



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 27**

PIIN/SIIN W56HZV-12-C-0344

MOD/AMD P00018

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JUSTIN A. KALOUSDIAN  
Buyer Office Symbol/Telephone Number: CCTA-AHK-C/(586)282-5833  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: B  
Weapon System: Tank, M1 Abrams Family of Vehicles  
Contract Expiration Date: 2014DEC31

\*\*\* End of Narrative A0000 \*\*\*

This Narrative Applies to Modification P00018 under Contract W56HZV12C0344:

I. PURPOSE - The purpose of this Modification, P00018, is as follows:

- A. To implement Revision F to TIGER II hardware requirement.

II. AS A RESULT - As a result of this modification the following changes are made:A. Section A

1. The following clauses are added:

- 52.204-4023 NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON)
- 52.204-4024 NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP)
- 52.209-4025 NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL

B. Section B

1. CLINs in Section B are modified as follows:

<u>CLIN</u>	<u>NOUN</u>	<u>Prev. Value</u>	<u>MOD P00008</u>	<u>Total Value</u>
0001AB	Production Quantity	\$27,287,197.87	\$11,497,048.58	\$ 38,784,246.45

C. Section C

1. The following clauses are changed:

- 52.204-4600 TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM
- 52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT
- 52.209-4022 iWATCH TRAINING

2. The following clauses are added:

- 52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES
- 52.204-4021 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS
- 52.204-4022 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN
- 52.209-4021 ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR PERSONNEL TRAVELING OVERSEAS
- 52.209-4023 OPSEC TRAINING REQUIREMENT

D. Section G

1. The following clauses are changed:

- 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

E. Section H

1. Add narrative H0007 to include a re-opener provision for part number 3-500-070-21.

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

F. Section I

1. The following clauses are changed:
  - 52.223-7 NOTICE OF RADIOACTIVE MATERIALS
  - 52.243-7 NOTIFICATION OF CHANGES
  - 252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD
  
2. The following clauses are added:
  - 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
  - 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS
  - 52.222-29 NOTIFICATION OF VISA DENIAL
  - 52.227-9 REFUND OF ROYALTIES
  - 52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS
  - 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
  - 52.237-3 CONTINUITY OF SERVICES
  - 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL
  - 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT
  - 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION
  - 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)
  - 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM
  - 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
  - 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES
  - 252.225-7048 EXPORT-CONTROLLED ITEMS
  - 252.233-7001 CHOICE OF LAW (OVERSEAS)
  - 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION
  - 252.242-7005 CONTRACTOR BUSINESS SYSTEMS

G. Section J

1. Attachment 0003, "Master Billing Schedule/Award Attachment Rev 4", is revised to "Master Billing Schedule/Award Attachment Rev 5", dated 19 September 2014, to include Revision F to the TIGER II hardware requirement on CLIN 0001AB.
  
2. Attachment 0023, "Revision F to Attachment 0004 Entitled Master Parts List", dated 19 September 2014, is added to include Rev F hardware parts, quantities, and delivery schedule.
  
3. Attachment 0024, Subcontracting Plan, is added for "Subcontracting Plan Rev H", dated 16 September 2014, to include revised goals for Revision F to the TIGER II hardware requirement on CLIN 0001AB.

III. CONTRACT VALUE:

A. As a result of this modification, the total contract value is increased by \$11,497,048.58 from \$129,768,223.91 to \$141,265,272.49.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED:

A. In consideration of this modification, agreed to herein as complete equitable adjustments for the work described in CLIN 0001AB, the 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 incorporation this modification.

\*\*\* END OF NARRATIVE A0022 \*\*\*

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 ADDED	52.204-4023	NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON)	JUN/2014

Contractors are hereby notified that there is a potential impact on contractor performance during increased FPCON during periods of increased threat. During FPCONs Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

(End of Notice)

A-2 ADDED	52.204-4024	NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP)	JUN/2014
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-C-0344 <b>MOD/AMD</b> P00018	<b>Page</b> 4 <b>of</b> 27
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**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

In accordance with AR 525-13, Contractor personnel working on an Army installation, arsenal, base or other DoD facility (owned or leased by DoD/Department of the Army), are subject to participation in Installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc).

(End of Notice)

A-3 ADDED    52.209-4025      NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL      MAR/2013

The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC Training as part of Annual Security training.

Contractors should make requests for training to the buyer listed on this solicitation and contract.

(End of Notice)



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIN** W56HZV-12-C-0344      **MOD/AMD** P00018

**Page** 6 of 27

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Accelerated delivery is acceptable for parts listed on Attachment 0023, dated 19 September 2014.</p> <p>(End of narrative F002)</p>				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 7 of 27</b>
	PIIN/SIIN W56HZV-12-C-0344	MOD/AMD P00018
<b>Name of Offeror or Contractor:</b> HONEYWELL INTERNATIONAL INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 CHANGED	52.204-4600	TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM	OCT/2013
<p>The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.</p> <p>The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officers Representative (COR) or Contracting Officer. *The COR will be the TA for this contract.</p> <p>The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <a href="http://www.us.army.mil">http://www.us.army.mil</a> and register as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.</p> <p>It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for Trusted Associate Sponsorship System (TASS). If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.</p> <p>CAC applications must be processed through the DoDs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) before accessing the TASS website.</p> <p>The government will establish a TASS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application (entering/editing contractor information as applicable) at <a href="https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp">https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp</a>.</p> <p>The FSO or contractor employee will submit completed applications in TASS, and will follow up to ensure that the TA is processing the request.</p> <p>The government will inform the contractors applicant via email of one of the following:</p> <ul style="list-style-type: none"> <li>- Approved*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<a href="https://www.dmdc.osd.mil/rsl/">https://www.dmdc.osd.mil/rsl/</a> provides RAPIDS locations).</li> <li>- Rejected*. Government in separate correspondence will provide reason(s) for rejection.</li> <li>- Returned. Additional information, or correction to the application, required by the contractor employee.</li> </ul> <p>*The contractor will maintain records of all approved and rejected applications.</p> <p>At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.</p> <p>Issued CACs shall be for a period of performance not longer than three (3) years or the individuals contract end date (inclusive of any options) whichever is earlier.</p> <p>The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.</p> <p>A CAC cannot be issued without evidence that a National Agency Check with Written Inquires (NACI) has at least been initiated by the FSO. TASS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.</p> <p>Details and training on TASS are available on AKO at <a href="https://www.us.army.mil/suite/portal/index.jsp">https://www.us.army.mil/suite/portal/index.jsp</a> or by contacting the CAC helpdesk at <a href="mailto:cacsupport@mail.mil">cacsupport@mail.mil</a> or 866-738-3222.</p>			

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 8 of 27</b>
	<b>PIIN/SIIN</b> W56HZV-12-C-0344	<b>MOD/AMD</b> P00018	
<b>Name of Offeror or Contractor:</b> HONEYWELL INTERNATIONAL INC.			

C-2 CHANGED 52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT JUL/2014  
(TACOM)

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training AT Level I awareness training is available at <https://jkodirect.jten.mil> Course# JS-UA007-14.

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

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees commencing performance, with the results reported to the COR no later than 60 calendar days after contract award. Training may be obtained at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>.  
(End of Clause)

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

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

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

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

C-6 ADDED 52.204-4022 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN JAN/2014  
(TACOM)

a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan specifies the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 10 of 27**

**PIIN/SIIN** W56HZV-12-C-0344

**MOD/AMD** P00018

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/ DECREASE</u>	<u>CUMULATIVE AMOUNT</u>
0001AB	EH25E605EH SM2B1100000	1		AB	\$ 27,287,197.87	\$ 11,497,048.58	\$ 38,784,246.45
						NET CHANGE	\$ 11,497,048.58

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
AB 97 X4930AC9D 6D	26KB S20113 W56HZV	\$ 11,497,048.58
NET CHANGE		\$ 11,497,048.58

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 129,768,223.91	\$ 11,497,048.58	\$ 141,265,272.49

<u>LINE</u>	<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SPIS ACCOUNTING CLASSIFICATION</u>
0001AB	AB	97	0X0X4930AC9D S20113 6D0000SM2B110000026KB S20113 W56HZV

Status Regulatory Cite Title Date

G-1 CHANGED 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS MAY/2013

(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).

Combo (for FFP CLINs)

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

Page 11 of 27

PIIN/SIIN W56HZV-12-C-0344

MOD/AMD P00018

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

Cost Voucher (for cost CLINs)

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

Destination - W9109T

(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	HQ0339
Issue By DoDAAC	W56HZV
Admin DoDAAC	S0302A
Inspect By DoDAAC	S0302A
Ship To Code	W9109T
Ship From Code	See Schedule
Mark For Code	N/A
Service Approver (DoDAAC)	Contact COR
Service Acceptor (DoDAAC)	Contact COR
Accept at Other DoDAAC	Contact ACO
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	Contact ACO
Other DoDAAC(s)	N/A

(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.

N/A

(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.

DCMA ACO

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

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 12 of 27**

PIIN/SIIN W56HZV-12-C-0344

MOD/AMD P00018

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

REV F Inconel Re-Opener -

Plate Assembly, A/B Regenerator, part number 3-500-070-21, are awarded to CLIN 0001AB by Modification P00018. The total award price is \$6,691,205, as described in Attachment 0023. The price of P/N 3-500-070-21 includes \$4,417,875 of direct material for Inconel (VDM component number 9-9007). These prices should include a credit for scrap, but they do not, because Honeywell omitted the scrap credit from their proposed price. Honeywell shall submit a proposal for a downward reduction to reflect a scrap credit, which shall include a direct material scrap credit, all Honeywell overhead costs, and profit. The contractor submitted a proposal on 15 September 2014. The parties agree to negotiate a downward adjustment for the scrap credit.

Modification P00018 includes a billing withhold of \$1,672,716.60 from CLIN 0001AB in Attachment 0003, Billing Schedule. The billing withhold is applied as follows, pending resolution by the parties to an agreed scrap credit:

Nov-14 \$116,707.23  
Dec-14 \$116,678.22  
Jan-15 \$233,385.45  
Feb-15 \$233,385.45  
Mar-15 \$140,031.27  
Apr-15 \$93,470.22  
May-15 \$93,470.22  
Jun-15 \$85,927.62  
Jul-15 \$141,655.83  
Aug-15 \$100,809.75  
Sep-15 \$103,855.80  
Oct-15 \$96,313.20  
Nov-15 \$117,026.34

A new modification will incorporate the negotiated scrap credit by reducing the price of P/N 3-500-070-21 on Attachment 0023 and de-obligating funds from CLIN 0001AB. The modification will also adjust the billing schedule and remove the billing withhold for P/N 3-500-070-21 in Attachment 0003 pursuant to the negotiated agreement.

In the event the parties fail to reach an agreement on an adjustment by 30 January 2015, or within any extension granted by the Contracting Officer, the Contracting Officer may determine a reasonable price reduction in accordance with Subpart 15.4 and Part 31 of the FAR, subject to clause 52.233-1, Disputes.

\*\*\* END OF NARRATIVE H0007 \*\*\*

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

Page 13 of 27

PIIN/SIIN W56HZV-12-C-0344

MOD/AMD P00018

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-2 ADDED	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-3 ADDED	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-4 ADDED	52.227-9	REFUND OF ROYALTIES	APR/1984
I-5 ADDED	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
I-6 ADDED	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-7 ADDED	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-8 ADDED	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-9 ADDED	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-10 ADDED	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-11 ADDED	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-12 ADDED	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-13 ADDED	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-14 ADDED	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-15 ADDED	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-16 ADDED	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-17 ADDED	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-18 ADDED	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-19 CHANGED	52.223-7	NOTICE OF RADIOACTIVE MATERIALS	JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I-20 CHANGED 52.243-7 NOTIFICATION OF CHANGES APR/1984

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

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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

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

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

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

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

(End of Clause)

I-21 CHANGED 252.204-7010      REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S      JAN/2009  
ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL  
ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR Part 781 et seq.) or Nuclear Regulatory Commission regulations (10 CFR Part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall

- (1) Immediately provide written notification to the following DoD Program Manager:

Program Director Main Battle Tank Systems (PD MBTS)

- (2) Include in the notification

(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

- (3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will

- (1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America. DoD will notify the Contractor if a national security exclusion is applied at the Contractors location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required

- (1) DoD will, at a minimum

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

(ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;

(iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and

(iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the Contractors facility; and

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 16 of 27****PIIN/SIIN** W56HZV-12-C-0344**MOD/AMD** P00018**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

(2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.

(d) Following a security assessment of the Contractors facility, DoD officials will notify the Contractor as to

(1) Whether the Contractors facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;

(2) Whether additional security measures are needed; and

(3) Whether DoD will apply a national security exclusion.

(e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.

(f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.

(g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

(End of clause)

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**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 17 of 27****PIIN/SIIN** W56HZV-12-C-0344**MOD/AMD** P00018

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**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0003	MASTER BILLING SCHEDULE/ AWARD ATTACHMENT REV 5	19-SEP-2014	001	EMAIL
Attachment 0023	REVISION F TO ATTACHMENT 0004 ENTITLED MASTER PARTS LIST	19-SEP-2014	004	EMAIL
Attachment 0024	SUBCONTRACTING PLAN, REV H	16-SEP-2014	001	EMAIL

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 18 of 27</b>
	PIIN/SIIN W56HZV-12-C-0344      MOD/AMD P00018	

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

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

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 ADDED	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-2 ADDED	252.209-7999 (DEV 2012- O0004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004)	JAN/2012

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 ADDED	252.215-7009	PROPOSAL ADEQUACY CHECKLIST	JAN/2014
252.215-7009		Proposal Adequacy Checklist.	

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

PROPOSAL ADEQUACY CHECKLIST

<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>			
1. FAR 15.408, Table 15-2 Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?	_____	
2. FAR 15.408 Table 15-2 Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.	_____	
3. FAR 15.408 Table 15-2 Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?	_____	
4. FAR 15.408 Table 15-2 Section I Paragraph C(1) FAR 2.101 "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as-- (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as	_____	

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

those associated with labor efficiency;  
 (6) Make-or-buy decisions;  
 (7) Estimated resources to attain business goals; and  
 (8) Information on management decisions that could have a significant bearing on costs.

5. FAR 15.408  
Table 15-2,  
Section I  
Paragraph B
- Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? \_\_\_\_\_
6. FAR 15.403-1(b)
- Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.) \_\_\_\_\_
7. FAR 15.408  
Table 15-2  
Section I  
Paragraph C(2)  
(i)
- Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? \_\_\_\_\_
8. FAR 15.408,  
Table 15-2,  
Section I  
Paragraph C(2)  
(ii)
- Does the proposal disclose the nature and amount of any contingencies included in the proposed price? \_\_\_\_\_
9. FAR 15.408  
Table 15-2,  
Section II  
Paragraph A or  
B
- Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? \_\_\_\_\_
10. FAR 15.408,  
Table 15-2  
Section I  
Paragraphs D  
and E
- Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) \_\_\_\_\_
11. FAR 15.408,  
Table 15-2,  
Section I  
Paragraphs D  
and E
- If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing \_\_\_\_\_

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

data?

12. FAR 15.408, Table 15-2, Section I Paragraph F Does the proposal identify any incurred costs for work performed before the submission of the proposal? \_\_\_\_\_
13. FAR 15.408, Table 15-2, Section I Paragraph G Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? \_\_\_\_\_

COST ELEMENTS

## MATERIALS AND SERVICES

14. FAR 15.408, Table 15-2, Section II Paragraph A Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price. \_\_\_\_\_

## SUBCONTRACTS (Purchased materials or services)

15. DFARS 215.404-3 Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? \_\_\_\_\_
16. FAR 15.404-3(c) FAR 52.244-2 Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data? \_\_\_\_\_
17. FAR 15.408, Table 15-2, Note 1; Section II Paragraph A Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the \_\_\_\_\_

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20  
FAR 2.101  
"commercial  
item"
- Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?
- a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?
- b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--
- i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or
- ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?
- c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?
19. Reserved
20. FAR 15.408,  
Table 15-2,  
Section II  
Paragraph A(1)
- Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

order priced on a competitive basis exceeding the threshold for certified cost or pricing data?

## INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408, Table 15-2, Section II Paragraph A(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? \_\_\_\_\_
22. FAR 15.408, Table 15-2, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1? \_\_\_\_\_

## DIRECT LABOR

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

INDIRECT COSTS

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

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? \_\_\_\_\_
28. FAR 15.408, Table 15-2 Section II Paragraph E If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2? \_\_\_\_\_
29. FAR 15.408, Table 15-2, Section II Paragraph F When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount? \_\_\_\_\_

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

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

OTHER

33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price? \_\_\_\_\_
34. FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? \_\_\_\_\_

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

Page 25 of 27

PIIN/SIIN W56HZV-12-C-0344

MOD/AMD P00018

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

35. FAR 52.232-28 If the offeror is proposing \_\_\_\_\_  
Performance-Based Payments  
did the offeror comply with  
FAR 52.232-28?

36. FAR 15.408(n) Excessive Pass-through \_\_\_\_\_  
FAR 52.215-22 Charges-- Identification of  
FAR 52.215-23 Subcontract Effort: If the  
offeror intends to subcontract  
more than 70% of the total  
cost of work to be performed,  
does the proposal identify:  
(i) the amount of the  
offerors indirect costs and  
profit applicable to the work  
to be performed by the  
proposed subcontractor(s);  
and (ii) a description of the  
added value provided by the  
offeror as related to the  
work to be performed by the  
proposed subcontractor(s)?

(End of provision)

L-2 ADDED 52.215-4400 ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT MAR/2013  
CONTRACTOR INVESTIGATION/CLEARANCE. Reference AR25-2, AR 380-67, DoD 5200.2-R and Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008). All contractors and consultants that access government owned or operated automated information systems, networks, or databases and to safeguard controlled unclassified information shall have a favorable background investigation as required above references positions designated as IT-I, IT-II or IT-III to perform functions stipulated in contract scope of work. The minimum investigative requirements are as follows: IT-I (Privileged Access) = Single Scope Background Investigation (SSBI); IT-II (Limited Privileged Access) = National Agency Check with Law and Credit Check (NACLC); IT-III (Non-Privileged Access) = National Agency Check with Inquiries (NACI). An investigation in-process is acceptable if the 7th Signal Command Designated Approval Authority (DAA) has granted an IT Waiver. Investigations will be coordinated with the G2, TACOM LCMC (AMSTA-CSS / 586-282-6262) and investigations will be through the Personnel Security Investigations Portal Center of Excellence (PSIP COE). Non-U.S. citizens shall be Permanent Resident Aliens with requisite investigation. All personnel shall receive and certify to an Information Systems Security Briefing.

( End of Provision )

L-3 ADDED 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- APR/2013  
DISCLOSURE STATEMENT

a) APPLICABILITY. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.

b) DETROIT ARSENAL ACCESS.

1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.

2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).

c) BADGES.

1) Badges/Passes. Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).

Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

- 2) Obtaining Badges. Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.
- 3) Returning Badges. The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.
- 4) Badge Guidance.
- a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.
- b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.
- c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.
- d) MEETING ATTENDANCE. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
- e) CLASSIFIED ACCESS. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.
- f) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.
- g) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

## FORMAT FOR

## NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECEIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 27 of 27**

PIIN/SIIN W56HZV-12-C-0344

MOD/AMD P00018

**Name of Offeror or Contractor:** HONEYWELL INTERNATIONAL INC.

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and  
Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g.,  
program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the  
support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and  
receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or  
disclose such information for any purpose other than providing the contract support services, and will not use or disclose the  
information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT  
will advise the contracting officer verbally within two business days, followed up in writing within five business days.  
The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any  
transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT  
no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement  
will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

[End of Provision]