

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page of Pages 1 40
2. Contract Number	3. Solicitation Number W56HZV-13-R-0429	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2013JUN20	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASGB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)		

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 _____ (hour) local time 2013AUG15 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name D'ELLE V. REMSEY	B. Telephone (No Collect Calls)		C. E-mail Address DELLE.V.REMSEY@US.ARMY.MIL
		Area Code (586)	Number 282-9597	Ext.

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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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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 <input type="checkbox"/> Different From Above - Enter such Address In Schedule	17. Signature	18. Offer Date
Area Code	Number			

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)		25. Payment Will Be Made By		
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.

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: D'ELLE V. REMSEY
 Buyer Office Symbol/Telephone Number: CCTA-ASGB/(586)282-9597
 Type of Contract: Cost Plus Fixed Fee
 Kind of Contract: Research and Development Contracts
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

<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=-1-

(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.

(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.

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<https://wawftraining.eb.mil>

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.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES 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 (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- 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 Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

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 (myInvoice-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]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	L3 - EPT													
0001AA	<p>GEMINI III TRANSMISSION</p> <p>GENERIC NAME DESCRIPTION: L3 - EPT PRON: R33MC055R3 PRON AMD: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2013</td> </tr> </table> <p style="text-align: center;">\$</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2013	1	HR		\$ _____
DLVR SCH		PERF COMPL												
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001	1	30-SEP-2013												

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Gemini III Cross-drive Transmission Test, Development, & Integration

C.1 Program Requirements

C.1.1 Objective

This new contract effort is for the testing and development of a beta design of the Gemini III transmission. Under this effort, the Contractor shall further develop, integrate, and test the Gemini transmission design initiated under TARDECs BAA Topic 24 program (contract #W56HZV-10-C-0382). The BAA Topic 24 program used novel transmission technology to meet a target power efficiency requirement, resulting in the Gemini III alpha transmission design. Under this new effort, the contractor shall develop and incorporate these transmission technology components into a beta design of Gemini III to meet this programs metrics as outlined in Attachments 1, 2, & 3, by developing, integrating, testing, and delivering to the Government a total of four (4) prototype Gemini III beta transmissions, each incorporating and accompanied by additional hardware and software. This additional hardware and software shall include the transmission hardware required to meet scope section C.2.3 and the additional integration hardware and software required to meet scope sections C.2.1, C.2.2, C.2.4, C.4.1, C.4.2, & C.4.3. Under this effort, the Contractor shall provide onsite engineering and technical support for developing, configuring, modifying, installing, and performing a test program for hardware and software evaluation in a test vehicle onsite at TARDEC. The period of performance for this effort is 48 months.

C.1.2 Description

- (a) The scope of this effort requires the Contractor to develop, manufacture, test, and integrate transmission components, to include integration of the transmission range-pack developed under W56HZV-10-C-0382 to meet transmission requirements, per Attachments 1, 2, & 3. The transmission design resulting from this effort will be titled the Gemini III beta design. Additionally, this effort requires incorporation of the Gemini III beta design into a Bradley Fighting Vehicle (BFV) platform with electronics architecture for throttle control integration and mechanical characteristics compatible with the space-claim and interfaces of the Gemini III alpha design.
- (b) One of the delivered Gemini III beta transmissions (C.2.3) along with the integration hardware and software (C.2.1, C.2.2, C.2.4, C.4.1, C.4.2, & C.4.3), developed for this effort will be assembled into a vehicle demonstrator by TARDEC with support of Program Manager (PM) Bradley vehicle efforts toward their Engineering Change Proposal (ECP) II program. The Contractor shall provide technical and engineering support during TARDECs installation of one of the delivered Gemini III beta transmissions and integration hardware and software developed for this effort.
- (c) The additional three (3) Gemini III beta transmissions along with their integration hardware and software will undergo simultaneous testing by the Government at TARDEC and other military commands for evaluation.
- (d) Using Government-furnished BFV ECP II hardware and data (reference paragraph C.1.2.e below), the Contractor shall leverage the ongoing ECP II program, which L-3 CPS is subcontracted to under contract # W56HZV-12-C-0358, in order to limit additional design and development costs for vehicle demonstration of the Gemini III beta transmission technology. However, where conflicts between BFV ECP II configuration requirements and requirements of this contract exist, the Contractor shall meet the requirements of this contract. These conflicts shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the contract.
- (e) The Contractor shall design all items (C.2.1, C.2.2, C.2.3, C.4.1, C.4.2, & C.4.3) required to meet the scope of this contract, including Attachments 1, 2, & 3, to meet the durability requirements for 6000 mile vehicle testing. The Government will supply BFV ECP II hardware, software, and specifications necessary for integration.

C.2 Powertrain Components

C.2.1 Engine Configuration / Transmission Integration Requirements

- (a) The Contractor shall integrate all Gemini III beta systems designed under this effort to be compatible with the Government-furnished ECP II upgraded Cummins 903 engine configuration. The Contractor shall define transmission input speed and torque requirements as a function of output speed, torque demand, and other variables based on previous transmission experience.
- (b) These integration requirements between the ECP II upgraded Cummins 903 engine and the Gemini III beta transmission shall be documented IAW CDRL A009 and delivered to the Government 12 months after award of contract. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout duration of the task.

C.2.2 Throttle Control

The Contractor shall incorporate into the Gemini III beta design the throttle software and hardware provided by TARDEC as Government Furnished Equipment (GFE). TARDEC will provide an ECP II-configured throttle system with a modified connector, which TARDEC is working on with the BFV OEM for the final configuration of this program. This will be provided to the contractor 9 months after contract award.

C.2.3 Transmission Configuration

- (a) The Contractor shall reconfigure and develop the alpha design of the Ker-train model Gemini III transmission and its Transmission Control Module (TCM), designed per contract W56HZV-10-C-0382, into the Gemini III beta-transmission design for this effort as described in section C.3. The Contractor shall identify and provide all connectors and required devices that differ from the GFE ECP II transmission configuration to ensure effective integration of the beta-transmission design with the ECP II configured powertrain (reference paragraph C.2.1 and C.2.2 above and C.2.4 below).
- (b) The Contractor shall design the Gemini III beta-transmission to integrate with drivers station per Section C.4,
- (c) The Contractor shall perform the tasks identified in Section C.3 to complete the Gemini III beta-transmission development. This configuration shall be documented and written IAW CDRL A009 and delivered to the Government 18 months after contract award. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.2.4 Power Take-Off

The Contractor shall integrate all systems designed under this effort to be compatible with the current production M2A3 BFV Power Take-Off (PTO) drive. The Contractor shall design the beta-transmission to connect to and operate the production PTO drive

C.3 Transmission Development Gemini III Beta Transmission Design

- (a) The Contractor shall develop the following technical documentation for the Gemini III beta transmission:
 - (i) performance specification
 - (ii) mechanical and electrical interface documents
 - (iii) capabilities document
 These documents shall cover all alpha-transmission subassemblies developed under contract W56HZV-10-C-0382 as well as all transmission modifications and enhancements,

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and all software and integration hardware developed and implemented as a result of this effort. These documents shall be written IAW CDRL A009 and delivered to the Government 18 months after contract award. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

(b) The Contractor shall manufacture, procure, and assemble all components necessary to complete and deliver the first fully configured Gemini III beta-transmission and its integration hardware 38 months after contract award.

(c) The Contractor shall manufacture or procure, and assemble all components necessary to complete the remaining three (3) fully configured Gemini III beta-transmissions and their integration hardware 44 months after contract award.

(d) The Contractor shall develop and provide a Software Design Description (SDD) IAW CDRL A012 with respect to all software written to the TCM and deliver it 38 months after contract award.

C.3.1 Hardware Development Analysis

C.3.1.1 The Contractor shall perform finite element analysis (FEA) on all clutch assembly designs, provided by the Government 60 days after contract award, as configured in the alpha design of the Ker-train model Gemini III transmission. This FEA shall include mechanical and thermal stress analysis for the clutch assemblies in each of their operating states across the speed and load range of the clutch assemblies. The clutch-assembly operating states subject to the FEA shall include both open and closed as well as during engagement and disengagement. The Contractor shall examine at least six (6) varying clutch-slip methods to achieve transmission launch during each of the following four (4) transmission-launch scenarios: (i) forward flat terrain (ii) reverse flat terrain (iii) forward +60% slope (iv) forward -60% slope

C.3.1.2 The Contractor shall perform FEA on all gear-set assembly designs, provided by the Government 60 days after contract award, as configured in the alpha design of the Ker-train model Gemini III transmission. This FEA shall include mechanical and thermal stress analysis for the gear-sets in each of their operating states across the speed and load range of the gear-sets. The operating states shall include the torque-multiplication ratio, 1-to-1 ratio. This FEA shall include engagement analysis for each component in the torque path to determine the point, line, or surface contact between mating components.

C.3.1.3 The Contractor shall perform FEA and computational fluid dynamics (CFD) analysis of the oil system design including the two brake pack assembly designs provided by the Government, 60 days after contract award, as configured in the alpha design of the Ker-train model Gemini III transmission. This FEA and CFD shall include mechanical and thermal stress analysis as well as flow analysis for the oil system and the brake pack assemblies in all operating states across the speed and load range of the oil system. This analysis shall also be performed for actuation and deactivation of the brake system designs across the speed and load range of the brake pack assemblies, as well as across the engagement pressure range, to illustrate the continuous cooling performance.

C.3.1.4 Using the results of all FEA and CFD analysis in C.3.1.1 through C.3.1.3 above, the Contractor shall redesign the clutch assemblies, gear-set assemblies, oil system, brake pack assemblies, and their components to meet the requirements of Attachments 1, 2, & 3. The Contractor shall perform iterative FEA and CFD analysis on all component and assembly redesigns to meet these requirements. The Contractor shall complete this task 15 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.2 Hardware Development Testing**C.3.2.1 Coplanar Gear-Set Assembly Testing**

(a) The Contractor shall design and perform durability testing of each complete coplanar gear-set assembly stack, which shall be manufactured and assembled to the final design iteration as a result of the analysis described in Section C.3.1(a, b, c, & d). The three coplanar gear-set assembly stacks include: (1) the first and second stage gear-sets in the propulsion transmission; (2) the third and fourth stage gear-sets in the propulsion transmission; (3) the five gear-sets in the steering bias transmission. The Contractor shall design and build test fixturing to house and support the test components and instrumentation for each test, as well as provide oil flow, lubrication, and control for solenoid clutch activation/deactivation.

(b) The Contractor shall generate test plans IAW CDRL A004 for durability testing of each complete coplanar gear-set assembly stack. This testing shall include gear shifting to evaluate the durability of the gear teeth, bearings, and clutches. The Contractor shall conduct this testing per the test plan, and make hardware improvements as necessary to demonstrate compliance with Attachments 1, 2, & 3. The Contractor shall complete this testing 30 months after contract award. The Contractor shall generate test reports IAW CDRL A006. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.2.2 Final Gear-Set Assembly Testing

(a) The Contractor shall design and perform durability testing of the final gear-set assembly consisting of the fifth gear-set in the propulsion transmission, the output differential gear-set, and the two-speed steering bias input gear-set to the differential. The Contractor shall design and build test fixturing to house and support the test components and instrumentation, as well as provide oil flow, lubrication, and control for solenoid clutch activation/deactivation.

(b) The Contractor shall generate a test plan IAW CDRL A004 for durability testing of this final gear-set assembly. This testing shall include gear shifting to evaluate the durability of the gear teeth, bearings, and clutches. The Contractor shall conduct this testing per the test plan, and make hardware improvements as necessary to demonstrate compliance with Attachments 1, 2, & 3. The Contractor shall complete this testing 28 months after contract award. The Contractor shall generate test reports IAW CDRL A006. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.3 Hardware Input/Output (I/O)

(a) The Contractor shall utilize the ETAS (Engineering Tools, Application and Services) controller hardware configuration for the TCM as developed under contract W56HZV-10-C-0382, making modifications and enhancements as necessary for the Gemini III beta configuration. The Contractor shall provide a list of required sensors and actuators to meet the Input/Output (I/O) requirements of the TCM. The Contractor shall include in this list all shift solenoids, analog outputs, discrete inputs, electrical power requirements for each device, resistive inputs, frequency inputs, and any other specifications that define the beta-transmission I/O components. The Contractor shall additionally specify which items differ from the configuration developed for the alpha-transmission design effort under contract W56HZV-10-C-0382.

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(b) This Hardware I/O document shall be written IAW CDRL A009 and delivered to the Government 12 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology and data used, and the analysis performed for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.4 Driver Throttle Request

The Contractor shall develop the Gemini III beta-transmission TCM logic requirements (sections C.3.7, C.3.8, C.3.9, C.3.10) for throttle request to meet the Government-furnished ECP II driver throttle configuration, including an analog input of 0-5VDC as well as logic that accepts Controller Area Network (CAN) messages from the Engine Control Module (ECM). The Contractor shall implement requirements for failure mode conditions into the TCM logic for shift management (C.3.7) equivalent to the ECP II (contract # W56HZV-12-C-0358) configuration for driver command override and TCM overrides for transmission hardware protections and throttle failures.

C.3.5 Transmission Brakes

(a) The Contractor shall design the Gemini III beta-transmission brakes with proper size and configuration for cooling and performance to meet the requirements outlined in Attachments 1, 2, & 3. The Contractor shall meet the space claim of the ECP II transmission configuration per paragraph C.1.2.

(b) The Contractor shall hold a Preliminary Design Review (PDR) for the Gemini III beta transmission braking system 6 months after contract award and a Critical Design Review (CDR) 12 months after contract award.

(c) The Contractor shall demonstrate the beta-transmission brakes as part of the functional testing described in Section C.5.1 performance testing described in Section C.5.2, and durability testing described in Section C.5.3.

(d) The Contractor shall document the Gemini III beta-transmission brake design IAW CDRL A009 and deliver it to the Government during CDR for this task. The Contractor shall complete this task 12 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.6 Transmission Oil System

(a) The Contractor shall design and configure the Gemini III beta-transmission oil system to meet the beta-transmission oil needs for lubrication, braking performance, clutch activation, transmission cooling, and configuration to meet the requirements of Attachments 1, 2, & 3. The Gemini III beta-transmission shall utilize oil conforming to MIL-PRF-2104H (15W-40).

(b) The Contractor shall hold a Preliminary Design Review (PDR) for the Gemini III beta-transmission oil system 6 months after contract award and a Critical Design Review (CDR) 12 months after contract award.

(c) The Contractor shall monitor, demonstrate, and evaluate the transmission oil system as part of the performance testing in Section C.5.2.

(d) The Contractor shall document the beta-transmission oil system design IAW CDRL A009 and deliver it to the Government 12 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.7 Shift Management

(a) The Contractor shall develop operational requirements for the Gemini III beta-transmission TCM logic for shift management to meet the requirements of Attachments 1, 2, & 3 and to establish the TCMS software logic architecture. The Contractor shall establish control parameters and limits based on transmission input and output speed, the efficiency of each transmission gear-combination, oil temperature, and the driver throttle input. The Contractor shall develop a kinematic model over the entire operating range of the Gemini III beta-transmission.

(b) The Contractor shall develop the initial operational requirements for the TCM shift management logic IAW CDRL A011. The Contractor shall deliver the initial operational requirements to the Government 6 months after contract award and review and update the requirements at all In Process Reviews (IPRs).

(c) The Government will write the software code for the TCM shift management logic within the operational requirements provided by the Contractor. The Government will provide this code to the Contractor as GFI 18 months after contract award. The Contractor shall validate the Government-provided software code through a basic evaluation as described in Section C.5.1.

(d) This task shall be completed and delivered to the Government 24 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.8 Steer Control

(a) The Contractor shall develop operational requirements for the Gemini III beta-transmission TCM logic for steer control to meet the requirements of Attachments 1, 2, & 3 and to establish the TCMS software logic architecture. The Contractor shall establish control parameters and limits, including available steer range for a given speed as well as the speed limit for a given steer angle based on input received from the Steering System, described in Section C.4.1, transmission input and output speeds, oil temperature, and the driver throttle input.

(b) The Contractor shall develop the initial operational requirements for the TCM steer control logic IAW CDRL A011. The Contractor shall deliver the initial operational requirements to the Government 6 months after contract award and review and update the requirements at all IPRs.

(c) The Government will write the software code for the TCM steer control logic within the operational requirements provided by the Contractor. The Government will provide this code to the Contractor as GFI 18 months after contract award. The Contractor shall validate the Government-provided software code through a basic evaluation as described in Section C.5.1.

(d) This task shall be completed and delivered to the Government 24 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.9 Brake Control

(a) The Contractor shall develop operational requirements for the Gemini III beta-transmission TCM logic for brake control to determine

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the desired braking rate based on input received from the Braking System, described in Section C.4.3 and to establish the TRMs software logic architecture. The Contractor shall establish control parameters and limits based on the engine braking limit and the desired braking rate as a function of transmission input and output speed.

(b) The Contractor shall develop the initial operational requirements for the TCM brake control logic IAW CDRL A011. The Contractor shall deliver the initial operational requirements to the Government 6 months after contract award and review and update the requirements at all IPRs.

(c) The Government will write the software code for the TCM brake control logic within the operational requirements provided by the Contractor. The Government will provide this code to the Contractor as GFI 18 months after contract award. The Contractor shall validate the Government-provided software code through a basic evaluation as described in Section C.5.1.

(d) This task shall be completed and delivered to the Government 24 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.3.10 Transmission Diagnostics

(a) The Contractor shall develop operational requirements for the Gemini III beta-transmission TCM logic for diagnostics, compensation for failure modes to protect the hardware, prevention of catastrophic failure, and to establish the TCMS software logic architecture. The Contractor shall establish control parameters for sensor failures and TCM reporting requirements to the driver display described in Section C.4.2.

(b) The Contractor shall develop the initial operational requirements for the TCM diagnostics logic IAW CDRL A011. The Contractor shall deliver the initial operational requirements to the Government 6 months after contract award and review and update the requirements at all IPRs.

(c) The Government will write the software code for the TCM diagnostics logic within the operational requirements provided by the Contractor. The Government will provide this code to the Contractor as GFI 18 months after contract award. The Contractor shall validate the Government-provided software code through a basic evaluation as described in Section C.5.1.

(d) This task shall be completed and delivered to the Government 24 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.4 Driver Station

C.4.1 Steering System

(a) The Contractor shall perform an analysis of alternatives for the steering interface from the Gemini III beta-transmission to the driver. In each case, the steering interface shall output to the Steer Control (Section C.3.8) two analog values (0-5VDC), each from a discrete source, where 2.5VDC corresponds to 0 degrees at the steering wheel, 0.5VDC corresponds to 100% left steer, and 4.5VDC corresponds to 100% right steer.

(b) The Contractor shall demonstrate the steering system functionality as part of the functional testing described in Section C.5.

(c) Results with recommendations of this analysis of alternatives shall be completed IAW CDRL A006 and delivered to the Government COR 12 months after contract award. The Government COR will provide a response within 30 days on how to proceed.

(d) The Contractor shall submit the final steering system design IAW CDRL A009 and deliver it to the Government 30 months after contract award. The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.4.2 Driver Display

(a) The Contractor shall incorporate a Driver Display with CAN interface, provided by the Government 6 months after contract award. The Contractor shall configure the display to show the current transmission gear-combination, the desired steer angle (as described in Section C.3.8), the vehicle speed limit based on the desired steer angle, and the available steering range available for right and left steer based on the vehicle speed.

(b) The Contractor shall demonstrate the Driver Display functionality as part of the functional testing described in Section C.5

(c) The Contractor shall complete this task 30 months after contract award. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.4.3 Brake Pedal

(a) The Contractor shall incorporate the ECP II brake pedal configuration into the Gemini III beta-transmission configuration, except that the Contractor shall modify this configuration where necessary to interface to the mechanical brake input of the beta-transmission. The Contractor shall fit the ECP II configuration with hardware necessary to output two analog values (0-5VDC) to the Brake Control (Section C.3.9) where 0.5VDC corresponds to 0% braking and 4.5VDC corresponds 100% braking. The Contractor shall submit any proposed modification to the brake pedal design IAW CDRL A009 and deliver it to the Government COR no later than 12 months after contract award.

(b) The Contractor shall demonstrate the brake pedal as part of the functional testing described in Section C.5.1, performance testing described in Section C.5.2, and durability testing described in Section C.5.3.

(c) The Contractor shall generate technical reports IAW CDRL A006 and include the methodology, data, and analysis for this task. The Contractor shall complete this task 30 months after contract award. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.5 Test Schedule

The Contractor shall demonstrate the functionality, performance, and durability, on a test stand, of the integrated engine and the Gemini III beta-transmission, to include its TCM, throttle control, steering system, and brake pedal. The Contractor shall prepare and submit test failure reports IAW CDRL A007 in the event of any failure resulting in a design, configuration, assembly, or other process change regarding the test article.

Name of Offeror or Contractor:**C.5.1 Functional Testing**

The Contractor shall generate a test plan IAW CDRL A004 for a comprehensive functional test of all Gemini III beta-transmission systems and related subsystems designed, developed, and modified under this contract. The Contractor shall perform basic evaluations on each system as it becomes available. The Contractor shall conduct functional testing to demonstrate compliance with Attachment 1. The Contractor shall complete performing the comprehensive functional testing 30 months after contract award on the first set of hardware developed for this program, and 46 months after contract award for the remaining three sets. The Contractor shall generate test reports IAW CDRL A006. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.5.2 Performance Testing

The Contractor shall generate a test plan IAW CDRL A004 for performance evaluation of all Gemini III beta-transmission systems and subsystems designed, developed, and modified under this contract. The Contractor shall conduct transmission spin loss testing and efficiency testing in all gear ranges combinations allowable by the TCM to create a performance software model of the beta-transmission. The Contractor shall conduct performance testing to demonstrate compliance with Attachments 1 & 2. The Contractor shall complete performing the performance evaluation 38 months after contract award. The Contractor shall generate a test report IAW CDRL A006. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.5.3 Durability Testing

The Contractor shall generate a test plan IAW CDRL A004 for durability testing of the manufactured and assembled Gemini III beta-transmission design. The Contractor shall conduct a 602 hour duty cycle test of the Gemini III beta-transmission to demonstrate compliance with Attachment 3. The Contractor shall complete performing this testing 42 months after contract award. The Contractor shall generate a test report IAW CDRL A006. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.6 Component Cost and Manufacturability

(a) The Contractor shall consider the cost and manufacturability of all components included in the Gemini III beta-transmission design.

(b) The Contractor shall perform a study of all components in the design to determine the total production costs for production runs of 5, 50, 500 and 5,000 units.

(c) The target cost for a 5,000 unit production run of the Gemini III beta-transmission design is \$400,000 (threshold) and \$220,000 (objective) per unit. Accordingly, the Contractor shall design and redesign components of the Gemini III beta-transmission design to the extent feasible so that production costs for a 5,000 unit manufacturing run would fall within this range, while maintaining the functionality, performance, and durability to meet this programs technical requirements as the primary objective.

(d) The Contractor shall generate a report IAW CDRL A006 for this cost and manufacturability study. The Contractor shall complete this task 32 months after contract award. This task shall be tracked and updated on the monthly reports, as specified in CDRL A001 throughout the duration of the task.

C.7 Hardware and Software Deliverables

(a) The Contractor shall manufacture and deliver four (4) prototype Gemini III beta transmissions, each incorporating and accompanied by the additional integration hardware and software required to meet scope sections C.2.1, C.2.2, C.2.4, C.4.1, C.4.2, & C.4.3. One of these 4 sets shall be used by the Contractor for durability testing (C.5.3 above) prior to delivery to the Government.

(b) The Contractor shall deliver engineering drawings and CAD models for all designs created to complete each task identified in this scope of work IAW CDRL A008.

(c) The Contractor shall deliver methodologies, data, and analysis created for all preliminary and final hardware and software designs to complete each task identified in this scope of work IAW CDRL A006.

(d) The Contractor shall deliver all interface, configuration, and performance specifications to complete each task identified in this scope of work IAW CDRL A009.

(e) The Contractor shall deliver drawings, models, and lists for all commercial, modified-commercial and noncommercial hardware and software used to complete each task identified in this scope of work IAW CDRL A010 and A008, as applicable.

(f) In the event that the Contractor, during the course of contract performance, has purchased any software licenses that are required to complete any tasks within this scope of work, such licenses must be transferrable to, or deliverable to, the Government.

Accordingly, the Contractor shall deliver any software licenses for software that is incorporated in, or necessary to be used for, the requirements for each task under this contract at the completion of the corresponding task.

(g) The Contractor shall deliver all software specifications to complete each task identified in this scope of work IAW CDRL A011.

C.8 Government Furnished Property/Government Furnished Equipment (GFE)/Government Furnished Information (GFI)

(a) The Government will maintain a list of all hardware and software provided to the Contractor under this contract through contract modifications to Section C.8. Disposal or return of all furnished property will be specified as part of the contract modification.

(b) The Government will provide CAD models and drawings of the alpha-transmission and its components developed under W56HZV-10-C-0382.

(c) The Government will provide existing software code, when necessary and available.

(d) The Government will supply existing military hardware, when necessary and available.

(e) The Government will supply a BFV ECP II upgraded Cummins engine, throttle system, driver display, and brake pedal, as well as specifications for each of these systems.

C.9 Support

The Contractor shall provide up to 20 man-weeks onsite technical engineering support to provide vehicle installation into a test cell at TARDECs Ground Systems Power and Energy Laboratory (GSPEL) in Warren, MI. The technical support also will include providing engineering and technical support for the installation of all Gemini III beta-transmission hardware and software into the test vehicle at TARDEC. The Contractor shall provide engineering and technical support for developing a test plan for the TARDEC test. The Contractor shall provide engineering and technical support for configuring, modifying, installing, and performing the TARDEC test.

C.10 Project Management / Meetings / Reporting

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0429	Page 11 of 40 MOD/AMD
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Name of Offeror or Contractor:

C.10.1 Start of Work Meeting

The Contractor shall host a Start of Work meeting within 30 days after contract award. At the meeting, the Contractor shall present their proposed plan for accomplishing the contract requirements (including a draft Integrated Master Schedule (section C.10.3 below) and Contract Work Breakdown Structure (section C.10.4 below), as well as identify a senior governance structure).

C.10.2 In Process Reviews (IPR)

- (a) The Contractor shall host quarterly IPRs, at locations mutually agreed upon by the contractor and the COR. An agenda will be coordinated between the COR and contractor prior to each contractor-hosted review.
- (b) At each IPR, the contractor shall provide a summary of the program progress and status to include: overall Gemini III beta-transmission system development, technical performance, test, cost, schedule, and safety issues if any. The Contractor shall describe those accomplishments that have been achieved and problems that have occurred since the previous review, including the current status of unresolved problems carried over from a previous IPR.
- (c) The final IPR will be considered a Final Review of this contract (to be held 30 days prior to completion of the contract). The Final Review shall summarize close-out efforts. The Contractor shall deliver the Final Technical Report at this meeting in accordance with CDRL data item A005.

C.10.3 Integrated Master Schedule (IMS)

The Contractor shall develop and maintain an IMS which shall be traceable through the Contract Work Breakdown Structure (CWBS) IAW CDRL data item A002. The IMS shall be used to verify attainability of contract objectives, evaluate progress toward meeting program objectives, integrate the program schedule activities with all related components, and will be reviewed at all IPRs. The Contractor shall prepare and submit a draft IMS at the Start of Work meeting and final IMS within 30 days after the Start of Work meeting.

C.10.4 Contract Work Breakdown Structure (CWBS)

The Contractor shall develop and maintain a CWBS which shall be traceable through the IMS in accordance with CDRL data item A003. The CWBS establishes a framework for program planning and cost tracking. The Contractors current performance against the CWBS will be reviewed at all IPRs. The Contractor shall prepare and submit a draft CWBS at the Start of Work meeting and a final CWBS within 30 days after the Start of Work meeting.

C.10.5 Progress Reports and Final Technical Report

- (a) The Contractor shall prepare monthly progress, status, cost and management reports and prepare reviews in accordance with CDRL data item A001.
- (b) The Contractor shall prepare a Final Technical Report in accordance with CDRL data item A005

*** END OF NARRATIVE C0001 ***

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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.

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
-1-	-2-	-3-

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
-1-	-2-	-4-

(d) Accelerated delivery schedule -5- acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

-1-

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

-2-

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

-16-

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

-17-

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2 252.204-0005 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.

[End of Clause]

G-3 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:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES 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 (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- 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 Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

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 (myInvoice-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]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<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 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.

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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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-11	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
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I-49	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-50	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-51	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-52	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-53	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAY/2013
I-54	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-55	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	MAY/2013
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I-59	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-60	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-61	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-62	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-63	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-64	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-65	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-66	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-67	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-68	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-69	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

(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.

(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

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(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.

(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.

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(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 Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at 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.).

(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

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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 --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's 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 Contractor's 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 Contractor's 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

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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 Contractor's indemnification of the Government against patent liability.

(End of Clause)

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52.244-2

SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's 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 Officer's 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) of 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 Officer's written consent before placing the following subcontracts: -1-

(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.

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(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-

(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 the -1- under Contract No. -2-.

(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 -1-.

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(End of clause)

I-72 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-73 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

(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.

(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

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(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

*HYPERLINK "<http://www.sba.gov/content/table-small-business-size-standards>"<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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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)

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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)

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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)

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52.204-4009

MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

MAR/2005

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

Name of Offeror or Contractor:

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

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

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

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

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

[End of Clause]

I-77 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

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

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

[End of Clause]

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	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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.

Name of Offeror or Contractor:

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation. 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 Performance Sealed 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 USDA designated 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, EPA designated 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 Act Free Trade Agreements Israeli 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 Sudan Certification. This provision applies to all solicitations.

(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

Name of Offeror or Contractor:

(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
_____	_____	_____	_____
_____	_____	_____	_____

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.

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Name of Offeror or Contractor:

K-7 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2012
(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.

(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 Central Contractor Registration 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-8 252.209-7995 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

CONTINUATION SHEET

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Name of Offeror or Contractor:

(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-11 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
 (TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(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]

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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	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	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; [] 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-3	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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 -1-.

(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-4	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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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-5	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(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-6	52.215-4003	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES	MAY/2011
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Name of Offeror or Contractor:

(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

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-7 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-8 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

Name of Offeror or Contractor:

d. For additional information on DoD activities in support of AbilityOne, see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html

[End of provision]

L-9 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

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

Name of Offeror or Contractor:

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:

-- 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]

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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/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.