CLIN: 0002
- B. EXHIBIT:
- C. CATEGORY:
- D. SYSTEM/ITEM: VARIOUS
- E. CONTRACT/PR NO.: W56HZV-12-R-0288
- F. CONTRACTOR: BAE SYSTEMS

- 1. DATA ITEM NO. A001
- 2. TITLE OF DATA ITEM: REPORT, RECORD OF MEETING/MINUTES
- 3. SUBTITLE:
- 4. AUTHORITY (Date of Acq Document No.) DI-ADMIN-81505 <http://quicksearch.dla.mil/>
- 5. CONTRACT REFERENCE: C.4.1.2
- 6. REQUIRING OFFICE: SFAE-GSC-AAD
- 7. DD250 REQ: LT
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUB:
- 13. DATE OF SUBS.SUB: SEE BLK 16
- 14. DISTRIBUTION

- A. ADDRESSEES: SFAE-GCS-AAD (GRACE.E.BADGLEY.CIV@MAIL.MIL), CCTA-AHL-A (DOREEN.J.COSTA.CIV@MAIL.MIL)
- B. COPIES: DRAFT: FINAL:1

- 15. TOTAL: 1
- 16. REMARKS:

Block 9: To protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means. This protection covers publications required solely for official use or strictly for administrative or operational purposes including data or information intended for the sole purpose of operating and sustaining DoD weapon systems

Submit no later than 10 working days after event occurs. Contractor format is acceptable. Send electronic copy (CD) to GRACE.E.BADGLEY.CIV@MAIL.MIL and DOREEN.J.COSTA.CIV@MAIL.MIL. Minutes shall be sent to all meeting attendees.

- 1. DATA ITEM NO: A002
- 2. TITLE OF DATA ITEM: Performance and Cost Report (PCR)
- 3. SUBTITLE:
- 4. AUTHORITY (Date of Acq Document No.): DI-FNCL-80912
<http://quicksearch.dla.mil/>
- 5. CONTRACT REFERENCE: C.4.3.1.1
- 6. REQUIRING OFFICE: SFAE-GCS-ASE
- 7. DD250 REQ: LT
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: Mthly
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION

- A. ADDRESSEES: SFAE-GCS-AAD (GRACE.E.BADGLEY.CIV@MAIL.MIL), SFAE-GCS-ASE (ARSEN.MIKAELIAN.CIV@MAIL.MIL), CCTA-AHL-A (DOREEN.J.COSTA.CIV@MAIL.MIL)
B. COPIES: DRAFT: 0 FINAL: 1

15. TOTAL: 1

16. REMARKS:

Block 9: To protect technical or operational data or information from automatic dissemination under the International Exchange Program or by other means. This protection covers publications required solely for official use or strictly for administrative or operational purposes including data or information intended for the sole purpose of operating and sustaining DoD weapon systems.
Block 11: Last day of contractors monthly accounting period.
Block 12: First PCR due NLT 17 working days after the end of the first complete accounting period.
Block 13: Subsequent monthly CPRs are due 12 working days after the contractors monthly accounting period.
Block 14: All data provided by the contractor shall be delivered or be made available on-line through electronic links. Electronic data will have an extension of .xls.

PCR submissions shall continue until the contract has been 95% completed.

The level of detail to be reported will be at level IV of the CWBS, but lower levels may be specified for higher risk items. The Government and the contractor shall periodically review and adjust as necessary CWBS reporting levels to ensure they continue to provide appropriate visibility without requiring excessive information. If there is a significant problem at a lower level, detailed reporting for that CWBS element may be required until the problem is resolved.

Budgeted Cost for Work Scheduled (BCWS), Budgeted Cost - Work Performed (BCWP), and Actual Cost - Work Performed (ACWP) will be reported for current and cumulative periods. Schedule variances will be reported in the differences between BCWS and BCWP. Cost variances will be reported in the differences between BCWP and ACWP. At Completion Budget shall consist of the sum of the original budgets plus or minus budget changes resulting from contract changes, internal re-planning, and application of Management Reserve (MR). Reporting would also include the latest revised estimate (LRE) of cost at completion including estimated overrun/underrun for all authorized work.

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: Incoming and Post NIE Vehicle Inspection
3. SUBTITLE:
4. AUTHORITY (Date of Acq Document No.) N/A
5. CONTRACT REFERENCE: C.4.3.2, C.8.2
6. REQUIRING OFFICE: SFAE-GSC-ASE
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: D
10. FREQUENCY: Each Vehicle
11. AS OF DATE: SEE BLK 16
12. DATE OF FIRST SUB:
13. DATE OF SUBS.SUB: SEE BLK 16

14. DISTRIBUTION

- A. ADDRESSEES: SFAE-GCS-AAD (GRACE.E.BADGLEY.CIV@MAIL.MIL), SFAE-GCS-ASE (ARSEN.MIKAELIAN.CIV@MAIL.MIL)
B. COPIES: DRAFT: FINAL: 1

15. TOTAL: 1

16. REMARKS: Block 9: Critical Technology, protect information on technologies essential to the design, development, production, operation, application, or maintenance of an article or service that makes or could make a significant contribution to the military potential of any country, including the United States. This includes, but is not limited to, design and manufacturing knowledge, technical data, keystone equipment, and inspection and test equipment or data that relate to a specific military deficiency of a potential adversary. Information of this type may be classified or unclassified.

The Government shall provide the contractor inspection check lists for each vehicle. The contractor shall use DA 2404 forms to record any discrepancies. The contractor shall provide the completed inspection checklists and DA 2404 forms to the Government NLT two days after each vehicle inspection.

1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM: TRAINING MATERIALS
3. SUBTITLE: TRAINING SUPPORT PACKAGE

4. AUTHORITY (Date of Acq Document No.) DI-ILSS-80872

<http://quicksearch.dla.mil/>

5. CONTRACT REFERENCE: C.6.6

6. REQUIRING OFFICE: SFAE-GSC-ALM

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED: D

10. FREQUENCY: SEE BLK 16

11. AS OF DATE:

12. DATE OF FIRST SUB: SEE BLK 16

13. DATE OF SUBS.SUB: SEE BLK 16

14. DISTRIBUTION

A. ADDRESSEES: CCTA-AHL-A, (DOREEN.J.COSTA.CIV@MAIL.MIL), SFAE-GCS-ASE (ARSEN.MIKAE LIAN.CIV@MAIL.MIL)

B. COPIES: DRAFT: FINAL: 1

15. TOTAL: 1

16. REMARKS: Block 9: All technical documents that are determined to contain export-controlled technical data shall be marked "WARNING--This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et.seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

Blocks 10, 12 and 13: Contractor shall deliver draft material for each USG directed course 5 Calendar days prior to the conduct of training in accordance with the NIE Tier One Schedule.

Final Government comments will be provided no later than 3 calendar days prior to the conduct of training for Contractor revisions.

The Contractor shall deliver final training materials for each course to the training developers 1 calendar days prior to the conduct of training in accordance with the NIE Tier One Schedule.

Block 14: All data deliverables shall be submitted in electronic format. The Contractor shall provide e-mail notification of data submissions to the PCO and COR.

1. DATA ITEM NO. A005

2. TITLE OF DATA ITEM: SAFETY ASSESSMENT REPORT (SAR)

3. SUBTITLE:

4. AUTHORITY (Date of Acq Document No.) DI-SAFT-80102B

<http://quicksearch.dla.mil/>

5. CONTRACT REFERENCE: C.5.7

6. REQUIRING OFFICE: SFAE-GSC-ASE

7. DD250 REQ: LT

8. APP CODE: N/A

9. DIST. STATEMENT REQUIRED: C

10. FREQUENCY: SEE BLK 16

11. AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB: SEE BLK 16

14. DISTRIBUTION

A. ADDRESSEES: SFAE-GCS-ASE (ARSEN.MIKAE LIAN.CIV@MAIL.MIL), AMSRD-RDMR-BA (ROBERT.D.BOROWSKI2.CIV@MAIL.MIL), SFAE-GCS-ASE (TERRY.L.SMART.CIV@MAIL.MIL)

B. COPIES: DRAFT:3 FINAL:Reg 0 Repro 3

15. TOTAL: 3 DRAFT, 3 FINAL

16. REMARKS: Block 9: In addition to Distribution "C", all technical documents that are determined to contain export-controlled technical data shall be marked "WARNING--This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et.seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

Blocks 10, 12, and 13: SAR shall be submitted in coordination with PM Current SID Safety release testing schedule. The contractor shall

deliver the SAR at least two weeks prior to execution of Safety Release Testing or as coordinated with COR. The Government will review and provide comments within 3 days. The Contractor shall submit the final SAR within 2 days of receipt of Government comments.

Block 14: All data deliverables shall be submitted to the USG. The Contractor shall provide e-mail notification of data submissions to the PCO, COR, and Government IPT Lead.

1. DATA ITEM NO. A006
2. TITLE OF DATA ITEM: TECHNICAL DATA PACKAGE (TDP)
3. SUBTITLE:
4. AUTHORITY (Date of Acq Document No.) DI-SESS-80776A
<http://quicksearch.dla.mil/>
5. CONTRACT REFERENCE: C.5.4
6. REQUIRING OFFICE: SFAE-GSC-ASE
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: C
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: SEE BLK 16
12. DATE OF FIRST SUB: SEE BLK 16
13. DATE OF SUBS.SUB: SEE BLK 16
14. DISTRIBUTION
 - A. ADDRESSEES: SFAE-GCS-ASE (ARSEN.MIKAELIAN.CIV@MAIL.MIL)
 - B. COPIES: DRAFT:1 FINAL:Reg 1 Repro 1
15. TOTAL: 2
16. REMARKS:

Block 4: The following tailoring on the DID is applicable:
Content shall be tailored as follows:

- a. System and Software architectures in accordance with ANSI/IEEE 1471 and MIL-STD-499B;
- b. Computer-Aided Design and Manufacturing (CADM) compliant TDP, consisting of the following items per MIL-STD-31000 and supporting ASME commercial standards:
 - (1) (a) Product drawings/models and associated lists;
 - (b) Engineering Bill of Material (GBLs/Drawing Lists/As Built Documentation)
 - (c) Commercial and Vendor Item drawings/models and associated lists
 - (d) Critical Items List;
 - (e) Quality assurance provisions;
 - (2) Specifications:
 - (a) Interface Control Documents (ICDs) in accordance with DI-CMAN-81248A;

Block 9: In addition to Distribution "C", all technical documents that are determined to contain export-controlled technical data shall be marked "WARNING--This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et.seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25." Distribution Statement shall be based on Configuration Management Plan requirements for individual components of TDP.

Block 10, 11, 12, and 13: The Contractor shall submit drawing and TDP deliveries in accordance with the following schedule:

First delivery of the TDP will be 1 week prior to beginning of NET.

Final delivery of the TDP will be two weeks after completion of the NIE exercise.

Hardware drawings to be delivered 3 weeks prior to Golden vehicle build.

Installation drawings will be delivered one week prior to beginning of Golden Vehicle build.

Block 16: Wherein Contractor format is utilized on any documents, drawings, models, or data, the Contractor shall seek format approval by the Government prior to delivery.

ATTACHMENT 0001

DD FORM 254
SECURITY CLASSIFICATION SPECIFICATION

TO BE PROVIDED AS A SEPARATE ATTACHMENT WITH THE SOLICITATION

ATTACHMENT 0002

INSPECTION CHECKLIST AND DA Form 2404 EQUIPMENT INSPECTION AND MAINTENANCE WORKSHEET

TO BE PROVIDED AS A SEPARATE ATTACHMENT AT TIME OF AWARD

ATTACHMENT 0003
SMALL BUSINESS SUBCONTRACTING PLAN

*Attachment 0003 will be incorporated at the time of award