AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page
Firm Fixed Price	1 Of 22

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
P00021	2013SEP27	SEE SCHEDULE	

6. Issued By Code W56HZV

U.S. ARMY CONTRACTING COMMAND
VINCENT DISANTO
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: VINCENT.S.DISANTO@US.ARMY.MIL

7. Administered By (If other than Item 6) Code SUK12A

DCMA NORTHERN EUROPE
UNIT 2, HAMPDEN COURT
KINGSMEAD BUSINESS PARK
LOUDWATER, HIGH WYCOMBE, BUCKS
HP11 1JU U.K.

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

W F E L LTD
CROSSLEY RD
STOCKPORT, GB
UNITED KINGDOM SK4 5BD

Code K7705 **Facility Code**

☐ **9A. Amendment Of Solicitation No.**

9B. Dated (See Item 11)

☒ **10A. Modification Of Contract/Order No.**

W56HZV-09-D-0116

10B. Dated (See Item 13)
2009MAY18

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ **The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers**

☐ **is extended,** ☐ **is not extended.**

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

☐ **A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.**

☐ **B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).**

☒ **C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:** Mutual Agreement of the Parties

☐ **D. Other (Specify type of modification and authority)**

E. IMPORTANT: Contractor ☐ **is not,** ☒ **is required to sign this document and return _____ copies to the Issuing Office.**

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
		KEITH D. DEPOORTER KEITH.DEPOORTER@US.ARMY.MIL (586)282-9074	
15B. Contractor/Offeror	**15C. Date Signed**	**16B. United States Of America**	**16C. Date Signed**
_____ **(Signature of person authorized to sign)**		**By** /SIGNED/ **(Signature of Contracting Officer)**	2013SEP27

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: VINCENT DISANTO
Buyer Office Symbol/Telephone Number: CCTA-HBF-P/(586)282-3546
Type of Contract: Firm Fixed Price
Kind of Contract: Service Contracts
Type of Business: Foreign Concern/Entity
Surveillance Criticality Designator: B
Contract Expiration Date: 2015APR30

*** End of Narrative A0000 ***

Contract:	W56HZV-09-D-0116
Modification:	P00021
Current Contract Amount:	$37,575,000.00
Amount of this Action:	$ 0.00
New Contract Amount:	$37,575,000.00

1. The purpose of this Modification P00021 is to Revise Dry Support Bridge (DSB) Core Work. Specifically, this modification:

A. Section B: Add CLIN 0035 with -

I. "Reassembly -Complete DSB System" is established with a unit price of $422,007.71.

II. "Reassembly-DSB Bridge" is established with a unit price of $119,486.59.

III. "Reassembly-DSB Launch Vehicle" is established with a unit price of $292,311.87.

IV. "Reassembly-DSB Launching Equipment" is established with a unit price of $10,209.25.

B. Section C:

I. Retitle Paragrah C.7 from "DSB RESET REPAIR WORK EFFORT" to "DSB RESET REPAIR WORK EFFORT (Over and Above Work)"

II. Retitle Paragrah C.36 from "MGB RESET REPAIR WORK EFFORT" to "MGB RESET REPAIR WORK EFFORT (Over and Above Work)"

III. Add paragraph C.9 as follows -

"C.9 Reassembly without Repair. The DSB Core work shall include the reassembly of the bridge to the delivered configuration without RESET if called up in the delivery order. Performance of the reassembly effort shall not commence earlier than the receipt of written disposition instructions within 90 calendar days after Government receipt of CAR.

C.9.1 Total RESET is included in the base price of reassembly for the Hydraulic System (PN G406/8010) and Crane (PN G418/4615) for the Launch Vehicle, except where items are missing or beyond economic repair.

C.9.2 In the event that the RESET effort at C.7 is exercised by modification for a DSB system, the reassembly CLIN (0035XX) for that DSB shall be terminated as a no-cost settlement in accordance with FAR 49.109-4.

C. Section H: Add reference to CLIN 0035 to Paragraph H.5 list of applicable CLINs.

D. Section I: Add DFARS Clause 252.217-7028 (Over and Above Work)

2. As a result of this modification, the dollar amount remains unchanged.

3. In consideration of the modification(s) agreed to herein as complete equitable adjustments for the changes in paragraph 2., Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the the changes in paragraph 2.

4. Except as specified above, all other terms and conditions established under the base contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A0020 ***

Name of Offeror or Contractor: W F E L LTD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0035	FIFTH YEAR DSB REASSEMBLY GENERIC NAME DESCRIPTION: DSB REASSEMBLY WITHOUT REPAIR CLIN CONTRACT TYPE: Firm Fixed Price Dry Support Bridge (DSB) Reassembly without repair in accordance paragraph C.9.				
	Reassembly - Complete DSB System: CLIN 0035AX: Reference Paragraph C.9	EST 2	each	$ 422,007.71	
	Reassembly - DSB Bridge: CLIN 0035BX: Reference Paragraph C.9			$ 119,486.59	
	Reassembly - DSB Launch Vehicle: CLIN 0035CX: Reference Paragraph C.9			$292,311.87	
	Reassembly - DSB Launching Equipment: CLIN 0035DX: Reference Paragraph C.9			$ 10,209.25	
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin (End of narrative B004)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
RESET SCOPE OF WORK for the US Armys fleet of Dry Support Bridge System and Medium Girder Bridge(MGB)System and MGB assets belonging to all Department of Defense(DoD)MGB user activities.

C.1 DSB RESET SCOPE. The following Scope of Work section pertains to Army Materiel Commands (AMCs) RESET (inspection, maintenance and repair as necessary) program for the Army fleet of Dry Support Bridge (DSB) System(s)/Component(s). The requirements for these discrete portions of the work are set forth in paragraphs C.4, C.5, C.6 and C.7 below.

C.1.1 The DSB System Equipment to be processed through the RESET program effort follows:

Dry Support Bridge System LIN EB2076, NSN 5420-01-469-7479
Dry Support Bridge Unit - LIN B26007, NSN 5420-01-470-5823
Dry Support Bridge Launcher Vehicle LIN L67660, NSN 5420-01-469-7478

C.1.2 The DSB System and/or Components included in this RESET work effort are listed below:
DSB Launch Vehicle, 1 each NSN 5420-01-469-7478, including
Palletized Load System (PLS) Truck NSN 5420-99-706-0607 contained within NSN 2320-01-304-2278. The PLS truck will not be inspected or RESET under this contract except as set forth in this scope of work.

Crane, Truck Mounted 39 Ton NSN 3810-99-577-1653
A-Frame Assembly P/N G414/4614
Launching Mechanism
Launcher Carriage Assembly NSN 5420-99-490-3988
Launcher Carriage Assembly NSN 5420-99-147-5574
Forward Launch Beam NSN 5420-99-256-2141
Far Bank Support NSN 5420-99-320-4462
Frame Assembly NSN 5420-99-992-1352
Tail Lift Assembly NSN 4940-99-562-5731
Chest Pack NSN 5420-99-492-8971
Hydraulic System
Electrical System

DSB Launching Equipment, 1 each, including
Launch Beam (seven (7) per system) NSN 5420-99-723-4050
Contained on one (1) M1077 Flat rack NSN 3990-01-307-7676

DSB Unit, 1 each NSN 5420-01-470-5823, including
Parallel Module NSN 5420-99-127-3844
Ramp Module NSN 5420-99-257-7028
End Beam Assembly NSN 5420-99-271-9023
Anchorage Equipment Storage Box NSN 2540-99-359-4375
Approach Ramp NSN 5420-99-551-0521
Approach Ramp Transport Frame Upper NSN 5420-99-665-9604
Approach Ramp Transport Frame Lower NSN 5420-99-549-5947
Contained on six (6) M1077 Flat racks NSN 3990-01-307-7676

(LIN = Line Item Number; NSN = National Stock Number)

C.2 OBJECTIVE

C.2.1 At the end of the RESET effort, all System(s)/Component(s) that have been repaired shall be Fully Mission Capable (FMC) as determined by a Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR). Fully mission capable is defined as System(s) and/or Component(s) that are safe and have all mission essential subsystems installed and operating, as explained in the applicable Technical Manuals (TM). A FMC system has no faults that are listed in the Not Fully Mission Capable Ready columns of the TM 10 and 20 series PMCS tables that apply to the system(s) or its sub-system(s). The terms ready/available and FMC refer to the same status: equipment is on-hand and able to perform its combat missions.

C.3 APPLICABLE DOCUMENTS. Requirements and procedures of the following documents are applicable to both the Core Work (C.6) and the Repair Effort (C.7) portions of this scope of work.

C.3.1 The Army Technical Manuals (TM) referenced below (with PIN Publication Identification Number), specified by System(s)/Component(s) configuration, and are located on the LOGSA Website at https://www.logsa.army.mil/etms/find_etm.cfm NOTE: Login ID and Password may be required. All of the below publications may not be needed to complete the RESET work, but are provided as a reference source to ascertain the Armys accepted processes and requirements.

Technical Manuals: Government

PIN	TM Number	DIST CD	Publication Title
080577	TM 5-5420-279-10	A	Operators Manual for Dry Support Bridge, NSN 5420-01-469-7479, May 2004
081355	TM 5-5420-279-23	A	Unit and Direct Support Maintenance Manual for Dry Support Bridge, NSN 5420-01-468-7479, May 2004
081356	TM 5-5420-279-23P	A	Unit and Direct Support Repair Parts and Special Tools List for Dry Support Bridge (RPSTL), NSN 5420-01-469-7479, May 2006
	TM 9-2320-364-10	A	Operators Manual for Palletized Load System (PLS), NSN 2320-01-304-2278, Aug 1999
	TM 9-2320-364-20-1	A	Unit Maintenance Manual for PLS, NSN 2320-01-304-2278, Aug 1999
	TM 9-2320-364024P-1	A	Unit Direct and General Maintenance Support and RPSTL for PLS, NSN 2320-01-304-2278, Aug 1999
080586	TB 5-5420-279-14	A	Warranty Program for Dry Support Bridge Launcher M1975, NSN 5420-01-469-7478 and Dry Support Bridge Sections M19, NSN 5420-01-470-5823, 14 Apr 2003
	ATPD-2282		Detailed Specification Dry Support Bridge, 18 March 2004 Attachment 1) DSB TDP DSB WFEL Technical Data Package, WFEL Ltd. P.O. Box 41 Crossley Road, Heaton Chapel, Stockport, Cheshire, SK45BD, England. Ian Wilson, Managing Director, dial 01-44-161-432-0281, E-mail address: ian.wilson@wfel.com
	AR 750-1 (Guidance Only)		Maintenance of Supplies and Equipment, 10 April 2007 TM 9-3990-206-14&P Operators, Unit, Direct Support and General Support, Maintenance Manual (Including Repair Parts and Special Tools List) Palletized Load System (PLS) Model M1077/M1077A1 (NSN 3990-01-307-7676, ISO Compatible Palletized Flat-rack M1 IPF) (3990-01-406-1340)

C.3.2 All ECPs that have been approved under Contracts DAAE07-00-C-L032, W56HZV-05-C-0026 this contract are contained in Attachment 0009 to the contract.

C.4 PROGRAM MANAGEMENT

C.4.1 Project Management. The Contractor shall establish and maintain management of this program and performance of the work called for hereunder. These responsibilities include all activities needed to plan, direct, control, and execute the program, in accordance with this Scope of Work.

C.4.1.1 Reserved

C.4.2 Start-of-Work Meeting: The Contractor shall participate in a Start-of-Work teleconference meeting within 10 (ten) working days of each of the Task Orders issued hereunder. The meeting shall include Contractor personnel responsible for the performance of the work effort and at a minimum, the following Government participants: the Principle Contracting Officer (PCO), Contract Specialist, Administrative Contracting Officer (ACO) and the Contracting Officer Representative (COR). The Contractor shall prepare the Meeting Minutes in the Contractors format and submit them via email to the Start-of-Work meeting attendees within ten (10) working days after the meeting. The Contractor shall notify these individuals at least 5 (five) working days after award, preferably by email, of their available time and date of the Start-of-Work meeting.

C.4.3 Required Reporting. The Contractor shall prepare various status reports. The reports are listed and described below.

C.4.3.1 The Contractor shall prepare and submit a Conditional Assessment Report (CAR) for each Task Order issued under CLIN 001X in accordance with CDRL A001. Each report shall contain, at a minimum the following information:

C.4.3.1.1 All identifying System(s)/Component(s) information in accordance with commercial practices, including end item serial numbers and system nomenclatures, and a condition summary of each System(s)/Component(s) which lists the repairs necessary, as well as the likely cause of the failure (such as wear and tear, improper lubrication, improper training, etc.).

C.4.3.1.2 A general description of the System(s)/Component(s) condition and appearance; engine hours and the mileage or hour meter reading; and, the IUID numbers and serial numbers.

C.4.3.1.3 A list of all material, repair and/or replacement items and Government Property that are needed for each System(s)/Component(s) except as discussed below.

C.4.3.1.3.1 A complete proposed bill of materials shall be submitted including part numbers, price, Preventative Maintenance Servicing and descriptions of repair and replacement parts. The Contractor shall include the proposed cost of material, labor categories and labor hours to perform the necessary work. The Contractor shall price the total effort. The labor rates, overhead rates and profit are established in the basic contract.

C.4.3.1.3.2 The Contractor is not required to individually list the mandatory replacement parts contained in Attachment 0005 when they are all to be consumed during RESET. If a reduction in mandatory parts is required for any reason i.e. a shortage in shipped

subcomponents to the contractor or an item is determined to be beyond economic repair during inspection or the mandatory part is available from Excess Stock (paragraph C.4.3.2), then those mandatory parts no longer required will be quantified and an appropriate price reduction made in line with the agreed mandatory part unit cost.

C.4.3.1.3.3 The contractor shall separately list any component that it determines requires replacement, however, the removed component should be reviewed for repair/rebuild and the time required to rebuild these components if it cannot be replaced in a timely manner. Any component that would significantly delay the actual RESET of the complete bridge should be included in this list. The Contractor shall provide the following data for each listed component: cost and lead time for a new item and the cost and lead time for rebuilding the component and any recommendations.

C. 4.3.1.3.4 The contractor shall inspect and inventory the basic issue items (BII) and the component of the end items (COEI) and propose replacement as required. The CAR shall include any items that require repair or replacement so that a complete set of BII and COEI accompany the complete RESET DSB. Operator Special tools and equipment as specified in the 10 manual shall be inventoried and accounted for, inspected for damage and replaced as required. If less than a complete DSB is RESET, the contractor shall include his recommendations in the CAR and comply with the awarded RESET Task order.

C.4.3.1.4 Contractor shall review any approved ECP's generated in support of the DSB program for incorporation into the RESET effort for the DSB. The Contractor in the preparation of the CAR shall review the approved ECPs under the DSB program for incorporation under the RESET effort and specifically identify which ECP's are or are not to be incorporated. For all those ECPs that the Contractor recommends should be incorporated into the RESET effort, the Contractor shall include those costs associated with the ECPs into the cost proposal under the CAR. The price of each ECP shall be separately stated. The Government will review the proposed costs for incorporation into the Task Order award for the actual RESET.

C.4.3.2 Excess Government material from refurbishment efforts, to include inventory on-site and excess parts/components from each Task Order shall be documented in accordance with FAR 52.245-1 Government Property (Deviation) DARS Tracking #2007-00012 (see clause I-106) and submitted monthly to the COR and PCO office. As assets are required for consumption on awarded Task Orders, material shall be decremented and reported on the Excess Material and Consumption Register (CDRL A009: Excess Material and Consumption Register). See paragraph C.39 for Storage of excess material. Contractor shall immediately, on unloading of any bridge/component from any ISO container, obtain disposition instructions for the container(s) from the COR.

C.5 DSB RESET PROCESS

C.5.1 The Government will identify System(s)/Component(s) to be inducted into the RESET program by issuing one or more Task Orders to the Contractor. The System(s)/Component(s) will be shipped in an As Is condition. The Government shall deliver the System/Component to the Contractors facility within 30 working days after the issuance of any Task Order that awards any inspection under the RESET program. In the event that the Government fails to deliver the Government Property within 30 working days, the Contractor may request an equitable adjustment in accordance with clauses H.6.1 and H.6.2 Price Adjustment for Exchange Rate Increase/Decrease.

C.5.2 Within 3 (three) working days of receiving a Task Order, the Contractor shall notify the PCO if he wants the System(s)/Component(s) shipped to a location other than the Contractors place of performance for tear down and inspection. The Government will make all arrangements related to loading and transporting the System(s)/Component(s) to the Contractors facility, including any disassembly that may be required to transport the System/Component. Transportation costs of the RESET System(s)/Component(s) to and from designated Repair facility is the Government's responsibility. The Contractor is responsible for unloading the System/Component from train or trucks and for unloading the flat-racks or containers used in shipping.

C.5.3 The Contractor shall perform its detailed RESET work inspection under CLIN 001X at their designated facility unless otherwise mutually agreed upon. In accordance with Section D, the Contractor shall be responsible to package the System(s)/Component(s) for shipment and submit a request for a Government Bill of Lading from DCMA for transportation from the Contractor site(s) back to the Government designated Unit.

C.5.4 The Conditional Assessment Report (CAR): Request for Authorization to perform work pursuant to clause C.6 (CDRL A001) shall be submitted for each individual system and include the labor category, labor hours, and materials, and Contractors proposed delivery schedule for completion of repair work as a result of the tear down and inspection. The CARs proposed price will include the mandatory replacement of the parts listed in attachment 0005 or as amended under C.4.3.1.3 and only reductions in quantities shall be listed in the CAR. Where no reduction in quantity is required, the mandatory replacement parts are not required to be individually listed. Performance of the TMs recommended Preventative Maintenance shall be proposed in each CAR.

C.5.5 The Contractor shall have 40 working days from the date that it receives delivery of any system/component to complete the System's/Component's Conditional Assessment Report (CAR). The inspections shall be performed in the same sequence as the system/component is actually received, regardless of TASK Order and bridge type, unless the PCO directs otherwise. The Contractor is free to complete any CAR in less than 40 working days. In the event the Contractor cannot start an inspection because of capacity limitations (see Order Limitations clause I-98) then the 40 working days will start when either of the two work floor slots become available.

C.5.6 The PLS: The Government agrees to provide DSB systems and launchers where the PLS has already been refurbished. The Contractor is

not required to inspect or refurbish the PLS. The Contractor is responsible for inspecting and including in the CAR any findings, problems and recommendations concerning the interface between the bridge and PLS. If the launcher arrives and the launcher portion has been disassembled from the PLS: the add-on price set forth in Section B will be applicable.

C.5.7 Performance Period: The DCMA-QAR will document the date that the performance period starts for each bridge. The DCMA-Industrial Specialist will send an Email to the following personnel documenting the performance start date for each bridge: PCO, COR, and Contractor; ian.wilson@wfel.com.

C.5.8 Inspection of Condition Assessment Report (CAR)(CDRL A001) The Contractor shall submit each completed CAR to DCMA-QAR for inspection and acceptance. The overall objective of the CAR inspection and acceptance is to verify that all items have been inspected and that the proposed scope of work will bring the system / component to an FMC status. The DCMA-QAR will inspect and accept each CAR and determine if it contains the data required by the scope of work and if it was submitted in accordance with CDRL A001. The DCMA-QAR will sign off in WAWF when the CAR is determined acceptable.

C.6 DSB CORE WORK

C.6.1 The core effort of work hereunder shall consist of all receiving and inspecting, and performing the preventive maintenance checks, as prescribed by the DSB Army Technical Manuals. In addition the Contractor shall perform a tear down effort to provide a detailed repair (with cost and price data) report summary (CDRL A001, Conditional Assessment Report) on the repair or replacement of any parts. The Contractor shall include in the CAR the costs to package the system for shipment and ensure Contractor responsibilities as specified at section C.4.3.1 and C.5 above, have been met and included within the CAR report.

C.6.2 Upon receipt of the DSB System or equipment by the Contractor, each System(s)/Component(s) shall be identified by IUID number, if available. If an IUID number is not available, report by using the System(s)/Component(s) data plate information. When available, service, maintenance and repair logs will be shipped with the equipment.

C.6.3 Tear Down and Inspections. The Contractor shall perform detailed tear down and inspection of the Dry Support Bridge Systems and components and identify replacement parts and Repair Effort for each System/Component. Tear down shall be limited to the major sub-systems on the Launcher, namely the:

Launch Frame as an assembly
A-Frame as an assembly
Slide Frame as an assembly
PLS Chassis as an assembly see paragraph C.5.6

The Contractor shall examine each System/Component, except the PLS truck, using diagnostic, inspection, and testing techniques to conduct the analyses and inspections set forth in documents identified in C.3. Each System/Component shall be thoroughly inspected for work that will be required to return it to its original configuration, in accordance with the referenced documents, as identified in C.3. System(s)/Component(s). Assemblies will be sufficiently disassembled, at the discretion of the Contractor, to determine that components meet the requirement of returning the DSB to a Fully Mission Capable (FMC) status as specified in this Scope of Work. It is agreed that the Contractor will not inspect any of the mandatory replacement parts listed on Attachment 0005 of the contract. The CLIN 001X price does not include the price of inspection of these mandatory replacement parts.

C.6.3.1 System(s)/Component(s) Dents. The System(s)/Component(s) will be placed into a Fully Mission Capable (FMC) status as prescribed by Operator (-10) and Unit (-20,-23 or -24) level PMCS. Minor cosmetic dents are acceptable provided the System(s)/Component(s) operability, safety or performance is not compromised. If the dent has exposed or bare metal, the areas will be treated as identified in paragraph C.6.5

C.6.4 Parts Replacement. All mandatory parts will be replaced in accordance with TM instructions. All components and parts that have been disassembled shall be repaired or replaced and reported on the CAR to bring the equipment to original configuration and TM 10/20/23 or 24 standards. The contractor shall report in the CAR when it is proposing to use parts from the inventory of Government Property in its possession in any RESET.

C.6.5 CARC Paint: For each RESET System(s)/Component(s), the Contractor shall apply the CARC paint system (i.e. clean, pre-treat, prime and topcoat) in accordance with ATPD 2282 and guidance from MIL-DTL-53072C. The Contractor shall submit the CARC paint requirements on the Conditional Assessment Report (CDRL A001). The Contractor shall spot paint/touch up System(s)/Component(s) using the System(s)/Component(s) pre-existing color scheme. The Contractor shall only paint the entire System(s)/Component(s) when specifically directed by the Contracting Officer. The Contractor shall include in the CAR any paint issues or concerns.

C.6.6 Stamping: In accordance with ATPD 2282, each RESET System/Components Government Data Plate shall be updated with the letters DD (desert damage), and the date RESET was completed for that System/Component. The data plate shall be remounted in the same location that it was removed.

C.6.7 DSB Final Inspection (CDRL A003):

Final Inspection Report (FIR): Upon completion of the RESET of any DSB System(s) /Component(s) under any contract Task Order, the Contractor shall prepare and submit a Final Inspection Report in accordance with CDRL A003. The FIR shall certify that all repairs and requirements have been completed and that the system/sub-system is Fully Mission Capable. The FIR shall be submitted to the DCMA-QAR and COR by email. The DCMA-QAR will inspect and accept the System(s)/Component(s) as discussed below and then sign off in Wide Area Workflow (WAWF).

C.6.7.1 The RESET Dry Support Bridge (DSB) shall be inspected and accepted upon completion of the RESET task order. The Contractor shall make available to DCMA-QAR its inspection documentation and check lists that it used in the RESET effort. This documentation shall include, where applicable, X Rays taken, Faro Arm CMM inspections, Magnetic Particle Flaw Detection inspections, any chemical and Physical Analysis perform on materials, Dye Penetrant examinations of welds, and other inspections performed by the Contractor during the RESET effort. All repairs/replacements identified within the CAR and certified as being complete will be identified by the contractor during the PMCS process to verify compliance with the CAR. The DCMA-QAR shall inspect and accept all IUID markings to ensure that they have been properly constructed, applied and input into WAWF. The DCMA-QAR will assure that all components that require IUID have been marked.

C.6.7.2 DCMA Quality Inspectors shall use the Technical Manual (TM) for the DSB (TM-5-5420-279-10, TM-5-5420-279-23 and TM 9-3990-206-14&P) as guidance for the inspection of the RESET DSB. The RESET DSB shall be verified as being compliant to 10/20 standards as set in the above TMs. This standard is referred to as Fully Mission Capable (FMC). The -10/-20 Standards are performed using the applicable TMs, and shall be verified as described in the following paragraphs for each system and within the guide lines of Army Regulation (AR) 750-1 (Chapter 1, Section 1) and AR 385-55 (Safety).

C.6.7.3 An itemized list of the applicable Mandatory and Replaced parts shall be provided for each completed DSB RESET system or component. These lists shall identify what parts were awarded for the RESET of the Bridge and confirm all parts were replaced. These lists shall be provided to the DCMA-QAR and the COR. The Contractor shall certify that the repaired System(s)/Component(s) conform to all applicable standards and requirements in accordance with documents identified in C.3.1. This certification shall be in Contractors format and contain all repairs reported under the CAR for each task order and be submitted in accordance with CDRL A003. This certification shall be submitted to the DCMA-QAR and to the COR. All removed parts, excluding fasteners, shall be quarantined and made available to the QAR during inspection and acceptance. After the inspection and acceptance of a RESET FIR, the Contractor shall notify the COR and PCO in writing of any residual parts and material in accordance with C.7.7.

C.6.7.4 The DSB shall be treated as a system; the basic issue items (BII) and the component of the end item (COE) are required to accompany the complete RESET DSB. Special tools and equipment shall be inventoried and accounted for, inspected for damage and replaced as required. Replaced special tools and equipment shall be documented for each RESET system, and a list provided to DCMA and COR. If less than a complete DSB is RESET, the contractor shall include his recommendations in the CAR and comply with the awarded RESET Task order.

C.6.7.5 The Contractors final inspection of the RESET bridge/component shall be in the presence of the DCMA-QAR and shall include, as far as practicable based on the system/sub-system under RESET the following:

The DSB shall be deployed and retrieved during the final inspection.

Performance of PMCS as specified within the -10 manual

DSB System
Section 8.3.1 Operator Tables Before PMCS items 1 to 86 inclusive, During PMCS items 87 to 108 inclusive, After PMCS items 109 211 inclusive.

Launch Vehicle
Section 8.3.1 Operator Tables Before PMCS items 1 to 71 inclusive, During PMCS items 87 to 96 inclusive, After PMCS items 109 189 inclusive.

Launching Equipment
Section 8.3.1 Operator Tables Before PMCS items 84, After PMCS item 209.

Bridge
Section 8.3.1 Operator Tables Before PMCS items 72 to 86 inclusive, During PMCS items 97 to 108 inclusive, After PMCS items 190 208 inclusive, 210 and 211.

Completeness of Equipment

DSB System
Chapter 11 DSB Transportation and Loading Plan
Tables 11.6 Launch Vehicle
Tables 11.7 to 11.8 Launching Equipment

Tables 11.9 to 11.14 DSB Bridge

Launch Vehicle
Tables 11.6 Launch Vehicle

Launching Equipment
Tables 11.7 to 11.8 Launching Equipment

DSB Bridge
Tables 11.9 to 11.14 DSB Bridge

C.6.8 Non-repairable System(s)/Component(s). The Contractor shall indicate on the each CAR, if any given System(s)/Component(s) inspection reveals that any part is cracked or bent to such a degree that it deemed irreparable and must be replaced. Excess material shall be handled as described in paragraph C.7.7

C.7 DSB RESET REPAIR WORK EFFORT (Over and Above Work)

C.7.1 Based upon the Contractors submission of the Conditional Assessment Report (CAR), the Government will negotiate and award a firm fixed price effort for each CAR based on the agreed tasks to be performed. The Contractor shall immediately request instructions from the PCO whether to hold the DSB on the work floor or to move the DSB to the staging circle or to storage on submission of the CAR for that DSB if there is another bridge waiting to be moved to the production floor. The Government will award a Task Order or provide written disposition or storage instructions within 90 calendar days after receipt of a CAR. Immediately on award of a RESET Task Order, the DSB will be placed in line to be moved back to the work floor based on the dated that DSB was originally received at WFEL. If the CAR is not approved within 90 calendar days the storage costs and the cost of placing into storage as specified in Section B may be levied until such time as CAR approval is obtained. In the event that the PCO instructs the contractor to move a bridge into storage, the costs of moving into storage set forth in section B will apply.

C.7.2 The Government will negotiate a delivery schedule for each RESET Task Order based upon the CAR submission and the Contractor shall adhere to the repair and delivery schedule.

C.7.3 Flat-rack M1077 / M1077A1, NSN 3990-01-307-7676, shall be refurbished/repaired to the extent whereby it is fully mission capable in accordance with TM 9-3990-206-14&P dated Jun 2006.

C.7.4 IUID is required for all components as listed in Attachment 0003. Upon completion of the RESET repair action, the Contractor shall install a new IUID on each System and Component. In the event the value of any component increases to exceed $5,000 and that component is not listed in 0003, the Contractor shall notify the PCO in the CAR and request instructions.

C.7.5 The Contractor shall notify the Government DCMA QAR of the award of the initial inspection Task Order and shall maintain contact throughout the RESET process. The Contractor shall commence with the repair effort and notify the Government DCMA QAR at the completion of the work effort for inspection and acceptance.

C.7.6 In accordance with Section D, the Contractor shall prepare and package the System(s)/Component(s) for shipment to the designated shipment location. The Task Order that awards the CAR shall include the shipping instructions and TAC code for the required shipping for the RESET DSB. The CAR shall include notification if additional flat-racks are required for shipping the RESET DSB. The COR shall deliver any additional flat-racks that the Government agrees to supply.

C.7.7 Retention and Disposal of Parts. At the completion of any bridge or component RESET the Contractor shall notify the COR and PCO in writing of any residual parts and material. In its notification the Contractor shall separately list the parts and material into three categories: items that have no residual value and should be disposed of, items that have no value to any future RESET award but have scrap value and should be scrapped under Government Property disposal procedures and items that have possible value to any future RESET awards and should be retained and stored. For a period of 30 (thirty) calendar days after the COR receives this notification, the Contractor shall keep on hand all parts removed from serviced System(s)/Component(s) or were delivered and are excess to the RESET effort. During that time, the Contractor shall permit the Government, upon its request, to examine any such parts. The Contractor shall request disposition instructions from the Contracting Officer Representative (COR). The COR must provide instructions within the 30 day period or the Contractor shall store the parts in the excess material area.

C.7.8 Warranty. The Contractor shall warrant the repaired DSB and Component(s) as cited in the FIR for a period of 12 (twelve) months after WAWF acceptance in accordance with clause H-04. This warranty will be contingent on the Government correctly maintaining and repairing the equipment, in accordance with the TMs, following its receipt of the RESET DSB.

C.8 MAINTENANCE OF SUPPLIES AND EQUIPMENT

C.8.1 The Contractor shall provide the following in support of the Army Material Commands Logistics Support Activity (LOGSA) mission. This information will be utilized to enhance visibility of cost associated with the Army's Tank-automotive and Armaments Life Cycle Management Commands RESET program.

C.8.2 The Contractor shall develop, and maintain a Contractor Report containing the detailed spare and repair parts utilization data for all Army equipment and components repaired and RESET under the terms and conditions of this contract.

C.8.3 The Contractor shall submit the report monthly in accordance with CDRL A004.

C.9 Reassembly without Repair. The DSB Core work shall include the reassembly of the bridge to the delivered configuration without RESET if called up in the delivery order. Performance of the reassembly effort shall not commence earlier than the receipt of written disposition instructions within 90 calendar days after Government receipt of CAR.

C.9.1 Total RESET is included in the base price of reassembly for the Hydraulic System (PN G406/8010) and Crane (PN G418/4615) for the Launch Vehicle, except where items are missing or beyond economic repair.

C.9.2 In the event that the RESET effort at C.7 is exercised by modification for a DSB system, the reassembly CLIN (0035XX) for that DSB shall be terminated as a no-cost settlement in accordance with FAR 49.109-4.

C.10 - C.29 Reserved

C.30 MGB RESET SCOPE. The following Scope of Work section pertains to the Army Materiel Commands (AMCs) RESET (inspection, maintenance and repair as necessary) program for the Army and all Department of Defense(DoD) MGB user activities fleet of Medium Girder Bridge System(s)/Component(s). The requirements for these discrete portions of the work are set forth in paragraphs C.33, C.34, C.35 and C.36 below.

C.30.1 The Medium Girder Bridge (MGB) may be received configured on the legacy cargo pallets or the newer M1 Flat-racks or in ISO containers. Regardless of configuration received by the Contractor, a typical MGB will consist of two Basic Bridge Sets (BBS), one Bridge Erection Set (BES) and one Link Reinforcement Set (LRS), commonly referred to as a 2-1-1 MGB. The CAR shall always propose the MGB be RESET to a 2-1-1 MGB irrespective of the individual sets, components or parts quantities received unless otherwise instructed by the PCO.
The MGB System(s)/Component(s) to be included and processed through the RESET program effort follow:
BRIDGE SET, LIN, C22811
Pallet Configured - 5420-00-172-3520
Flat-rack Configured - 5420-01-457-0734
BRIDGE ERECTION SET, LIN C22126
Pallet Configured - 5420-01-172-3519
Flat-rack Configured - 5420-01-457-0728
LINK REINFORCEMENT SET, LIN C27309
Pallet Configured - 5420-01-139-1503
Flat-rack Configured - 5420-01-457-0730
(LIN = Line Item Number; NSN = National Stock Number)

C.31 OBJECTIVE

C.31.1 At the end of the RESET effort, all System(s)/Component(s) that have been repaired shall be Fully Mission Capable (FMC) as determined by a Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR). Fully mission capable is defined as System(s) and/or Component(s) that are safe and have all mission essential subsystems installed and operating, as explained in the applicable Technical Manuals (TM). A FMC system has no faults that are listed in the Not Fully Mission Capable Ready columns of the TM 10 and 20 series PMCS tables that apply to the system(s) or its sub-system(s). The terms ready, available and FMC refer to the same status: equipment is on-hand and able to perform its combat missions.

C.32 APPLICABLE DOCUMENTS. Requirements and procedures of the following documents are applicable to both the Core Work (C.35) and the Repair Effort (C.36) portions of this Scope of Work.

C.32.1 The Army Technical Manuals (TM) referenced below (with PIN Publication Identification Number), specified by System(s)/Component(s) configuration, and are located on the LOGSA Website at https://www.logsa.army.mil/etms/find_etm.cfm NOTE: Login ID and Password may be required. All of the below publications may not be needed to complete the RESET work, but are provided as a reference source to ascertain the Armys accepted processes and requirements.
Technical Manuals: Government
DMWR 5-5420-212 Depot Maintenance Work Requirements for Bridge, Medium Girder
TM 5-5420-212-23 Unit and Direct Support Maintenance Manual for Bridge, Medium Girder
TM 5-5420-212-23P Unit and Direct Support Repair Parts and Special Tool List for Bridge, Medium Girder
TM 5-5420-212-10-1 Operators Manual for Bridge, Medium Girder
TM 5-5420-212-10-2 Operators Manual for Bridge, Medium Girder
TM 9-3990-206-14&P Operators, Unit, Direct Support and General Support Maintenance Manual (Including Repair Parts and Special Tools List) Palletized Load System (PLS) Model

M1077/M1077A1 (NSN 3990-01-307-7676 ISO Compatible Palletized Flat-rack M1 IPF) (3990-01-406-1340)
TB 43-0213 Corrosion Prevention and Control, including Rust proofing Procedures
TM 43-0139 Painting Instructions for Army Materiel
TB 43-0209 Color, Marking and Camouflage Painting of Military Vehicles
MGB TDP MGB WFEL Technical Data Package
WFEL Ltd. P.O. Box 41 Crossley Road, Heaton Chapel, Stockport, Cheshire, SK45BD, England
Ian Wilson, Managing Director, dial 01-44-161-432-0281 E-mail address: ian.wilson@wfel.com
AR 750-1 (Guidance Only) Maintenance of Supplies and Equipment, 10 April 2007
Industry and Government Standards and Forms:
Industry:
ASQC Q9002 Quality Systems Standards ISO 9002 (1994 or most current)
ISO 5817 Welding Specification Steel
ISO 10042 Welding Specification Aluminum
ASTM D3951 Packaging
ASTM D3953 Strapping
Department of Defense Standards:
MIL-STD-881 Work Breakdown Structures for Defense Material Items
MIL-STD-961 Department of Defense Standard practice for Defense Specifications
MIL-C-81309 Corrosion Preventive Compounds / Water Displacing
MIL-P-116F Preservation Methods
MIL-PRF-62218 Corrosion Preventive Compounds / Cold Application
MIL-STD-129P(4) Department of Defense Standard Practice for Military Markings
MIL-STD-248C Welding and Brazing Procedures and Performance Qualifications
MIL-STD-130N Identification Marking of U.S. Military Property
MIL-W-8011A Welding, Metal Arc and Gas
MIL-W-13773 Welding, Repair, Metal Arc
MIL-DTL-53072C CARC Paint System
Department of Defense Forms:
DD Form 1423 Contract Data Requirements List (CDRL)
DD Form 1664 Data Item Description (DID)
DD Form 2404 Equipment Inspection and Maintenance Worksheet
DD Form 2408-9 Equipment Control Record
Other Government Documents, Drawings and Publications:
FAR 52.215.33 Federal Acquisition Regulation
DFARS 211 Defense Supplement describing Agency needs
DFARS 227.71 Defense Supplement describing Rights in Technical Data
DoD 5010.12M Manual - Procedures for the Acquisition and Management of Technical Data.

C.33 PROGRAM MANAGEMENT

C.33.1 Program Management. The Contractor shall establish and maintain management of this program and performance of the work called for hereunder. These responsibilities include all activities needed to plan, direct, control, and execute the program, in accordance with this Scope of Work.

C.33.1.1 Reserved

C.33.2 Start-of-Work Meeting. The Contractor shall participate in a Start-of-Work teleconference meeting within 10 (ten) working days of each of the Task Orders issued hereunder. The meeting shall include Contractor personnel responsible for the performance of the work effort and at a minimum, the following Government participants: the Principle Contracting Officer (PCO), Contract Specialist, Administrative Contracting Officer (ACO) and Contracting Officer Representative (COR). The Contractor shall prepare the Meeting Minutes in the Contractors format and submit them via email to the Start-of-Work meeting attendees within 10 working days after the meeting. The Contractor shall notify these individuals at least 5 (five) working days after award, preferably by email, of their available time and date of the Start-of-Work meeting.

C.33.3 Required Reporting. The Contractor shall prepare various status reports. The reports are listed and described below.

C.33.3.1 The Contractor shall prepare and submit a Conditional Assessment Report (CAR) for each Task Order issued under CLIN 002X in accordance with CDRL A005. Each report shall contain, at a minimum the following information:

C.33.3.1.1 All identifying System(s)/Component(s) information in accordance with commercial practices, including end item serial numbers and system nomenclatures, and a condition summary of each System(s)/Component(s) which lists the repairs necessary, as well as the likely cause of the failure (such as wear and tear, improper lubrication, improper training, etc.).

C.33.3.1.2 A general description of the System(s)/Component(s) condition and appearance and the Components serial number.

C.33.3.1.3 A list of all material, repair and/or replacement items and Government Property which is needed for each System(s)/Component(s) shall be submitted except as discussed below.

C.33.3.1.3.1: A complete proposed bill of materials shall be submitted including Part numbers, price and descriptions of repair and replacement parts and Preventative Maintenance Servicing. The Contractor shall include the proposed cost of material, labor categories and labor hours to perform the necessary work. The Contractor shall price the total effort.

C.33.3.1.3.2: The Contractor is not required to individually list the mandatory replacement parts contained in Attachment 0007 when they are all to be consumed during RESET. If a reduction in mandatory parts is required for any reason i.e. a shortage in shipped subcomponents to the contractor or an item is determined to be beyond economic repair during inspection, then those mandatory parts no longer required will be quantified and an appropriate price reduction made in line with the agreed mandatory part unit cost. The labor rates, overhead rates and profit are established in the basic contract.

* C.33.3.1.3.3 The contractor shall separately list any components that it determines requires replacement, however, the removed component should be reviewed for repair/rebuild and the time required to rebuild these components if it cannot be replaced in a timely manner. Any component that would significantly delay the actual RESET of the complete bridge should be included in this list. The Contractor shall provide the following data for each listed component: cost and lead time for a new item and the cost and lead time for rebuilding the component and any recommendations.

Part No.	Serial No.	Description	Price
G406/8049	5513411	Launcher Pump	$2,728.31
G406/8049	6089908	Launcher Main Pump	$2,728.31
G406/8620	RC001-07-04	Launcher Main Enclosure	$10,503.38
G406/8620	RC005-05-02	Launcher Main Enclosure	$10,503.38
G406/8606	RC010-11-02	Interface Enclosure	$12,745.13
G406/8606	RC001-07-04	Interface Enclosure	$12,745.13
			$51,953.65

* Changed or revised by modification P00015.

C.33.3.1.4 The contractor shall inspect and inventory the basic issue items (BII) and the component of the end items (COEI) and propose replacement as required. The CAR shall include any items that require repair or replacement so that a complete set of BII and COEI accompany the complete RESET MGB. Operator Special tools and equipment, as specified in the 10 manual shall be inventoried and accounted for, inspected for damage and replaced as required. If less than a complete MGB is RESET, the contractor shall include his recommendations in the CAR and comply with the awarded RESET Task order.

C.33.3.2 Excess material from refurbishment efforts, to include inventory on-site and excess parts/components from each Task Order shall be documented, in accordance with FAR 52.245-1 Government Property (Deviation) DARS Tracking #2007-00012 (see clause I-106) and submitted monthly to the COR and the PCO/Contract Specialist. As assets are required for consumption on additional Task Orders, material shall be decremented and reported on the Excess Material and Consumption Register (CDRL A009: Excess Material and Consumption Register). See paragraph C.39 for Storage of excess material. The Contractor shall immediately, on unloading of any system or components from any ISO container, obtain disposition instructions for the container from the COR.

C.34 MGB RESET PROCESS

C.34.1 The Government will identify System(s)/Component(s) to be inducted into the RESET program by issuing one or more Task Orders to the Contractor. The System(s)/Component(s) will be shipped in an As Is condition. The Government shall deliver the System/Component to the Contractors facility within 30 working days after the issuance of any Task Order that awards any inspection under the RESET program. In the event that the Government fails to deliver the Government Property, the Contractor may request an equitable adjustment in accordance with clauses H.6.1 and H.6.2 Price Adjustment for Exchange Rate Increase/Decrease.

C.34.2 Within 3 (three) working days of receiving a Task Order, the Contractor shall notify the PCO if he wants the System(s)/Component(s) shipped to a location other than the Contractors place of performance for tear down and inspection. The Government will make all arrangements related to loading and transporting the System(s)/Component(s) to the Contractor facility, including any disassembly that may be required for transportation. Transportation costs of the RESET System(s)/Component(s) to and from designated Repair facility is the Government's responsibility. The Contractor is responsible for unloading the System/Component from train or trucks and for unloading the flat-racks or containers used in shipping.

C.34.3 The Contractor shall perform its detailed RESET work inspection under CLIN 002X at their designated facility unless otherwise mutually agreed upon. In accordance with Section D, the Contractor shall be responsible to package the System(s)/Component(s) for shipment and submit a request for a Government Bill of lading from the cognizant DCMA for transportation from the Contractor site(s) back to the Government designated Unit.

C.34.4 The Conditional Assessment Report (CAR) Request for Authorization to perform work pursuant to provision C.35.1 (CDRL A005)shall be submitted for each individual system and include the labor category, labor hours, materials, and Contractors proposed delivery

schedule for completion of repair work as a result of the tear down and inspection. The CAR proposed price will include the mandatory replacement of the parts listed in 0007 or as amended under C.33.3.1.3 and only reductions in quantities shall be listed in the CAR. Where no reduction in quantity is required, the mandatory replacement parts are not required to be individually listed. Performance of the TMs recommended Preventative Maintenance shall be proposed in each CAR.

C.34.5 The Contractor shall have 70 working days from the date that it receives delivery of any system/component to complete the System's/Component's Conditional Assessment Report (CAR). The inspections shall be performed in the same sequence as the system/component is actually received, regardless of Task Order and bridge type, unless the PCO directs otherwise. The Contractor is free to complete any CAR in less than 70 working days. In the event the Contractor cannot start an inspection because of capacity limitations, see Ordering Limitations Clause I.35, then the 70 working days will start when either of the two work floor slots become available.

C.34.6 Performance Period for Inspection: The DCMA-QAR will document the date that the performance period starts for each bridge. The DCMA-Industrial Specialist will send an Email to the following personnel documenting the performance start date for each bridge: PCO, COR, and Contractor; ian.wilson@wfel.com.

C.34.7 Inspection of Condition Assessment Report (CAR)(CDRL A005) The Contractor shall submit each completed CAR to DCMA-QAR for inspection and acceptance. The overall objective of the CAR inspection and acceptance is to verify that all items have been inspected and that the proposed scope of work will bring the system / component to a FMC status. The DCMA-QAR will inspect and accept each CAR and determine if it contains the data required by the scope of work and if it was submitted in accordance with CDRL A005. The DCMA-QAR will sign off in WAWF when the CAR is determined acceptable.

C.35 MGB CORE WORK

C.35.1 The core effort of work hereunder shall consist of all receiving, inspecting, and performing the preventive maintenance checks, as prescribed by the respective MGB Army Technical Manuals. In addition the Contractor shall perform a tear down effort to provide a detailed repair (with cost and price data) report summary (CDRL A005, Conditional Assessment Report) on the repair or replacement of any parts, including the replacement of cadmium plated parts. The Contractor shall include in the CAR the labor category, labor hours and material costs to package the system for shipment and ensure Contractor responsibilities as specified at section C.33.3.1 and C.34 above, have been met and included within the report.

C.35.2 Tear Down and Inspections. The Contractor shall perform detailed tear down and inspection of the MGB Systems/ Components and identify replacement parts and Repair Effort for each System/Component. The Contractor shall examine each System/Component using diagnostic, inspection, and testing techniques to conduct the analyses and inspections set forth in documents identified in C.32. Each System or Component shall be thoroughly inspected for work that will be required to return it to its original configuration, in accordance with the referenced documents, as identified in C.32. System(s)/Component(s) and assemblies will be disassembled, at the Contractors discretion, to determine that components meet the requirement of returning the MGB to a Fully Mission Capable (FMC) status as specified in this Scope of Work. It is agreed that the Contractor will not inspect any of the mandatory replacement parts listed on Attachment 0007 of the contract. The CLIN 002X price does not include the price of inspection of these mandatory replacement parts.

C.35.2.1 System(s)/Component(s) Dents. The MGB, Pallet and M1 Flat-rack System(s)/Component(s) will be placed into a Fully Mission Capable (FMC) status as prescribed by Operator (-10) and Unit (-23) level PMCS. Minor cosmetic dents are acceptable provided the System(s)/Component(s) operability, safety or performance is not compromised. If the dent has exposed or bare metal, the areas will be treated as identified in paragraph C.35.4.

C.35.3 Parts Replacement. All mandatory parts shall be replaced in accordance with TM instructions. Components and parts that have been disassembled shall be repaired or replaced and reported on the CAR to bring the equipment to original configuration and TM 10/23 standards. The Contractor shall report in the CAR, when it is proposing to use parts from the inventory of Government Property in its possession in any RESET. If replacement parts are not available from the inventory of Government Property, the contractor may offer, in the CAR, other used MGB components at its disposal to supplement any shortfall. These parts shall be inspected and RESET in accord with the terms of this contract. Where such instances occur, a price for new equipment shall also be offered for comparison or purchase.

C.35.4: In accordance with guidance from MIL-DTL-53072C and/or TM 43-0139, the contractor shall repair the painted surface finish for each RESET System(s)/Component(s). The Contractor shall spot paint/touch up, using the pre-existing color scheme. The Contractor shall include in each Conditional Assessment Report (CDRL A001) its proposed the paint alternatives. The Contractor shall clearly state the existing color and scheme for each inspected System and state its proposed paint color and scheme. The Contractor shall state what parts will be touched up and which parts it recommends a complete repaint and why it is making that recommendation. The Contractor shall only paint the entire System(s)/Component(s) when specifically directed by the Contracting Officer. The Contractor shall consistently stencil on each system the letters DD (desert damage) and the date RESET was completed on the system in accordance with paragraph C.6.6 or in accordance with MIL-STD-129P(4) and MIL-STD-130N.C.35.6 MGB Final Inspection (CDRL A007):

C.35.6.1 Final Inspection Report (FIR): Upon completion of the RESET of any MGB System(s) /Component(s) under any contract Task Order, the Contractor shall prepare and submit a Final Inspection Report in accordance with CDRL A007. The FIR shall certify that all repairs required by the RESET task order have been performed and conform to all applicable standards and requirements and that the system/sub-system is Fully Mission Capable. The FIR shall be submitted to the DCMA-QAR and COR by email. The DCMA-QAR will inspect as discussed

below and accept the System(s)/Component(s) and then sign off in Wide Area Workflow (WAWF).

C.35.6.2 The RESET Medium Girder Bridge (MGB) shall be inspected and accepted upon completion of the RESET task order. The Contractor shall make available to DCMA-QAR its inspection documentation and check lists that it used in the RESET effort. This documentation shall include, where applicable, X Rays taken, Faro Arm CMM inspections, Magnetic Particle Flaw Detection inspections, any chemical and Physical Analysis performed on materials, Dye Penetrant examinations of welds, and other inspections performed by the Contractor during the RESET effort. All repairs/replacements identified within the CAR and certified as being complete will be identified by the contractor during the PMCS process to verify compliance with the CAR. The DCMA-QAR shall inspect and accept all IUID markings to ensure that they have been properly constructed, applied and input into WAWF. The DCMA-QAR will assure that all components that require IUID have been marked.

C.35.6.3 DCMA Quality Inspectors shall use the Technical Manual (TM) for the MGB (TM-5-5420-212-23, TM-5-5420-212-10-1 and TM 9-3990-206-14&P) as guidance for the inspection of the RESET MGB. The RESET MGB shall be verified as being compliant to 10/20 standards as set in the above TMs. This standard is referred to as Fully Mission Capable (FMC). The -10/-20 Standards are performed using the applicable TMs, and shall be verified as described in the following paragraphs for each system and within the guide lines of Army Regulation (AR) 750-1 (Chapter 1, Section 1) and AR 385-55 (Safety).

C.35.6.4 Itemized lists of the applicable Mandatory and Replaced parts shall be provided for each completed MGB RESET system or component to the DCMA-QAR and the COR. These lists shall identify what parts were awarded for the RESET of the Bridge and confirm all parts were replaced. The Contractor shall certify that the repaired System(s)/Component(s) conform to all applicable standards and requirements in accordance with documents identified in C.32. This certification shall be in Contractors format and contain all repairs reported under the CAR for each task order and be submitted in accordance with CDRL A007. This certification shall be submitted to the DCMA-QAR and to the COR. All removed parts, excluding fasteners, shall be quarantined and made available to the QAR during inspection and acceptance. After the inspection and acceptance of a RESET FIR, the Contractor shall notify the COR and PCO in writing of any residual parts and material in accordance with C.36.8.

C.35.6.5 The DCMA-QAR will verify compliance with the CAR and verify that all repairs/replacements identified within the CAR are complete. All removed mandatory parts, excluding fasteners, shall be quarantined and made available to the QAR, prior to their disposal/repair, to confirm replacement. After the inspection and acceptance of a RESET FIR, the Contractor shall notify the COR and PCO in writing of any residual parts and material in accordance with C.36.8.

C.35.6.6 The MGB shall be treated as a system; the basic issue items (BII) and the component of the end item (COEI) are required to accompany the complete RESET MGB. Special tools and equipment shall be inventoried and accounted for, inspected for damage and replaced as required. Replaced special tools and equipment shall be documented for each RESET system, and a list provided to DCMA and COR. If less than a complete MGB is RESET, the contractor shall include his recommendations in the CAR and comply with the awarded RESET Task order.

C.35.6.7 The Contractors final inspection of the RESET bridge/component shall be in the presence of the DCMA-QAR and shall include, as far as practicable based on the system/sub-system under RESET the following:

All items are present in accordance with Special Supplement to TM 5-5420-212-10-1 Loading Plan for MGB on M1 Flat-racks.

Bridge Set Table F-13
Erection Set Table F14
Link Set Table F15

This process negates the time and cost to build and disassemble the MGB, but still assures that the CAR's requirements have been satisfactorily met. This inspection period shall last no longer than two working days unless the inspection process identifies justifiable cause for extension. Such extension is to be authorized by the PCO after consultation with the contractor and the DCMA-QAR.

C.35.7 Non-repairable System(s)/Component(s). The Contractor shall indicate on the CAR for each Task Order, if any given System(s)/Component(s) inspection reveals that a component is deemed irreparable and must be replaced. Excess material shall handled as described in paragraph C.36.8

C.36 MGB RESET REPAIR WORK EFFORT (Over and Above Work)

C.36.1 Based upon the Contractors submission of the Conditional Assessment Report (CAR), the Government will negotiate and award a firm fixed price effort for each CAR based on the agreed tasks to be performed. The Contractor shall immediately request instructions from the PCO whether to hold the MGB on the work floor or to move the MGB to the staging circle or to storage on submission of the CAR for that MGB if there is another bridge/component waiting to be moved to the production floor. The Government will award a Task Order or provide written disposition or storage instructions within 90 calendar days after receipt of a CAR. Immediately on award of a RESET Task Order, the MGB will be placed in line to be moved back to the production floor based on the date that MGB was originally received at WFEL. If the CAR is not approved within 90 calendar days the storage costs and the cost of placing into storage as specified in Section B will be levied until such time as CAR approval is obtained. In the event that the PCO instructs the contractor to move a bridge into

storage, the costs of moving into storage set forth in section B will apply.

C.36.2 The Government will negotiate a delivery schedule for each Task Order based on the CAR submission and the Contractor shall adhere to the repair and delivery schedule except as authorized under paragraph C.34.5 above.

C.36.3 Cargo Pallet, NSN 5420-99-660-0974, shall not be routinely refurbished. The Contractor shall electronically notify the COR upon receipt of any Cargo Pallet or container configured MGB. The PCO will, at his discretion, provide M1 Flat-racks for re-configuration and shipment of RESET MGB asset. In the event M1 Flat-racks are not available, only restorative maintenance and replacement of essential components to permit safe loading and transport of the MGB shall be accomplished on the Cargo Pallets.

C.36.4 M1 Flat-rack, NSN 3990-01-406-1340, shall be refurbished to the following extent, utilizing TM 9-3990-206-14&P:

C.36.4.1 Decking, including Front and Rear Panels, shall be serviceable and free of dry rotted, cracked, broken or missing timber and secured properly to their supporting or attaching components.

C.36.4.2 Front and Rear Support Panels shall be free of deformation or damage which would present equipment or personnel hazards.

C.36.4.3 Tie-down straps shall be serviceable and free of dry rot, tears, cuts fraying or deformed hooks.

C.36.4.4 Storage bins and doors shall be serviceable and free of deformation which would present equipment or personnel hazards. Doors should open and close without binding.

C.36.4.5 Evidence of corrosion, regardless of stage, shall be appropriately mitigated.

C.36.4.6 Complete repainting of the M1 Flat-rack shall not be accomplished. Only painting sufficient to mitigate evidence of bare surface metal or deteriorating enamel shall be performed.

C.36.4.7 Enamel, including CARC, shall be in the same or approximate color as that presently on the M1 Flat-rack when received.

C.36.5 IUID is required for all components as listed in Attachment 0004. Upon completion of the RESET repair action, the Contractor shall install a new IUID on each System(s) and Component(s). In the event the value of any component increases to exceed $5,000 and that component is not listed in attachment 0004, the Contractor shall notify the PCO in the CAR and request instructions.

C.36.6 The Contractor shall notify the Government DCMA QAR of the award of the initial inspection Task Order and shall maintain contact throughout the RESET process. The Contractor shall commence with the repair effort and notify the Government DCMA QAR at the completion of the work effort for inspection and acceptance.

C.36.7 In accordance with Section D, the Contractor shall prepare and package the System(s)/Component(s) for shipment to the designated shipment location. . The Task Order that awards the CAR shall include the shipping instructions and TAC code for the required shipping for the RESET MGB. The CAR shall include notification if additional flat-racks are required for shipping the RESET MGB. The COR shall deliver any additional flat-racks that the PCO agrees to supply.

C.36.8 Retention and Disposal of Parts: At the completion of any RESET the Contractor shall notify the COR and PCO in writing of any residual parts and material. In its notification the Contractor shall separately list the parts and material into three categories: items that have no residual value and should be disposed of, items that have no value to any future RESET award but have scrap value and should be scrapped under Government Property disposal procedures and items that have possible value to any future RESET awards and should be retained and stored. For a period of 30 (thirty) calendar days after the COR receives this notification, the Contractor shall keep on hand all parts removed from serviced System(s)/Component(s) or were delivered and are excess to the RESET effort. During that time, the Contractor shall permit the Government, upon its request, to examine of any such parts. The Contractor shall request disposition instructions from the Contracting Officer Representative (COR). The COR must provide instructions within the 30 day period or the Contractor shall store the parts in the excess material area.

C.36.9 Warranty. The Contractor shall warrant the repaired Bridge or Component(s) as cited in the FIR for a period of 12 (twelve) months after WAWF acceptance in accordance with clause H-04. This warranty will be contingent on the Government correctly maintaining and repairing the equipment, in accordance with the TMs, following its receipt of the RESET MGB.

C.37 MAINTENANCE OF SUPPLIES AND EQUIPMENT

C.37.1 The Contractor shall provide the following in support of the Army Material Commands Logistics Support Activity (LOGSA) mission. This information will be utilized to enhance visibility of cost associated with the Army's Tank-automotive and Armaments Life Cycle Management Commands RESET program.

C.37.2 The Contractor shall develop, and maintain a Contractor Report containing the detailed spare and repair parts utilization data for the Army and all Department of Defense(DoD)equipment and components repaired and RESET under the terms and conditions of this contract.

C.37.3. The Contractor shall submit the report monthly in accordance with CDRL A008.

C.38 Appointment of Contracting Officers Representative (COR) Within seven (7) working days after award the PCO will appoint a COR for the contract. The COR is an individual designated in accordance with DFARS 201.60202 and is authorized in writing by the Contracting Officer to perform specific technical functions. The Contractor will receive a copy of the written designation of the COR after award that will specify the identity and the extent of the CORs authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract. A Government employee, military or civilian, shall not supervise the performance of any Contractor employee.

C.39 Storage of MGB, DSB and Government Property:

C.39.1 The Contractor shall store any MGB or DSB or component at no additional cost for the 90 calendar days it is waiting for a CAR to be approved.

C.39.2 Staging Circle Slot: The Contractor shall accept a quantity of bridges up to and including those outlined in Order Limitation Clause Section I-98, paragraph b(3), where a task order has been awarded under CLINs 001X or 002X. The Contractor agrees to provide storage for a third bridge at no cost to the Government as needed. The third bridge will be moved to the production floor any time one of the production slots becomes available in accordance with the first in/first out rule and any order of production instructions provided by the PCO. In the event a RESET Task Order is awarded and the bridge/component waiting for inspection is moved down in the production schedule, the bridge or component will continue to be stored at no additional cost unless it is in excess of the quantity set forth in clause I-98 paragraph b(3) or has awaited CAR approval for longer than 90 calendar days.

C.39.3 If a CAR has been awarded within the 90 day period, storage fees will not apply and the Bridge shall be moved to the Staging Circle Slot. In the event that more than one bridge, with an awarded CAR is in storage the Government agrees not to ship any additional bridges or components under CLINs 001X or 0002X, until all funded bridge/components waiting for inspection or RESET have been moved to the production floor and the staging circle is empty. Bridges will be moved to the production floor in accordance with the first in first out rule. The date (or hour) that the bridge first arrived at WFEL will always be used to determine order of work unless otherwise instructed by the PCO.

C.39.4 In the event the Government fails to award a CAR within the 90 calendar day period the storage and placement in to storage fees set forth in Section B will apply. The monthly storage charges will only be applicable until the date that the RESET CAR work is awarded.

C.39.5 In the event that the Government ships bridges or components to the Contractor in excess of the maximum capacity stated in section Order Limitations Clause I-98 paragraph b(3) and the contractor has agreed to accept such bridges, the storage fees, excluding the placing in to storage cost, set forth in Section B will apply.

C.39.6 In the event the Contractor has in excess of 4,000 square feet of EXCESS Government material the Contractor shall immediately in writing request disposition instructions from the PCO. If the Government fails to have the material removed within 30 calendar days, the storage fees set forth in section B will apply.

C.40 Monthly Progress and Management Status Reports. The Contractor shall furnish a monthly status report to the Government showing all work in progress, work in storage and a summary of work completed for each Task Order under each CLIN. The report shall include Task Order numbers; System(s)/Component(s) serial numbers; actual completion dates; inspection completion dates; System(s)/Component(s) return dates. The Contractor shall identify the objective of the work that is to be performed, work accomplished during the reporting period, deliverables provided during the reporting period, work scheduled for the next reporting period, and any outstanding issues or problems. The reports shall show the order in which the systems in storage are planned to be worked on including the systems waiting for the award of a CAR/RESET Task Order. The Contractor shall provide the report in accordance with CDRL A002 and A006. Where applicable this may be performed via the submission of a single report which covers all aspects of CDRLs A002 and A006.

C.41 Government Property. The list of Government Property in attachment 0008 is hereby added to this contract as Government Furnished Material (GFM). This GFM will be documented and handled in accordance with FAR 52.245-1 GOVERNMENT PROPERTY (DEVIATION) DARS TRACKING # 2007-O0012 JUN/2007. This property is transferred as is. It is the intention of this contract that all of the GFM in attachment 0008 will be consumed and delivered as part of the work being performed under this contract.

C.42 Buy Forward Parts CLIN 0011AB:

C.42.1 CLIN 0011AB Dry Support Bridge long lead time items: This Kit consists of the items listed in Attachment 0006. This CLIN will be awarded when required. The parts will be held at the Contractors facility in storage until required. These items will be separately identified as excess material within CDRL A009: Excess Material and Consumption Register. The consumption of any of these items during RESET will be recorded and the process of replacement identified and priced within the relevant CAR. Replacement of these parts may be by new or by the refurbishment of the removed item. Where the item is a mandatory item then it shall be replaced with only a new item unless the PCO provides other directions. . The kit does contain mandatory parts. When a mandatory part is used the Mandatory parts kits, awarded separately, will be used to replenish this kit.

C.42.2 The Buy Forward parts shall NOT be included in the parts storage limitations set forth in paragraph C.39.6

C.42.3 The PCO may provide written instructions to the Contractor to remove Buy Forward Parts from the inventory and ship the parts to another location. The Contractor is only responsible for the packaging of the part(s) and contacting the DCMA for the bill of lading. The PCO must provide shipping instructions and a TAC code. The Contractor shall provide a written proposal for the cost to comply with the instructions and replenishing the inventory.

C.43 Procurement of Mandatory Parts CLIN 001XAC and 002XAB
On the award of an Inspection task order the Government may award the mandatory parts kit for the bridge/component being awarded. See list of mandatory parts kit listed in Section B. The Government shall assume that the bridge system/components awarded under the task order is/are complete. On completion of the RESET process any surplus parts shall be recorded within the Excess Material and Consumption Register (CDRL A009). In the event that the Government fails to award the mandatory parts kit in a timely manner: the Contractor shall include a discussion of the requirement to obtain the mandatory parts kit in the CAR. In the event the Contractor determines that any of the mandatory parts, removed from any bridge/component, are a candidate for rebuild then the Contractor shall submit a list with cost and delivery data to the COR and PCO.

C.44 MGB Shipped in Non-Government Shipping Containers. It is the intent of the Government to ship the Medium Girder Bridge by either M1 Flat-racks or legacy Cargo Pallets. When a Medium Girder Bridge is shipped by shipping containers then the additional charges set forth in Section B shall be awarded and the CAR performance period shall not start until all containers are received and the bridge is moved to one of the production slots or the staging circle.

C.45 Performance Based Payments Clause Section B sets forth the agreement on the Performance Payment to be paid for CLINS 001X through 002X. In each RESET CAR the Contractor shall propose Performance Based Payments, in accordance with clause I-100, for the proposed RESET Task Order. The agreed schedule will be included in the RESET Task Order.

*** END OF NARRATIVE C0001 ***

SECTION H - SPECIAL CONTRACT REQUIREMENTS
H-4 Warranty Clause

(a) Definitions.

"Acceptance," as used in this clause, means the act of signing for acceptance in Wide Area Workflow by an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract. Wide Area Workflow will establish the date of acceptance by the Government.

"Correction," as used in this clause, means the elimination of a defect.

"Defect," as used in this clause, means any condition or characteristic in any supplies or services furnished by the Contractor under the contract, are free from defects and material and workmanship (except as specifically allowed under this scope of work), and conforms to the scope of work.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract.

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within 12 months from the date of acceptance by the Government and any defect discovered by the Contractor before acceptance.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Principle Contracting Officer (PCO), in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the PCO determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the PCO shall promptly notify the Contractor of the defect, in writing, within 90 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the PCO, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the PCO to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the PCO data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services performed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government furnished property, except for defects in any work performed by the Contractor under this Contract. In that event, the Contractor shall be responsible for correction of defects on any RESET services performed by the Contractor under this contract.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the location where the defect was detected.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.
(5)
(i) The PCO shall give the Contractor a written notice specifying any failure or refusal of the Contractor to --
(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
(B) Correct defects as directed under paragraph (b)(4) of this clause; or
(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.
(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
(6) If the Contractor does not comply with the PCO's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise --
(i) Obtain detailed recommendations for corrective action and either --
(A) Correct the supplies or services; or
(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the PCO may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
(ii) Obtain applicable data and reports; and
(iii) Charge the Contractor for the costs incurred by the Government.
(7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

(11) Should during the repair or replacement of a part covered under the provisions of the warranty, it becomes clear that the cause of failure/rejection was not as a direct result of any obligations of the contractor under this contract, the Contractor shall notify the PCO in writing within 30 days and request an equitable adjustment.

(end of clause)

H.5 Price Adjustment for Exchange Rate Increase/Decrease

H.5.1 Issuance of a TASK ORDER for CLINs for the inspection of the DSB or MGB in accordance with paragraphs C.6 and C.35 and/or the purchase of buy forward and/or mandatory parts to support the MGB and DSB: The Government and the Contractor acknowledge that the unit price payable to the contractor under CLINs 0011AA, 0011AB, 0011AC, 0012AA, 0012AC, 0013AA, 0013AC, 0014AA, 0014AC, 0015AA, 0015AC, 0021AA, 0021AB, 0022AA, 0022AB, 0023AA, 0023AB, 0024AA, 0024AB, 0025AA, 0025AB, 0030XX and 0035 if awarded by the Government will be subject to potential risks due to the exchange rate fluctuations between the US dollar and the British Pound Sterling (GBP). The price established under the above CLINs shall be upward or downward adjusted if necessary, depending upon whether the adjustment calculated in accordance with the paragraphs below, is a plus or minus figure. Such adjustments shall be set forth in the Task Orders to this contract, which shall include the calculations upon which they are made. The CLINs above are for the inspection of the DSB and MGB in accordance with paragraphs C.6 and C.35 and the purchase of buy forward and mandatory parts to support the MGB and DSB. This clause does not apply to the RESET Repair Task Orders.

H.5.2 The baseline contract exchange rate is 1 GBP equals $1.5 US dollars and is the value against which all baseline pricing has been determined. The high band rate to be used for this contract is $1.57. The low band rate to be used for this contract is $1.43. If at the time of the award of any of the CLINs listed above the actual exchange rate is determined to be between the high band rate and the low band rate noted above, the unit price will not be adjusted.

If the actual exchange rate is greater than the high band rate or less than the low band rate, the unit Price of the CLIN being awarded shall be adjusted using the following procedure:

If the actual exchange rate is above the high band rate, then use Equation (1).
If the actual exchange rate is below the low band rate, then use Equation (2).

EQUATION

(1) Adjusted unit price of CLIN equals base CLIN unit price multiplied by (actual exchange rate divided by baseline contract exchange rate)

(2) Adjusted unit price of CLIN equals base CLIN unit price multiplied by (actual exchange rate divided by baseline contract exchange rate)

*NOTE: Use 4 (four) decimal places for all intermediate operations in the equations above. Use zero (0) decimal places (nearest dollar) for the new actual CLIN price. The actual exchange rate will be retrieved from the HSBC Group Holdings web site http://www.hsbcnet.com/treasury/market-data. In the event that the HSBC web site is no longer available, the parties shall agree to a new exchange rate site.

H.5.3 The prices in CLINs0011AA, 0011AB, 0011AC, 0012AA, 0012AC, 0013AA, 0013AC, 0014AA, 0014AC, 0015AA, 0015AC, 0021AA, 0021AB, 0022AA, 0022AB, 0023AA, 0023AB, 0024AA, 0024AB, 0025AA, 0025AB, 0030XX and 0035 may be adjusted using the actual exchange rate no sooner than one working day prior to award of the individual CLIN and no later than the day of award of the individual CLIN. The actual exchange

rate will be established by going to the HSBC Group Holdings web site to find the foreign exchange rate for the GBP to the US dollar that day at 10:00 AM Eastern Standard Time. At this time, the Government will capture a screen shot from the HSBC website showing the actual exchange rate. For a unilateral award of a Task Order CLIN, the Government is responsible for retrieving the actual exchange rate from the HSBC website. In the case of a bilateral award, the Government will coordinate the calculation of the adjustment with the contractor to the maximum extent practicable, and will issue the Task Order at the adjusted prices. The Task Order will display the calculation of any adjustment.

H.5.4 The following are examples of an actual exchange rate above the high band rate and a lower actual exchange rate below the low band rate and its impact on the unit price. The high band rate is $1.57 as set in the contract, H.5.2. The low band rate is $1.43 as set in the contract, H.5.2. These examples will use a base unit price of $10,000 under CLIN XXXX to explain the process.

Examples:

1) The exchange rate at adjustment is at 1.5423. Since the rate is within the high and low band rate range of 1.43 to 1.57, there is no adjustment and the unit price is $10,000
2) The exchange rate at adjustment is $1.621. The rate is above the high band rate of $1.57 so the base CLIN price is adjusted using equation (1) as set in H.X.2.
Actual price equals $10,000 times ($1.621/$1.5)
$1.621/1.5 = 1.0807
$10,000 x 1.0807 = $10,807
The actual price of CLIN equals $10,807

3) The exchange rate at adjustment is $1.39. The rate is below the low band rate of $1.43 so the base CLIN price is adjusted using equation (2) as set in H.X.2.
Actual price equals $10,000 times (1.39/1.5)
$1.39/$1.5 = 0.9267
$10,000 x 0.267 = $9,267
The actual price of CLIN equals $9,267

H.6.1 Delivery of Bridges/components to WFEL: Within 30 working days after the Government issues a Task Order for the inspection of the DSB or MGB in accordance with paragraphs C.6 and C.35, the Government is required to deliver the Government Property to the Contractors facility. In the event the Government does not deliver the Government Property within 30 working days from the date of the Task Order, then the Contractor may submit a request for equitable adjustment in accordance with clause I-106 FAR 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-O0012) JUN/2007 paragraph (d)(2).

H.6.2 In the event that the Contractor submits a request for equitable adjustment pursuant clause I-106 FAR 52.245-1 and the PCO agrees that the Contractor is entitled to an adjustment: both parties agree that the only equitable adjustment for the late delivery of the Government property to WFEL will be a currency exchange rate adjustment.
The currency exchange rate adjustment described in H.5.2 shall be used.

(end of clause)

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

	Status	Regulatory Cite	Title	Date
I-1	ADDED	252.217-7028	OVER AND ABOVE WORK	DEC/1991