

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Cost Plus Fixed Fee

Page 1 Of 17

2. Amendment/Modification No. P00003	3. Effective Date 2013DEC23	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND ANGELA Y. VARLOW WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: ANGELA.Y.VARLOW@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD, SUITE 100 MADISON AL 35758-2040	Code S0107A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  BAE SYSTEMS LAND & ARMAMENTS, L.P. 2101 W 10TH ST ANNISTON, AL 36201-4223	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-13-C-0082
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012DEC21
Code OZKG0	Facility Code	

**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)**

ACRN: AD NET INCREASE: \$976,230.12

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	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).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	MUTUAL AGREEMENT
<input type="checkbox"/>	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) RICHARD HARRIS RICK.HARRIS3@US.ARMY.MIL (586)282-8040	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013DEC23

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 17</b>
	PIIN/SIIN W56HZV-13-C-0082      MOD/AMD P00003	

**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS, L.P.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANGELA Y. VARLOW  
 Buyer Office Symbol/Telephone Number: CCTA-HTM-A/(586)282-8435  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Service Contracts  
 Type of Business: Large Business Performing in U.S.  
 Surveillance Criticality Designator: A  
 Weapon System: No Identified Army Weapons Systems  
 Contract Expiration Date: 2014DEC31

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

Modification P00003 to Contract W56HZV-13-C-0082 is issued:

1. To establish CLINS 0001AC, 0003AC, 0004AC, and 0005AC for the purchase of extended OCONUS FSR Support, Travel and Other Directed Cost (ODC) in support of the RG-33 FoVs. The period of performance is from 01 January 2014 thru 31 December 2014.

CLIN Description defined below:

- CLIN 0001AC (OCONUS FSR Support Afghanistan)
- CLIN 0003AC (Travel)
- CLIN 0004AC (ODC)
- CLIN 0005AC (CDRLS)

2. FSR Quantity: 2 OCONUS (Afghanistan).

3. Period of Performance: 01 January 2014 thru 31 December 2014.

4. The Contractor shall indicate acceptance of modification P00003 to contract W56HZV-13-C-0082 by signing this order and returning it to the Contracting Officer not later than 24 December 2013. Upon acceptance by both parties, the Contractor shall proceed with the performance of this work.

5. This modification impacts the contract amount. This contractual action increases the total contract amount by \$976,230.12 from the prior amount of \$3,469,165.28 to a new total of \$4,445,395.40

	Prior	This Change	Total
Total Contract Value	\$3,469,165.28	\$976,230.12	\$4,445,395.40

6. This modification also adds contract clause FAR 52.219-9, Small Business Subcontracting Plan, as well as FAR 52.219-16, Liquidated Damages Subcontracting Plan, to the base contract. These clauses were inadvertently omitted at the time of original contract award. As a result, Section I - Contract Clauses, is updated to include both clauses.

7. All other terms and conditions of this contract remain unchanged.

\*\*\* END OF NARRATIVE A0004 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0082 MOD/AMD P00003

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	RG-33 OCONUS FSR SUPPORT				
0001AC	<u>OCONUS FSR SUPPORT (AFGHANISTAN)</u>	1	LT	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ _____ 815,840.96 \$ _____ 77,559.16 \$ _____ 893,400.12
	SERVICE REQUESTED: RG-33 OCONUS FSR SUPPORT CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 2M4SCL01Q7 PRON AMD: 01 ACRN: AD PSC: 2355				
	Modification P0003 ADDS THE FOLLOWING:				
	PERIOD OF PERFORMANCE: START OF WORK: 01 January 2014 COMPLETION DATE: 31 December 2014				
	OCONUS FSR REQUIREMENT: 2				
	REQUIRED HOURS: 11,306				
	SCHEDULE: See C.5.1.				
	PER HOUR LABOR RATE (AFGHANISTAN): \$79.02 PER HOUR LABOR: \$72.16 PER HOUR FEE: \$6.86				
	CLIN 0001AC BREAKDOWN: ESTIMATED LABOR COST: \$ 815,840.96 MATERIALS/ODCs(W/G/A): \$ 0.00 TOTAL COST: \$ 815,840.96 LABOR FEE: \$ 77,559.16 MATERIALS/ODCs FEE: \$ 0.00 TOTAL FEE: \$ 77,559.96 CPFF: \$ 893,400.12				
	(End of narrative B001)				
	Note: Work will be performed in accordance with Section C.1-C.2 and C.4-C.5 of this contract.				
	(End of narrative C001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0082 MOD/AMD P00003

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0003	RG-33 OCONUS FSR SUPPORT										
0003AC	<p>TRAVEL _____</p> <p>SERVICE REQUESTED: RG-33 OCONUS FSR SUPPORT                      CLIN CONTRACT TYPE:                      Cost No Fee                      PRON: 2M4SCL01Q7 PRON AMD: 01 ACRN: AD                      PSC: 2355</p> <p>MODIFICATION P00003 ADDS THE FOLLOWING:</p> <p>PERIOD OF PERFORMANCE: 01 JANUARY 2014                      COMPLETION DATE: 31 DECEMBER 2014</p> <p>PROVIDE FOR TRAVEL REQUIREMENTS NECESSARY FOR FSR                      PERSONNEL TO MEET DEPLOYMENT AND RE-DEPLOYMENT                      REQUIREMENTS, AND TO MEET DEPLOYMENT AND RE-                      DEPLOYMENT REQUIREMENTS FOR FSR MANAGER SITE VISITS.</p> <p>ESTIMATED TRAVEL COST: \$70,054.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u></td> <td></td> </tr> <tr> <td>001                      1                      31-DEC-2014</td> <td></td> </tr> </table> <p style="text-align: right;">\$              70,054.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001                      1                      31-DEC-2014		1	LT		\$ 70,054.00
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0082 MOD/AMD P00003

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0004	RG-33 OCONUS FSR SUPPORT														
0004AC	<p><u>OTHER DIRECTED COST (ODC)</u></p> <p>SERVICE REQUESTED: RG-33 OCONUS FSR SUPPORT                      CLIN CONTRACT TYPE:                      Cost No Fee                      PRON: 2M4SCL01Q7 PRON AMD: 01 ACRN: AD                      PSC: 2355</p> <p>MODIFICATION P00003 ADDS THE FOLLOWING:</p> <p>PERIOD OF PERFORMANCE:                      START OF WORK: 01 January 2014                      COMPLETION DATE: 31 December 2014</p> <p>MATERIAL/ODC's: \$12,776.00</p> <p>CLIN 0004AC BREAKDOWN:                      ESTIMATED LABOR COST: \$ 0.00                      MATERIALS/ODCs(W/G/A): \$ 12,776.00                      TOTAL COST: \$ 12,776.00                      LABOR FEE: \$ 0.00                      MATERIALS/ODCs FEE: \$ 0.00                      TOTAL FEE: \$ 0.00                      CPFF: \$ 12,776.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>31-DEC-2014</td> </tr> </table> <p>\$ 12,776.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		31-DEC-2014	1	LT		\$ 12,776.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	31-DEC-2014														

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0005	CDRLS																																		
0005AC	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>COMMODITY NAME: CDRLS                      PSC: J032</p> <p>MODIFICATION P00003 ADDS THE FOLLOWING:</p> <p>CONTRACT DATA REQUIREMENTS LIST INCLUDES THE FOLLOWING:</p> <p>A006: MONTHLY COST REPORT                      A009: CONTRACTOR MANPOWER REPORTING (CMR)                      A056: CONTRACTOR LOGISTICS SUPPORT MAINTENANCE REPORT</p> <p>THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A DD250 FOR CLIN 0005AC UPON COMPLETION OF THE CONTRACT. IF ALL CDRL'S HAVE SUCESSFULLY BEEN SUBMITTED AND ACCEPTED THE COR WILL APPROVE THE NOT SEPERATELY PRICED DD250 FOR CLIN 0005AC.</p> <p>(End of narrative B001)</p> <p>Note: CDRLs are in accordance with Section C.3 of this contract.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2014</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	31-DEC-2014				1	EA	\$ ** NSP **	\$ ** NSP **
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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## 1.0. SCOPE

The contractor shall establish an FSR Program to support the Army Project Office (APO) Mine Resistant Ambush Protected (APO MRAP) RG-33 Family of Vehicles (FoV). The Contractor shall provide all administrative support and site supervision for the MRAP FSR Program. The Contractor shall provide all the necessary personnel, equipment, tools, materials, supervision and other items and services necessary to maintain and support all APO MRAP RG-33 Family of Vehicles (FoV) consisting of the M1232, M1237, M1233, M1237A1, M1238, M1238A1 and M1239. The Contractor shall provide a total of two (2) OCONUS FSRs to be located within Afghanistan for a period of twelve (12) months (1 January 2014 31 Dec 2014) to support the APO MRAP RG-33 FoV unique operations in maintenance, upgrade, and any retrograde activities.

## 2.0. REQUIREMENTS

2.1. BAE shall provide FSRs who are BAE trained company representatives to support the APO MRAP RG-33 FoV. The Contractor shall make available any and all information necessary to obtain a security clearance to the degree required by the installation or area in which services are to be performed. Government approval shall be limited to granting or denying security clearance for the person(s) named.

2.2. The Contractor shall provide FSRs as a liaison between Contractor/subcontractor, APO MRAP Operations, other Military Service organizations, U.S. Marine Corps, and FMS Customers.

2.3. FSRs shall provide and submit recommendations to maintenance and operator manuals, along with providing technical expertise during the development and coordination of retrofit and modification of parts. The FSRs shall perform trend analysis of faults and address concerns.

2.4. The FSRs shall investigate and recommend the need for training.

2.5. The FSR support shall consist of on-site back-up engineering support and advice in the investigation and resolution of vehicle support problems.

2.6. The Contractor shall provide field support for de-processing, vehicle maintenance and RESET programs.

2.7. The FSRs shall recommend the need for Failure Analysis (FA) of any identified items that fail or upon the request of the USG.

2.8. The FSRs shall coordinate and resolve problems related to Maintenance, Training, Product Quality Deficiency Reports (PQDR), Readiness and Sustainability with the onsite Maintenance Officer.

2.9. The FSRs shall facilitate any warranty issues and contact units for additional information in order to assist Product Manager (PdM) M-ATV/ RG-33.

2.10. The FSRs shall provide technical expertise to the submission of Product Quality Deficiency Reports (PQDRs) and Warranty Claims to ensure they are filled out correctly and will lead to correcting problems.

2.11. The FSRs shall interpret any Technical Manuals and troubleshooting procedures that require clarification.

2.12. The FSRs shall determine solutions to vehicle readiness issues and provide recommendations to the USG IAW the Maintenance/Usage Data/FSR Report (CDRL A056).

2.13. The FSRs shall provide knowledge of the technical data and locations of the vehicles while the retrofit/modifications plans are being developed.

2.14. The FSRs shall execute new equipment maintenance and operator training requirements

2.15. The FSRs shall incorporate any Government approved engineering changes and retrofits to appropriate serialized fielded APO MRAP RG-33 FoV vehicles.

2.16. The FSRs shall provide part numbers and clarification that is not available in technical manuals.

2.17. The FSRs shall provide technical diagnosis with software specific components and diagnostic service data required to troubleshoot and diagnosis of critical components of the APO MRAP RG-33 FOV.

2.18. Each FSR shall conduct battle damage assessments whenever a vehicle is damaged or in need of repair.

2.19. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the RG-33 FoV OCONUS FSR Support via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs will be for the

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**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS, L.P.

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

3.0 DELIVERABLES

- 3.1. The Contractor shall prepare and provide a weekly Maintenance/Usage Data/ FSR Report in according with (IAW) CDRL A056.
- 3.2. The Contractor shall submit a monthly cost report via e-mail to the COR IAW CDRL A006
- 3.3. The Contractor shall submit a Contractor Manpower Report weekly IAW CDRL A009.

4.0 INTEGRATED LOGISTICS SUPPORT (ILS)

- 4.1. Interim Contractor Logistics Support (ICLS) Forward Repair Activity (FRA). The ICLS FRA supported units will be configured to deploy using unit provided vehicles, shelters, transportation, and power-generating equipment for all Contractor operated equipment. The Contractor shall obtain a military equipment license for the equipment listed above, if necessary. All Contractor test equipment shall be capable of being operated in a forward deployed field location under combat conditions with DI-FNCL-80342 to be used as guidance.
- 4.2. The Contractor shall report problems, in writing; attendant to its responsibilities to the PM APO MRAP Team Site Supervisor.
- 4.3. The Contractor shall provide liaison logistic assistance for the APO MRAP RG-33 FoV to OCONUS using unit personnel.

5.0. SCHEDULE

5.1. The Contractor shall provide FSR coverage for the time periods outlined below but in no case shall they exceed federal and local labor law limitations:

- a. Afghanistan Seven (7) days a week/twelve (12) hours per day.

\*\*\* END OF NARRATIVE C0003 \*\*\*

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## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 Period of Performance:

F.1.1. The Period of performance for Modification P00003 is twelve (12) months (01 January 2014 thru 31 December 2014).

## F.2 Contract Performance Details:

F.2.1. The work to be performed under this contract will be IAW the Scope of Work (SOW) detailed in section C of this modification.

\*\*\* END OF NARRATIVE F0003 \*\*\*

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**MOD/AMD** P00003

**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS, L.P.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001AC	2M4SCL01Q7	2	S.0019232.2.3.1	AD \$	0.00 \$	893,400.12 \$	893,400.12
0003AC	2M4SCL01Q7	2	S.0019232.2.3.1	AD \$	0.00 \$	70,054.00 \$	70,054.00
0004AC	2M4SCL01Q7	2	S.0019232.2.3.1	AD \$	0.00 \$	12,776.00 \$	12,776.00
NET CHANGE						\$ 976,230.12	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AD	021 201420142020 A5XDU 114018VFRE 2571 L035180281 S.0019232.2.3.1	021001 \$ 976,230.12
NET CHANGE		\$ 976,230.12

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 3,469,165.28	\$ 976,230.12	\$ 4,445,395.40

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	
0001AC	AD	021 201420142020 A5XDU 114018VFRE	2571 L035180281 S.0019232.2.3.1 021001
0003AC	AD	021 201420142020 A5XDU 114018VFRE	2571 L035180281 S.0019232.2.3.1 021001
0004AC	AD	021 201420142020 A5XDU 114018VFRE	2571 L035180281 S.0019232.2.3.1 021001

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MOD/AMD P00003

**Name of Offeror or Contractor:** BAE SYSTEMS LAND & ARMAMENTS, L.P.

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-2 ADDED	52.219-9 (DEV 2013-00014)	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014)	AUG/2013

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

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(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

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(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

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(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the

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Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

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(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRs, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)