

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA4	<b>Page</b> 1	<b>Of</b> 39	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-13-C-0375		<b>3. Effective Date</b> 2013SEP30	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND PATRICK RUOFF WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310		<b>Code</b> S2305A	
<b>e-mail address:</b> PATRICK.RUOFF@US.ARMY.MIL						

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> PRATT & MILLER ENGINEERING & FABRICATION INC. 29600 WM K SMITH DR NEW HUDSON, XX 48165-9722		<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		<b>9. Discount For Prompt Payment</b>	
<b>Code</b> 4GWK4		<b>Facility Code</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266	
		<b>Code</b> HQ0337	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		<b>14. Accounting And Appropriation Data</b> SEE SECTION G	
<b>15A. Item No.</b>	<b>15B. Supplies/Services</b>	<b>15C. Quantity</b>	<b>15D. Unit</b>
SEE SCHEDULE			
<b>15E. Unit Price</b>			<b>15F. Amount</b>
<b>15G. Total Amount Of Contract</b> →			\$6,132,905.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	39
X	D	Packaging and Marking	15	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	16		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	17		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	18		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	22				

**Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable**

<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	<b>18.</b> <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
<b>19A. Name And Title Of Signer (Type Or Print)</b>	<b>20A. Name Of Contracting Officer</b>  LYNN M. BYRNE LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553
<b>19B. Name of Contractor</b>	<b>20B. United States Of America</b>
<b>By</b> _____ (Signature of person authorized to sign)	<b>By</b> _____ /SIGNED/ (Signature of Contracting Officer)
<b>19c. Date Signed</b>	<b>20C. Date Signed</b> 2013SEP30

**AUTHORIZED FOR LOCAL REPRODUCTION**  
Previous edition is NOT usable

Standard Form 26 (Rev. 5/2011)  
Prescribed By GSA - FAR (48 CFR) 53.214(a)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 39</b>
	PIIN/SIIN W56HZV-13-C-0375 MOD/AMD	
<b>Name of Offeror or Contractor:</b> PRATT & MILLER ENGINEERING & FABRICATION INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PATRICK RUOFF  
 Buyer Office Symbol/Telephone Number: CCTA-HCB-C/(586)282-6545  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Research and Development Contracts  
 Type of Business: Other Small Business Performing in U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: No Identified Army Weapons Systems

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

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV13R0368](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0368)

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

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

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

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

(e) Note to offerors:

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 3 of 39</b>
	PIIN/SIIN W56HZV-13-C-0375 MOD/AMD	

**Name of Offeror or Contractor:** PRATT & MILLER ENGINEERING & FABRICATION INC.

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

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

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

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

End of Provision

A-2            52.204-4850            ACCEPTANCE APPENDIX            SEP/2008

(a) Contract Number W56HZV-13-C-0375 is awarded to Pratt & Miller Engineering.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

N/A

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-3            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

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

[End of Provision]

Name of Offeror or Contractor: PRATT & MILLER ENGINEERING & FABRICATION INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>BASIC EFFORT</u></p> <p>Contractor shall furnish all the supplies and services to accomplish the tasks specified in approved Work Directives and in accordance with Section C Scope of Work.</p> <p>See paragraph B.5 for cumulative hours exercised and dollars obligated under this contract.</p> <p>(End of narrative A001)</p>														
0001	OCP TECD														
0001AA	<p><u>LABOR - WD 001</u></p> <p>GENERIC NAME DESCRIPTION: OCP TECD                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: R33MC038R3 PRON AMD: 03 ACRN: AA                      AMS CD: 63300544100</p> <p>Hours: 11,565                      Est. Cost: \$1,090,926                      Fixed Fee: \$109,058                      Total Est. Cost: \$1,199,984</p> <p>This CLIN is a Cost-Plus-Fixed-Fee LOE</p> <p>The funding authorized under this CLIN is for the work specified by WD 001</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-MAR-2014</td> </tr> </table> <p>\$ 1,199,984.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		31-MAR-2014	1	LO		\$ 1,199,984.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	31-MAR-2014														

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0375 MOD/AMD

Name of Offeror or Contractor: PRATT & MILLER ENGINEERING & FABRICATION INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0001AB	<p><u>LABOR - WD 001</u></p> <p>GENERIC NAME DESCRIPTION: OCP TECD                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: R33DB117R3 PRON AMD: 02 ACRN: AB                      AMS CD: 633005221</p> <p>Hours: 8,022                      Est. Cost: \$756,715                      Fixed Fee: \$75,648                      Total Est. Cost: \$832,363</p> <p>This CLIN is a Cost-Plus-Fixed-Fee LOE</p> <p>The funding authorized under this CLIN is for the work specified by WD 001</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-MAR-2014</td> </tr> </table> <p>\$ 832,363.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		31-MAR-2014	1	LO		\$ 832,363.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	31-MAR-2014														
0001BA	<p><u>MATERIAL / ODCS - WD 001</u></p> <p>GENERIC NAME DESCRIPTION: OCP TECD                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: R33DB117R3 PRON AMD: 02 ACRN: AB                      AMS CD: 633005221</p> <p>Est. Cost: \$3,694,225                      Fixed Fee: \$184,711                      Est. Total Cost: \$3,878,936</p> <p>This CLIN is a Cost-Plus-Fixed-Fee</p> <p>The funding authorized under this CLIN is for materials and ODCs applicable to the work specified in WD 001.</p> <p>(End of narrative B001)</p>	1	LO		\$ 3,878,936.00										





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MOD/AMD

**Name of Offeror or Contractor:** PRATT & MILLER ENGINEERING & FABRICATION INC.**B.1 ESTIMATED COST AND PAYMENT**

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Rate Schedule, Section B.4. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown.

B.1.1.1 CLIN 0001 amount shown is for the base effort (Work Directive 001) and will be revised by the Government as appropriate to incorporate any options exercised for subsequent revisions to Work Directive 001. The estimated cost of CLIN 0001 shall constitute the estimated cost for Work Directive 001 for the purpose of the Contract Clause entitled "Limitation of Cost" and Special Provision H.2 entitled Work Directive Limitation of Cost, but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.1.2 Additional work directives will be established and funded under a separate CLIN with sub-CLINs as identified in B.1.2 below. The amount for each work directive will be shown in its applicable CLIN and will be revised by the Government as appropriate to incorporate additional options exercised for subsequent revisions thereto.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite the sub-CLIN exercised for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (MAR 97), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract. For each labor sub-CLIN, payment of fixed fee shall be in the same proportion as the number of hours performed as to the total number of hours awarded on the sub-CLIN, subject to any withholding pursuant to the provisions of this contract.

Each Work Directive will be established under a separate CLIN with sub-CLINs as follows:

The contractor's direct man-hours will be funded under sub-CLINs 0001AA, 0002AA, 0003AA, etc.

Material/ODC will be funded under sub-CLINs 0001BA, 0002BA, 0003BA, etc. The fee for such will be negotiated before award of each new work directive.

Travel shall be in compliance with the Joint Travel Regulations and will be funded under sub-CLINs 0001CA, 0002CA, 0003CA, etc. Any work directive awarded that requires travel and will not bear fee.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

**B.2 PAYMENT**

B.2.1 The contractor may submit public vouchers bi-weekly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to this contract.

**B.3 NOTIFICATION REGARDING FUNDING OR HOURS**

B.3.1 FUNDING: The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.2.3 HOURS: The Contractor shall notify the COR and the Contract Specialist identified on page one of this contract in accordance with the Contract Clause entitled "WORK DIRECTIVES" paragraph G-5 whenever there is reason to believe that the hours allotted to a specific work directive are either insufficient or excessive for the performance of the work required. In the event the allotted hours are insufficient, the contractor shall provide the balance of hours remaining on the work directive along with the estimated timeframe it anticipates using those hours.

**B.4 RATE SCHEDULE:**

B.4.1 For the total available Option hours under this contract, the contractor shall price effort in accordance with the rate schedule set forth below

**B.4.2 Composite Hourly Labor Rate**

If the date of option exercise falls on or between:

The applicable Hourly Rate is:

	Est. Cost	Fixed Fee	Total
Program Year 1: Award Date - 30 Sept 2014	\$94.33	\$9.43	\$103.76

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<b>Name of Offeror or Contractor:</b> PRATT & MILLER ENGINEERING & FABRICATION INC.		

Program Year 2: 01 Oct 2014 - 30 Sept 2015	\$98.80	\$9.88	\$108.68
Program Year 3: 01 Oct 2015 - 30 Sept 2016	\$112.21	\$11.22	\$123.43

B.5 HOURS AND FUNDING TRACKING

B.5.1 For tracking purposes, a cumulative total of all hours and funding obligated for all Work Directives awarded on the contract is specified below.

B.5.2 Total level of effort hours awarded on the contract to date: 19,587

B.5.3 Total obligated funding awarded on the contract to date:

Estimated Cost:	\$5,763,488
Fixed Fee:	\$ 369,417
Total Estimated Cost:	\$6,132,905

\*\*\* END OF NARRATIVE B0001 \*\*\*

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MOD/AMD

**Name of Offeror or Contractor:** PRATT & MILLER ENGINEERING & FABRICATION INC.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

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

End of Clause]

## C.1 GENERAL

C.1.1 The Contractor, acting as independent Contractor and not as an agent of the Government is to provide technical expertise, analytical analysis, management analysis, program management, logistical analysis and support, concept prototypes, advanced concept technologies, advanced technology demonstrators, identify and support innovative transformational technologies for Department of Defense (DOD) and collaborative efforts with other government agencies for the development of an occupant centric Test Asset.

C.1.2 The contractor shall conceptualize, design, integrate, build, and provide test support for the Occupant Centric Platform (OCP) Technology Enhanced Capability Demonstration (TECD) Test Asset that provides increased protection from current and emerging threats and optimal space allocation for Soldiers and their gear, while maintaining platform weight (T) or decreasing it by 25% (O) and maintaining or increasing maneuverability during full spectrum operations. The OCP TECD Test Asset shall meet occupant survivability requirements, Developmental Key Performance Parameters (DKPPs), Developmental Key System Attributes (DKSAs), and Developmental System Attributes (DSAs) as stated in Appendix A. The contractor will identify technology and system level innovative solutions in the areas of hull structure, hull geometry, energy absorbing floors, energy absorbing seats, restraints, crush zones, minimizing interior cab hazards to prevent blunt trauma, airbags, cargo retention, technology enablers for quick ingress/egress and other mission functions, suspension, and propulsion. Through a combination of efficient and smart integration of the listed technologies, the contractor will provide confidence prior to final validation testing meet the requirements outlined in Appendix A. The Contractor, only as specified in individual Work Directives, will provide the work described in this contract.

## C.2 WORK DIRECTIVES

**Name of Offeror or Contractor:** PRATT & MILLER ENGINEERING & FABRICATION INC.

C.2.1 All work under this contract shall be performed in accordance with Work Directives issued by the Procuring Contracting Officer (PCO). No work shall commence until the Contractor has received a signed copy of the Work Directive. Each Work Directive shall include the following information.

- (1) Work Directive number and title
- (2) Objective of this Work Directive
- (3) Number of hours authorized
- (4) Detailed description of work to be performed
- (5) Required completion date(s)
- (6) Identification of applicable contract number, contractors name and address
- (7) Identification of software or prototype hardware to be delivered to TARDEC
- (8) Projected materiel costs
- (9) Contracting Officer (CO) Signature

C.2.2 The Contractor shall notify the Procuring Contracting Officer (PCO) immediately by telephone if dates by which work must be performed or data must be delivered will not be met. The contractor shall follow up this telephone call with an e-mail message or letter to the PCO and the Contracting Officers Representative (COR).

C.2.3 The Government has the unilateral right to increase, decrease or prioritize the work to be performed hereunder by the issuance of Work Directives, or Work Directive revisions, signed by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and that the contractor shall be compensated in accordance with the terms and conditions as agreed to in the base contract. The COR has the right to prioritize the work being performed under the contract.

C.2.4 If, at any time, the Contractor has reason to believe that any amount (in one or more of the categories of direct hours, other direct costs, overhead, material and/or travel), which it expects to incur in the performance of a Work Directive are insufficient, the Contractor shall provide written notification to the PCO and the COR for appropriate action. As a part of such notice, the Contractor shall furnish a revised statement of total hours, overhead, material, other direct costs or travel expense necessary to complete such a Work Directive. The Contractor shall not exceed any amount authorized by the Work Directive without the express written permission of the PCO.

### C.3 PROGRAM CONTROL

C.3.1 The Contractor shall be responsible for establishing and maintaining an effective internal management and control system to insure that appropriate contract goals and objectives are met, resources are safeguarded, laws and regulations are followed and reliable data is generated or obtained, maintained and fully disclosed through contract requirements. The management system utilized by the Contractor shall provide for the capability to plan and control organization, schedule, cost, and technical performance, accurate progress reporting procedures and forecast potential result of cost, schedule and technical performance on a monthly basis. The results of this analysis (delineated by each Work Directive issued) shall be reflected in each monthly Progress, Status and Management Report (CDRL A003) due forty (40) days after the PCO signs the first Work Directive hereunder. Subsequent reports shall be delivered by the 10th of each month. Reports may be consolidated for the month, but must separately update the progress and status of each Work Directive that was open at any time during the report month.

C.3.2 The cost tracking included in these reports for each work directive and the entire contract shall include but not be limited to:  
A) Initial hours authorized and expended to date including Prime and sub-contracted efforts and shall state whether or not the remaining funds & hours are sufficient to complete each work directive. B) Total cost authorized and expended to date, and the percentage of total cost authorized expended to date. State whether or not the remaining funds are sufficient to complete the work directive. C) Percentage of work completed to date for each work directive (CDRL A006).

C.3.3 Technical reports describe to the analytical & scientific community the precise nature and results of the tasks pursued under the work directive. Work directive final technical reports shall completely describe the scientific issues pertinent to the task, how the work performed has or has not satisfied the work directive requirements. The report shall detail the necessary steps, if any, required to further improve the item or study requested in the work directive (CDRL A002).

C.3.4 The COR is often called upon to present oral reports, illustrated by briefing aids, on contractual programs. These briefing aids shall be prepared in accordance with CDRL A001. Presentation materials may be requested to be provided for verbal presentation concerning efforts under each work directive. Briefing charts shall be prepared at the CORs request detailing progress under each work directive, displaying photographs and drawings where appropriate to convey the concept and progress of the required work, and displaying schedule and cost data for the effort.

C.3.5 Access to Data. On request by the Contracting Officer or COR, the Contractor agrees to provide access to records and data. The Government shall have access and retention rights to all data (e.g. hard copy and computer files generated under this contract, and all underlying data and files) generated under this contract as well as reports, assessments, software programs, technical reports and analyses.

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C.3.6 The Contractor shall designate a Point of Contact (POC) for integrating the Contractors data management effort. The Contractors data management POC shall assist the Government in reconciling any data submission discrepancies, if any.

C.3.7 The Contractor shall develop controls for data preparation so as to prevent duplication of data previously developed for or submitted to the Government under this or other Government contracts.

C.3.8 The Contractor shall collect, prepare, review, revise and modify (as required) publish and distribute data in the quantities and types designed in each Work Directive.

C.3.9. The Contractor shall perform administrative and financial management functions during the course of this effort and shall ensure work is conducted so as to achieve the stated performance objectives of this effort. TARDEC will require specific development emphasis of all prescribed technical activities, to include system decomposition, incorporation of identified major sources of variation, concept-level trade analysis, parameter-level optimization, system-level optimization, problem(s) identification and recommended countermeasures effectiveness, performance status, schedule status, cost status, risk management status, significant accomplishments and up-coming events.

C.3.10 All performance related progress and results will be provided in quantifiable terms so as to assess performance capability for each requirement using performance confidence measures such as Cpk assessment practices.

#### C.4 REQUIREMENTS

C.4.1 The Contractor shall assess near, mid, and/or long-term technology requirements for mission execution of basic research, applied research, collaborative technical development, technology transfer, advanced processes, production/logistical demonstrators and/or advanced manufacturing development.

C.4.2 The Contractor shall perform Economic Analyses/Assessments and cost analyses of selected technologies, which may include definitions and comparisons of potential program alternatives and associated costs.

C.4.3 The Contractor shall conduct market research and closely monitor state-of-the-art technological innovations (e.g., emerging technologies to include military as well as non-traditional commercial solutions for occupant centric survivability in the areas of ground vehicles systems, watercraft, aircraft, automotive, fuel, propulsion, water, sensors, simulation, power generation, medical, biological/chemical/survivability, homeland security/defense, etc) for potential military ground combat and tactical system impacts, integration and/or application.

C.4.4 The Contractor shall evaluate potential improvements with respect to performance, affordability, functionality and the ability to transition technologies to TACOM Program Executive Offices (PEOs). Potential improvements may include new or improved technical performance capabilities/combinations, which may include survivability, mobility lethality, sustainability, environmental and safety performance, logistical supportability, operating and support cost reduction, and value engineering. The Contractor shall inform the Government of identified technological opportunities, to include advantages and disadvantages and recommendations for further analysis and suggested applications. The Contractor shall assist in the identification of other agency resources that have the potential for synergies in conjunction with current and planned Army programs or projects, and shall assist in the coordination with those agencies to advance the research and development of technologies and system level solutions.

C.4.5 The Contractor shall employ contemporary systems engineering processes/methods that emphasize failure prevention & minimization of performance variability through the application of optimization of function and system-level performance capability. Typical sources of variation for the performance response should include vehicle standoff, occupant position, occupant size, seat mount location, charge size, charge location, etc. Contractor shall ensure the program performance measures are tracked and assessed relative to stated requirements.

C.4.6 Contractor shall hold Technical Interchange Meetings (TIMs) or reviews and participate in teleconferences as part of the execution of these activities where TARDEC developers are active participants in the application of development methods and evaluation/interpretation of methods and results.

C.4.7 The Contractor shall optimize the design and determine optimal technology concepts where selection criteria and interpretation of results are subject to review by TARDEC developers utilizing the Controlled Convergence (Pugh Matrix, or a similar analysis tool) method for all trade-study analysis for the purpose of concept selection.

C.4.8 Expositions/Symposiums: The Contractor shall provide technical expertise, administrative, and logistic support for participation in expositions, conferences, speaking engagements, meetings and symposiums sponsored by industry, Government or academia. Logistical support may include planning, coordination, and execution. Logistical support may also include designing, fabricating or acquiring, updating, and storage and delivery of (i) any necessary support or display hardware, and (ii) informational items/handouts for use at such expositions/symposiums.

#### C.4.9 COLLABORATIVE RESEARCH & DEVELOPMENT

**Name of Offeror or Contractor:** PRATT & MILLER ENGINEERING & FABRICATION INC.

C.4.9.1 Concept Development / Prototype Development / Proof of Principle Demonstrations, Processes, Products or Manufacturing Demonstrations:

C.4.9.2 The Contractor shall acquire, or design and fabricate/build mock-ups, prototypes, components, operating proof of principle manufacturing demonstrators to demonstrate new concepts, processes, configurations, and systems/products. The activities may include the integration and application/assessment/building of components and/or sub-systems, mock-ups or prototypes, functional proof of principle systems, to existing military and pertinent commercial test assets for demonstration or analytical purposes. Proof of Principle test assets may include sufficient quantities to develop, test, and prove performance of fully operational systems as directed in Work Directives. When specified in individual Work Directive(s), the Contractor shall utilize Government furnished equipment or materials, to either modify or use in conjunction with the required prototype/demonstrator/etc. development or engineering analysis. Such development or analysis may require the Contractor to provide physical simulation support, as further described in C.4.10 below.

C.4.9.3 The contractor shall perform engineering, manufacturability and feasibility analysis on the component parts lists as developed throughout the program. The contractor shall use the latest design manufacturing processes and tools such as Pro-Engineering, computer-aided design (CAD) and 3D modeling, computer-aided evaluation (CAE), simulation tools, data acquisition and analysis tools for integration into manufacturing processes (CDRL A004).

C.4.9.4 The Contractor shall perform limited physical prototype testing, and complete system modeling and simulation to provide proof of concept data, for sub-systems and system level verification of requirements performance. Proof of concept data shall be developed as required, for technologies such as but not limited to: the hull/system structure, walk-able floor, seats, restraints, interior padding, airbags, cargo retention/storage technologies, GFE & BII, sensors, fire protection technologies, suspension, power pack, etc. The Contractor shall complete sub-system and system level mock ups and obtain user feedback to reduce integration and system functionality risks.

C.4.10 MODELING AND SIMULATION (CDRL A004)

C.4.10.1 The Contractor shall incorporate TARDEC level guidance in the application of Government identified modeling, simulation, and digitalization capabilities, and provide value added program enhancements for military systems.

C.4.10.2 The Contractor shall perform detailed engineering analyses, using modeling and simulation of major sub-systems, and full vehicle systems to quantify the system's and major sub-system's capability to meet both technical and operational requirements. The Contractor may also generate modeling, simulation, and digitalization data sets concerning the characteristics or performance of prototype systems/subsystems (developed per C.4.10) both for their own subsequent analysis and for delivery to the Government for analysis.

C.4.10.3 The Contractor shall use both military and commercially developed data and other government furnished information for analyses.

C.4.10.4 The Contractor shall, through the use of multi-level fidelity models and simulations, quantify the technical and operational benefits and burdens including, but not necessarily limited to: force protection (from blast, crash, or rollover events), mobility, logistical supportability, and manufacturability of military combat and tactical systems in terms of structural integrity, sustainment, and force level effectiveness.

C.4.10.5 Modeling and simulation applications shall not be limited to stand alone capabilities, but may provide for interactive man-in-the-loop or hardware-in-the-loop simulations.

C.4.10.6 When specified in individual Work Directive(s) the Contractor will provide physical simulation support (repair/maintainability/operation/logistical support/integration) for the Army drop towers, motion base simulators, and the utilization of other in house testing capabilities.

C.4.10.7 The contractor shall incorporate in the development and application of simulation models, parameters which simulate the effects of major sources of functional variation (as identified by TARDEC) for the purpose of facilitating estimates of mean performance and performance variance. Deterministic (single-value) estimates will be replaced as a general modeling approach with probabilistic performance (performance distribution) estimates using this simulated test approach. Typical sources of variation for the performance response should include vehicle standoff, occupant position, occupant size, seat mount location, charge size, charge location, etc.

C.5 TECHNOLOGY INFORMATION DISSEMINATION

C.5.1 The Contractor shall plan, support and conduct reviews, audits and meetings. The Contractor shall provide administrative support for meetings and Government-scheduled reviews, to include planning, scheduling, and facilitating.

C.5.2 A Start or Work meeting shall be convened by the Contractor, within fifteen (15) days after contract award, to establish working relationships, responsibilities and review preliminary Work Directives. The contractor shall ensure that any subcontractor whose services are expected to be used in performing one or more of the preliminary Work Directives, are represented at this meeting.

C.5.3 The Contractor may conduct reviews or meetings at the Contractor's facility, at a subcontractor/vendor facility, or at Government

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facilities. Conference support provided by the Contractor shall include, but not limited to, arranging appropriate meeting facilities, providing office equipment, projectors, clerical personnel, etc.

C.5.4 The Contractor shall attend, take part in, and prepare minutes if so specified in the Work Directive. As a minimum, an agenda shall be coordinated between Government personnel and the Contractor prior to Contractor-hosted reviews or meetings.

C.5.5 The Contractor shall provide an electronic copy of all conference minutes to the COR in compliance with each work directive (CDRL A005)

C.6 TECHNICAL DOCUMENTATION

C.6.1 The Contractor shall use the Advanced Collaborative Environment (ACE Windchill), the TARDEC Insider/Portal or other methods specifically identified in the Work Directives, for data exchange between the Government and the Contractor's facility. The Contractor shall electronically submit all documentation required under this contract.

C.6.2 All reports shall be prepared and submitted as specified per Work Directive.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING &amp; PACKING

D.1.1 The contractor shall package and pack all items deliverable under this contract in accordance with standard commercial practice to ensure arrival at destination without damage or loss.

## D.2 MARKING

D.2.1 Technical Data Marking: The contractor shall ensure that all technical data, deliverable under this contract, is identified by (1) CONTRACT NUMBER; (2) CONTRACTOR NAME AND ADDRESS; and, where applicable (3) THE NAME AND ADDRESS OF THE SUBCONTRACTOR WHO GENERATED THE DATA.

D.2.2 Materials and Hardware Marking: The contractor shall mark or tag all materials and hardware required to be delivered (if any) under this contract with the following information:

1. TACOM CONTRACT NUMBER
2. CONTRACTOR'S NAME
3. CONTRACTOR'S ADDRESS
4. A DESCRIPTION OF MATERIAL/HARDWARE:

\*\*\* END OF NARRATIVE D0001 \*\*\*

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-2	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT	MAY/2001

## E.1 INSPECTION &amp; ACCEPTANCE POINT

E.1.1 Inspection and acceptance of all deliverables under this contract shall be made at DESTINATION by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

\*\*\* END OF NARRATIVE E0001 \*\*\*

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 DELIVERIES/PERFORMANCE The Contractor shall deliver presentation materials, meeting minutes, monthly reports, performance and cost reporting, technical reports, test data, CAD models, modeling results, and physical test assets as outlined in each work directive.

## F.2 DELIVER POINT (TACOM)

All deliveries shall be made in accordance with the Contract, the Contract Data Requirements List, or as otherwise directed by the Contracting Officer or authorized representative and shall be packaged and marked in accordance with Section D.

F.2.1 Unless otherwise directed either elsewhere in this contract or in a work directive, any deliveries requiring a physical address shall be shipped to the COR:

U.S. Army Tank-Automotive and Armaments Command  
6501 E. Eleven Mile Road  
ATTN: RDTA-RS, MS 263, Chantelle Korson  
Warren, MI 48397-5000

## F.3 METHOD OF DELIVERY

All deliveries shall be made on an FOB Destination basis.

## F.4 PERIOD OF PERFORMANCE

F.4.1 The period of performance for the base effort, WD 001 shall be 6 months after award of the contract.

F.4.2 The total period of performance in which to exercise option hours shall be three (3) years from date of award, so long as there is active period of performance on any work directive.

F.4.3 The period of performance for each work directive under this contract, including preparation and delivery of all reports, shall be completed in accordance with the time frame specified in the individually approved work directives.

## F.5 ULTIMATE COMPLETION DATE

F.5.1 All work shall be completed no later than 54 months after contract award.

## F.6 CONTRACT CEILING

F.6.1 The contract shall not exceed 205,000 hours or \$40.2M.

\*\*\* END OF NARRATIVE F0001 \*\*\*



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(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).

Cost Voucher

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

(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	HAA391
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2305A
Inspect By DoDAAC	W91ATL (TARDEC)
Ship To Code	W91ATL (TARDEC)
Ship From Code	-8-
Mark For Code	W91ATL (TARDEC)
Service Approver (DoDAAC)	W91ATL (TARDEC)
Service Acceptor (DoDAAC)	W91ATL (TARDEC)
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
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.

-16-

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

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

(End of clause)

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Name: Chantelle Korson

E-mail: chantelle.m.korson.civ@mail.mil

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

ACO: Mark Carver

E-mail: Mark.Carver@dcma.mil

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

[End of Clause]

G-3            252.204-0005            PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE            SEP/2009  
(DFARS PGI)            (DFAS) - Line Item Specific: by Cancellation Date

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

[End of Clause]

G-4            52.227-4004            RELEASE OF INFORMATION            OCT/2012  
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

[www.asaie.army.mil/Public/IE/Toolbox/documents/r360\\_1.pdf](http://www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf)

[End of Clause]

G-5            52.242-4011            WORK DIRECTIVES            FEB/1998  
(TACOM)

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

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

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

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

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

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together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

(End of Clause)

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

**H.1 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT**

H.1.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 185,413 direct labor hours over the three year performance period of the contract. Although the estimated number of hours per option year are estimated at 58,666, the Government may, at its discretion, exercise more or less hours per year as long as the total number of hours exercised for the entire three year performance period of the contract do not exceed 205,000 and the total obligated contract value does not exceed \$40,200,000. The period of performance for hours added by the options shall be twelve (12) months from the date of the option exercise unless otherwise specified within the work directive.

The option hours exercised to date total 0. The option hours remaining for exercise total 185,413 hours.

The obligated amount to date totals 0. The total amount available to obligate totals \$40,200,000.

H.2 **WORK DIRECTIVE LIMITATION OF COST:** The Contractor shall notify the Contracting Officer in writing whenever they have reason to believe that the costs or hours incurred under the Work Directive in the next 30 days, when added to all costs or hours previously incurred, will exceed 85 percent of the estimated cost or hours specified on the Work Directive. The time period and percentage for contractor notification supersedes that in FAR 52.232-20.

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H.3 ORDERING AND CONTRACT ADMINISTRATION: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administrative matters will be addressed to him. No changes in or deviation from the Statement of Work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.4 GOVERNMENT FURNISHED MATERIAL (GFM): GFM will be provided to the Contractor as required by individual work directive(s).

H.5 SERVICES TO BE PERFORMED:

H.5.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with individual Work Directives authorized by the Contracting Officer. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.5.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

H.5.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this contract or awarded work directives.

\*\*\* END OF NARRATIVE H0001 \*\*\*

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN/2010
I-11	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-12	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-17	52.210-1	MARKET RESEARCH	APR/2011
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-27	52.216-8	FIXED FEE	JUN/2011
I-28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-43	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-44	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-45	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-46	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-47	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-48	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-49	52.232-1	PAYMENTS	APR/1984
I-50	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-51	52.232-11	EXTRAS	APR/1984
I-52	52.232-17	INTEREST	OCT/2010
I-53	52.232-20	LIMITATION OF COST	APR/1984
I-54	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-55	52.232-25	PROMPT PAYMENT	OCT/2008
I-56	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-57	52.233-1	DISPUTES	JUL/2002
I-58	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-59	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-60	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-61	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-64	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-66	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-67	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-68	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-69	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-70	52.249-14	EXCUSABLE DELAYS	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-73	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-75	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-76	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	FEB/2013
I-79	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-80	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-81	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-82	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-84	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-85	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-86	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-87	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-88	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-89	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-90	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-91	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-92	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-93	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-94	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-95	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-96	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-97	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-98	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-99	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-100	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-101	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-102	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-103	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-104	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-105	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-106	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-107	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-108	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-109	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-110	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-111	252.246-7001	WARRANTY OF DATA	DEC/1991
I-112	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

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I-113	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

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

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-

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6(p). Additional salary reference information is available at  
://www.whitehouse.gov/omb/procurement\_index\_exec\_comp/.

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

(End of Clause)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed "\$108.33 /Technician Hourly OT Rate" or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of Clause)

I-115      52.222-42      STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES      MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-116      52.243-7      NOTIFICATION OF CHANGES      APR/1984

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

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

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

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

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

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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 --

(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-

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reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-117 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: subcontracts for which the contractor must obtain the PCO's written permission before placing.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I-118            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)

DEC/2012

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

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(End of clause)

I-119            252.235-7010            ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER            MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the U.S. Army Tank Automotive Research, Development and Engineering Center under Contract No. W56HZV-13-C-0375.

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

(End of clause)

I-120            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-121            52.219-28            POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION            JUL/2013

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

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

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

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patents, license agreements, facilities, sales territory, and nature of business activity.

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

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

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

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

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

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

The Contractor represents that it [ X ] is, [ ] is not a small business concern under NAICS Code \_\_541712\_\_ assigned to contract number \_\_W56HZV-13-C-0375\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-122      52.223-3      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA      JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
TBD FOR EACH MODIFICATION	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

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

(End of Clause)

I-123            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \*\_\_TBD FOR EACH MODIFICATION\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-124            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

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

(End of Clause)

I-125      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

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

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

(End of Clause)

I-126      252.223-7001      HAZARD WARNING LABELS      DEC/1991

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

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

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

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)      ACT

\_\_\_\_\_ TBD FOR EACH MODIFICATION \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-127      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005

**Name of Offeror or Contractor:** PRATT & MILLER ENGINEERING & FABRICATION INC.

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

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

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

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

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

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

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	20-MAY-2013	004	
Attachment 0001	DD254 SECURITY CLASSIFICATION SPECIFICATION	26-SEP-2013	007	EMAIL

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO.: 0004
- B. EXHIBIT: A
- C. CATEGORY: F. CONTRACTOR: Pratt & Miller Engineering
- D. SYSTEM/ITEM: OCP TECD Test Asset
- E. CONTRACT/PR NO.: W56HZV-13-C-0375

- 1. DATA ITEM NO.: A001
- 2. TITLE OF DATA ITEM: Presentation Materials
- 3. SUBTITLE:
- 4. AUTHORITY: DI-ADMN-81373
- 5. CONTRACT REFERENCE: C.3.4
- 6. REQUIRING OFFICE: RDTA-RS
- 7. DD250 REQ: DD
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED.: D
- 10. FREQUENCY: SEE BLK 16
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUB.: SEE BLK 16
- 13. DATE OF SUBS. SUB...: SEE BLK 10

- |                           |                                 |                          |
|---------------------------|---------------------------------|--------------------------|
| 14. DISTRIBUTION          | A. ADDRESSEES                   | B. COPIES: DRAFT / FINAL |
| E-mail Status Reports to: | chantelle.m.korson.civ@mail.mil | 0 / 1                    |
| Copy to:                  | patrick.s.ruoff.civ@mail.mil    | 0 / 1                    |
| 15. TOTAL:                |                                 | 0 / 2                    |

16. REMARKS: The contractor shall submit one (1) copy of the briefing materials (presentation materials) a minimum of five (5) business days prior to: (i) the detailed design kickoff meeting (reference Section 10.1), (ii) the Blast Buck Test Review (reference Section 10.2), (iii) CDR (reference Section 10.3). The presentation materials shall be provided a minimum of five (5) business days prior to the scheduled meetings.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE :

- 1. DATA ITEM NO.: A002
- 2. TITLE OF DATA ITEM: SCIENTIFIC AND TECHNICAL REPORTS
- 3. SUBTITLE: FINAL REPORTS
- 4. AUTHORITY: DI-MISC-80711A
- 5. CONTRACT REF: C.3.3
- 6. REQUIRING OFFICE: RDTA-RS
- 7. DD250 REQ: DD
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED.: D
- 10. FREQUENCY: SEE BLK 16
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUB.: SEE BLK 16
- 13. DATE OF SUBS. SUB.: SEE BLK 16

- |                             |                                 |                          |
|-----------------------------|---------------------------------|--------------------------|
| 14. DISTRIBUTION            | A. ADDRESSEES                   | B. COPIES: DRAFT / FINAL |
| E-mail Progress Reports to: | chantelle.m.korson.civ@mail.mil |                          |

Copy to: patrick.s.ruoff.civ@mail.mil

15. TOTAL:

16. REMARKS: The contractor shall submit technical reports and studies as specified in the individual work directives.

The contractor shall provide one electronic copy to the email addresses listed in Block 14 and one hard copy of the final report to the following address:

Chantelle Korson  
Ground Systems Survivability RDECOM TARDEC  
6501 E. 11 Mile Rd.  
Attn: RDTA-RS/MS263  
Warren, MI 48397-5000

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: CONTRACTORS, PROGRESS, STATUS, AND MANAGEMENT REPORTS
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-80227
5. CONTRACT REF: C.3.1
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: DD
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: D
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: SEE BLK 16
12. DATE OF FIRST SUB.: SEE BLK 16
13. DATE OF SUBS. SUB.: SEE BLK 16

14. DISTRIBUTION                      A. ADDRESSEES                      B. COPIES: DRAFT / FINAL  
E-mail Status Reports to: chantelle.m.korson.civ@mail.mil  
Copy to: patrick.s.ruoff.civ@mail.mil

15. TOTAL:

16. REMARKS: The contractor shall submit progress & status reports which indicate the progress of the work and status of the program. Progress reports shall update the COR on each of the assigned tasks, report cost, and informs of existing or potential problem areas. The first report is due 40 days after PCO signs the First Work Directive. Subsequent reports shall be delivered by the 10th of each month.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO: A004
2. TITLE OF DATA ITEM: PRODUCT DRAWINGS, MODELS, AND ASSOCIATED LISTS
3. SUBTITLE: 3-D CAD MODELS, FINITE ELEMENT ANALYSIS (FEA), AND HIGH FIDELITY PERFORMANCE COMPUTING
4. AUTHORITY: DI-SESS-81000D
5. CONTRACT REF: C.4.9.3, 4.10
6. REQUIRING OFFICE: RDTA-RA
7. DD250 REQ: DD
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: D
10. FREQUENCY: SEE BLK 16

- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUB.: SEE BLK 16
- 13. DATE OF SUBS. SUB.: SEE BLK 16

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Copy to:                              patrick.s.ruoff.civ@mail.mil

15. TOTAL:

16. REMARKS: The Contractor shall provide a drop of the 3-D CAD Models, Finite Element Analysis (FEA), and High Fidelity Performance Computing (HFPC) Results to the COR as outlined in each work directive. The COR will have thirty (30) business days to review for completeness and will either offer concurrence or request additional information to be submitted. The contractor shall have ten (10) business days to submit the finalized 3-D CAD Models, Finite Element Analysis (FEA), and High Fidelity Performance Computing (HFPC) Results to the COR, incorporating the CORs request(s).

The contractor shall deliver two separate versions of all CAD models: (i) the native CAD format (STEP files), and (ii) a Pro/Engineer compatible format.

The contractor shall provide one electronic copy to the email address listed in Block 14 and one CD containing the data to the following address:

Chantelle Korson  
Ground Systems Survivability RDECOM TARDEC  
6501 E. 11 Mile Rd.  
Attn: RDTA-RS/MS263  
Warren, MI 48397-5000

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO.: A005
- 2. TITLE OF DATA ITEM: REPORT, RECORD OF MEETING/MINUTES
- 3. SUBTITLE: MEETING MINUTES
- 4. AUTHORITY: DI-ADMN-81505
- 5. CONTRACT REF: C.5.5
- 6. REQUIRING OFFICE: RDTA-RS
- 7. DD250 REQ: DD
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED.: D
- 10. FREQUENCY: SEE BLK 16
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUB.: SEE BLK 16
- 13. DATE OF SUBS. SUB.: SEE BLK 16

14. DISTRIBUTION                      A. ADDRESSEES                      B. COPIES: DRAFT / FINAL  
E-mail Status Reports to:      chantelle.m.korson.civ@mail.mil  
Copy to:                              patrick.s.ruoff.civ@mail.mil

15. TOTAL:

16. REMARKS: A record of meeting minutes is required to be submitted within 5 days after completion of the Start of Work meeting. And all Management Review meeting held during the performance of individual work directive. The Government has 15 days to review and comment for both format and content. The contractor has 10 days after receipt of comments to incorporate and make final distribution.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A006
2. TITLE OF DATA ITEM: PERFORMANCE AND COST REPORT
3. SUBTITLE:
4. AUTHORITY: CONTRACTOR FORMAT
5. CONTRACT REF: C.3.2
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: DD
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: DD
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: SEE BLK 16
12. DATE OF FIRST SUB.: SEE BLK 16
13. DATE OF SUBS. SUB.: SEE BLK 16
  
14. DISTRIBUTION                      A. ADDRESSEES                      B. COPIES: DRAFT / FINAL  
    E-mail Status Reports to:      chantelle.m.korson.civ@mail.mil  
    Copy to:                              patrick.s.ruoff.civ@mail.mil
  
15. TOTAL:
  
16. REMARKS: The contractor shall deliver one (1) electronic copy to the email address listed in Block 14, on a monthly basis; beginning thirty (30) business days after the completion of the detailed design kickoff meeting (reference Section C.5.2). In each monthly report, the contractor shall state what costs were incurred during the previous period and what percentage and amount of the contract value remains. The contractor shall also state what percentage of the project has been completed during the report period and cumulatively to date.
  
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE: