

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 31	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0380		3. Effective Date 2013SEP25	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND PATRICK RUOFF WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) OFFICE OF NAVAL RESEARCH (ONRRO) ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104		Code N66020	

e-mail address: PATRICK.RUOFF@US.ARMY.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNIVERSITY OF DELAWARE 220 HULLIHEN HALL NEWARK, DE 19716-0099		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 015X1		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		Item 12	
		To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 1-800-756-4571 FAX 614-693-2224	Code HQ0338
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)	14. Accounting And Appropriation Data SEE SECTION G
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15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$100,000.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	19
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	31
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	13		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	14		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	17				

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

17. <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.)	18. <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.)
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer LYNN M. BYRNE LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed 2013SEP25
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

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

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Name of Offeror or Contractor: UNIVERSITY OF DELAWARE

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PATRICK RUOFF
 Buyer Office Symbol/Telephone Number: CCTA-HCB-C/(586)282-6545
 Type of Contract: Cost No Fee
 Kind of Contract: Service Contracts
 Type of Business: Other Educational
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4850 ACCEPTANCE APPENDIX	SEP/2008
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(a) Contract Number W56HZV-13-C-0380 is awarded to the University of Delaware.

(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.

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

[End of Clause]

A-2	52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

CONTINUATION SHEET

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Name of Offeror or Contractor: UNIVERSITY OF DELAWARE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>BASIC EFFORT</u> 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. (End of narrative A001)													
0001	WD 001 - UNIV OF DELAWARE													
0001AA	<u>WD 001 - BASE EFFORT</u> GENERIC NAME DESCRIPTION: WD 001 - UNIV OF DELAWARE CLIN CONTRACT TYPE: Cost No Fee PRON: R33DB143R3 PRON AMD: 01 ACRN: AA AMS CD: 778045.E25 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table border="0" data-bbox="261 1234 771 1312"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>25-SEP-2014</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	25-SEP-2014	1	LO		\$ 100,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	25-SEP-2014												
1000	<u>DATA ITEM</u> GENERIC NAME DESCRIPTION: CDRLS Data Item as set Forth in Contract Data Requirements List (CDRL), DD Form 1423, referred to Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination	1	LO		\$ ** NSP **									

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: UNIVERSITY OF DELAWARE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 AS REQUIRED</p> <p><u>CONTRACT MANPOWER REPORT</u></p> <p>Contracting Manpower Reporting (CMR) requirement as described in FAR Clause 52.237-4000. (End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH _____ PERF COMPL _____ <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 AS REQUIRED</p>	1	LO		\$ ** NSP **

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Name of Offeror or Contractor: UNIVERSITY OF DELAWARE**B.1** ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost to the Government for performance of Level-of-Effort (LOE) work hours under the Contract is set forth in Section B. In consideration of performance of the work hours specified, the Government will pay the Contractor the Estimated Cost amount shown opposite each CLIN awarded. The amount shown shall constitute the estimated cost for purpose of the Contract Clause entitled Limitation of Cost, FAR 52.232-20 (APR 1984), but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

B.1.3 The estimated costs are based upon the Contractor's furnishing the specified level-of-effort during the period set forth in Section B and F. To support payment for work performed under this contract, the Contractor shall state on each voucher submitted the level of effort expended on each sub-CLIN and shall certify that the level-of-effort has been expended in the accomplishment of work called for by this contract. The Contractor may submit public vouchers bi-weekly for payment of the level-of-effort work under this contract. Expenditure of labor hours in excess of this amount is not authorized.

B.2 NOTIFICATION REGARDING FUNDING OR HOURS

B.2.1 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. To the extent consistent with law, regulation, and customer requirements, the PCO will determine whether Work Directives projecting an overrun can be used to offset those projecting an underrun.

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.6,(c) 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.2.4 OVERRUNS/UNDERRUNS: In general, the Government will address both overruns and underruns via the Limitation of Cost General Provision of the contract. To the extent consistent with law, regulation, and customer requirements, the PCO will determine whether Work Directives projecting an overrun can be used to offset those projecting an underrun.

B.3 RATE SCHEDULE

B.3.1 For the total available hours (Basic and Options) under this contract, the contractor shall price this effort in accordance with the rate schedule set forth below.

B.3.1.1 ENGINEER/TECHNICIAN RATE:

If the date of the basic award
or option exercise falls on
or between: _____

The applicable Hourly Labor Rates are:

Program Year 1	
Award Date 2013 - 30 Sep 2014	\$74.56
Program Year 2	
01 Oct 2014 - 30 Sep 2015	\$75.67
Program Year 3	
01 Oct 2015 - 30 Sep 2016	\$76.43

B.4 HOURS AND FUNDING TRACKING

B.4.1 For tracking purposes, a cumulative total of all hours and funding obligated for all Work Directives awarded on the contract is specified below.

B.4.2 Total level of effort hours awarded on the contract to date: 465

B.4.3 Total obligated funding awarded on contract to date: \$100,000

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*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor: UNIVERSITY OF DELAWARE**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE OF WORK:**

C.1.1 The purpose of this contract is for the contractor to provide engineering services to further the development and implementation of composite materials into Army platforms. The contractor shall perform work to advance the capabilities of novel and cost effective methods to manufacture and join composite materials. The contractor shall work on reducing system and component weights utilizing composite materials, while also maximizing manufacturing throughput by implementing automated processes and procuring the necessary equipment used by industry where appropriate. The contractor shall perform work on fastening and joining mechanisms for composite materials, particularly the applications of these to the Army platforms.

C.2 OVERVIEW and GENERAL TASKS/EFFORTS

C.2.1 Overview: This program intends to leverage work performed under Contract W56HZV-07-C-0142 and the Automated Joint Trade Study Cooperative Agreement W911NF-07-2-0026.

C.2.2 Tasks/efforts: The following are the tasks/efforts required of the Contractor under this LOE contract. This list is not all inclusive.

- (1) General Engineering
- (2) Modeling and Simulation (M&S)
- (3) Design and Engineering Analysis
- (4) Engineering Drawings
- (5) Processing
- (6) Optimization
- (7) Testing and Test Support

C.3 GENERAL ENGINEERING: The Contractor shall conduct design or redesign efforts in accordance with standard commercial practices. Work directives may include: feasibility and trade-off studies; concepts; market studies; design efforts; redesign efforts; re-engineering efforts; development of hardware; fabrication of hardware, software and prototypes; as well as testing, as necessary. The Contractor shall fabricate, procure, install or otherwise provide, on a limited basis, hardware (prototype, development or off-the-shelf) or components, kits and assemblies, tooling, assembly equipment, that may be required to support Work Directive activity. The Contractor shall conduct applied research, develop conceptual and advanced concepts, develop engineering designs, fabricate prototype hardware, design test equipment, and perform laboratory, field and vehicle tests as necessary to conduct and support research and development of composite structures, kits, assemblies, etc. for Army vehicles. The Contractor shall utilize knowledge gained from previous contracts with the Government and the Automated Joint Trade Study to develop and design automated processes and manufacturing technologies for composite materials. The Contractor shall provide necessary qualified personnel to support engineering data, test planning and technical exchange meetings as required by each Work Directive. The work performed may also include engineering support for system development.

C.3.1 MODELING and SIMULATION (M&S): The Contractor shall utilize standard modeling and simulation (M&S) tools, including: Computer Aided Design (CAD), Computer Aided Manufacturing (CAM), and Finite Element Analysis (FEA).

C.3.2 DESIGN AND ENGINEERING ANALYSIS: The Contractor shall be responsible to see that all analyses, as required by Work Directive, are conducted in accordance with standard commercial practices and may include: structural analysis; fatigue analysis; failure analyses; cost, schedule and performance analyses.

C.3.3 ENGINEERING DRAWINGS:

C.3.3.1 The Contractor shall prepare and maintain engineering drawings, specifications, and other technical data comprising the configuration baseline for Government approved projects under this Contract.

C.3.3.2 The Contractor shall provide exploded view drawings of hardware and assemblies when requested by work directive.

C.3.3.3 In order to expedite and make for a robust technical data package (TDP) the Contractor shall provide to the Government: 3-Dimensional drawings, CAD drawings that are accompanied by all data needed to have full control of the CAD files, and 2-Dimensional drawings when required by applicable Work Directive.

C.3.4 PROCESSING

C.3.4.1 Process Development: The Contractor shall develop all necessary processes to complete tasks pursuant to an issued Work Directive.

C.3.5 OPTIMIZATION

C.3.5.1 In accordance with the TACOMs Long Term Armor Strategy (LTAS), the Contractor shall structurally analyze composite structures

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or armor structures, and study processes to manufacture composite armor materials to ensure that the integration of add-on-armor is optimized with the lowest cost manufacturing processes.

C.3.5.2 The Contractor shall optimize the composite structures generated under this contract to be manufactured using low cost tooling and processes.

C.4 TESTING AND TEST SUPPORT

C.4.1 The Contractor shall conduct all tests in accordance with standard commercial practices, unless otherwise directed through work directive. These tests shall include: fatigue testing; structural testing; static, dynamic and cyclic loading; tensile testing; compression testing; fracture toughness; other standard commercial tests; and any tests required by applicable work directive.

C.4.2 If testing is required or desired to be performed at a Government facility or proving ground the Contractor shall be responsible for making all the necessary arrangements for said tests.

C.5 PROGRAM MANAGEMENT

C.5.1 Data Deliverables: As specified in Exhibit A, DD Form 1423 Contract Data Requirements List (CDRL), data items # A001, A002, A003, A004, A005, A006, A007, A008, A009, A010, and A011: The Contractor shall prepare, reproduce, assemble, package and deliver data items, including monthly progress and status reports (costs, schedule, contractual management and work directive status), work directive final reports, conference and meeting minutes, work breakdown structure, product drawings, software, and presentation materials.

C.5.1.1 Scientific and Technical Reports, subtitled Work Directive Final Reports: The Contractor shall submit Work Directive Final Reports in accordance with data item A001. The reports shall describe to the analytical and scientific community the precise nature and results of the tasks pursued under the Work Directive. The discussion shall describe the technical issues pertinent to the task completely and detail the necessary steps, if any, required to further improve the item or study requested in the Work Directive.

C.5.1.2 Briefing Materials: The Contractor shall deliver presentation materials upon request and within fourteen (14) days of the request, in accordance with data item A002.

C.5.1.3 Meeting Minutes, subtitled Report, Record of Meeting Minutes: The Contractor shall prepare and provide meeting minutes in accordance with data item A003. The Contractor shall develop, generate and provide minutes that document technical information, program information, and data required to record decisions and agreements reached during COR meetings, any meetings with Government personnel, meetings with subcontractors, and email or telephone discussions during which conclusions or program direction decisions are made, or new information is discovered or clarified.

C.5.1.4 Progress Report (Studies): The Contractor shall submit bi-weekly reports in accordance with data item A004. These reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor, in terms of schedule and performance, in accomplishing assigned tasks, under Work Directive.

C.5.1.5 Contract Work Breakdown Structure: The Contractor shall develop and submit to the COR at the Start of Work Meeting a Work Breakdown Structure (WBS) that depicts all tasks and materials, and costs for the Work Directive task IAW CDRL A005. Cost for each WBS down to level three shall be provided monthly as part of the Cost Performance Report under Section C.5.1.6.

C.5.1.6 Integrated Master Schedule and Program Management Report: The Contractor shall deliver Integrated Master Schedule in accordance with data item CDRL A006, as indicated by the applicable Work Directive.

C.5.1.7 Conference Agenda for Design Reviews (A007). During the course of this Contract, there shall be Design Reviews as required and one Final Technical Review where the Contractor shall present the progress of work being performed and to resolve issues relating to End-to-End Manufacturing Technology. Time, attendees, agenda, and action item lists shall be agreed upon by the Contractor and COR. The Contractor shall provide presentations hand outs five (5) days before meetings for COR review in the Contractor format. The contractor shall provide engineering CAD drawings in SolidWorks, Pro-E or STEP file format five (5) days prior to Design Reviews. The contractor shall document and report a range of applicable adhesives, resins and materials that can be used in the automated pilot line outlined in the applicable Work Directive five (5) days prior to Design Reviews. The Contractor shall publish all presentations and reports to the survivability Advanced Collaborative Environment (ACE).

C.5.1.8 Contract Funds Status Report in accordance with CDRL A008. The contractor shall submit a detailed monthly report on obligation and disbursement of funds. The Contractor shall submit all presentations and reports to the COR through the Survivability Advanced Collaborative Environment (ACE).

C.5.1.9 Product Drawings/Models and Associated Lists: The Contractor shall deliver Product Drawings/Model and Associated Lists in accordance with CDRL A009. The Contractor shall deliver these material as indicated by the applicable Work Directive.

C.5.1.10 Coordinated Test Plan: The Contractor shall deliver a test plan as indicated by applicable Work Directive (CDRL A010).

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C.5.2 Access to Data: The Contractor agrees to provide access to all records and data. The Government shall have the right to access all records and data, to require delivery of any such records and data and to retain any delivered records and data.

C.5.3 Advanced Collaborative Environment (ACE): The Contractor shall use the existing government furnished Advanced Collaborative Environment from TARDEC to facilitate all collaboration and information sharing between Composite Structures Initiative & Automated Armor Manufacturing participants when required under applicable work directive. The TARDEC ACE is based on PTCs Windchill suite. The ACE will be used as an information sharing/collaboration environment that provides controlled, distributed access to all designated Composite Structures Initiatives and product information, both released and in work, and work flows to facilitate the programs business processes. The ACE will be the single authoritative source for all designated Composite Structures Initiative & Automated Armor Manufacturing information. The ACE will be used by all designated Composite Structures Initiative participants including subcontractors, as necessary, to facilitate real-time distribution and controlled access during program execution (beginning day 1). The Information types that will be managed by the ACE include documents/reports, program management data, meeting-related information, modeling and simulation/analysis data, productdata/Technical Data Packages, manufacturing information, and test data, in accordance with the programs data classification guide. The ACE will provide iteration histories and multiple levels of access control for all managed information. The ACE will also enable both desktop computer visualization and virtual design reviews of product data. The collaboration features will support focused tasks to be isolated (data and invited participants) within separate activities/projects from the larger program-level context and support threaded discussions, local actions, and in-workfiles.

C.6 MEETINGS

C.6.1 The post-award Start of Work meeting shall be convened by the Contractor within fifteen (15) days after the contract award at the Contractors facility or the Governments facility at the COTRs determination.

C.6.2 The Contractor shall provide administrative support, such as coordination of the meeting, scheduling the location, preparation of information being presented and providing minutes. Management meetings between the Government and the Contractor may be required as indicated by work directive. Location of these meetings may alternate between TARDEC and the Contractors facility at the Governments option.

C.6.3 The Contractor shall conduct conference calls as necessary to complete each work directive. The Contractor shall conduct project reviews at the Contractors facility, sub-contractor/vendor facility or any Government facility as detailed in each work directive. The Contractor shall attend and take part in those meetings and prepare minutes per data item A003 of CDRL DD Form 1423. An agenda will be coordinated between TARDEC and the Contractor prior to contractor hosted reviews and shall include information per Section H.3.

C.6.4 Meeting minutes are due within four (4) working days following a meeting, as specified in Exhibit A, per DD form 1423 Contract Data Requirements List, data item A003. The Contractor shall develop/generate minutes that document technical information and data required to record decisions and agreements reached during meetings to include: meetings with Government personnel, meeting with sub-contractors, E-mail or telephone discussions during which conclusion or program direction decisions are made, or new information is discovered or clarified.

C.7 SECURITY CLEARANCES

C.7.1 Some Contractor personnel may require a security clearance during the execution of this LOE contract. The Contractor shall submit a list to the COR containing the Contractors recommendations for individuals whom the Contractor deems necessary to obtain a security clearance after award of this contract, if such a clearance becomes required. The COR will review and approve the list, but retains the unilateral right to add, delete, or change any of the recommendations. The Contractor shall secure information in accordance with DoDD 5220.22-M. If a task requires a security clearance, a contract security classification specification, DD Form 254, shall accompany that particular Work Directive. The Contractor shall provide working level personnel and management with the appropriate levels of security clearance (at least a secret security clearance) necessary to perform classified tasks.

C.7.2 Notwithstanding anything to the contrary in section C.7.1, the Contractor shall be required to have a classified facility; to perform classified research; or to receive classified materials.

C.7.3 Export Control. No aspects of the Export Control laws and regulations can be waived or are waived by virtue of this contract. The contractor is advised that the responsibility to comply with export control requirements belongs solely to the contractor.

C.7.4 All Contractor personnel must maintain a favorable background investigation before accessing TARDEC databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. All information developed under the individual Work Directive belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not release any information or data to third parties without the express written approval of the Contracting Officer. The Contractor shall have access to the government data for the accomplishment of work under this agreement. Contractors shall conform to all Security requirements as specified in each Work Directive and detailed in the DD Form 254 (if required). A separate DD254 is required for all Work Directives involving access to classified information.

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*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

D.1 PACKAGING & 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

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<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 RESERACH AND DEVELOPMENT--COST REIMBURSEMENT (MAY 2001) -- ALTERNATE I (APR 1984)	APR/1984

E.1 INSPECTION & 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

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	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-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

F.1 DELIVERIES: The Contractor shall deliver presentation materials, meeting minutes, monthly reports, performance and cost reporting, technical reports, test data, CAD models, modeling results, prototypes, assembly equipment, 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
Grounds Systems Survivability RDEC TACOM
6501 E. Eleven Mile Road
ATTN: Vladimir Gendlin, RDTA-RS/MS 255
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 total period of performance in which to exercise option hours shall be three (3) years from date of award. However, work on individual work directives may extend upon this three (3) year period.

F.4.2 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 frames 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 90,000 hours or \$10.4M.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/ LINE	MIPR/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	R33DB143R3 778045.E25	1	R.0006132.2.3	AA	\$ 100,000.00
TOTAL					\$ 100,000.00

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201320142040 A60FL 778045E25RN04 2550 L033876039 R.0006132.2.3	021001 \$ 100,000.00
TOTAL		\$ 100,000.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	021 201320142040 A60FL 778045E25RN04 2550 L033876039 R.0006132.2.3	021001

Regulatory Cite	Title	Date
G-1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

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

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

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

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

Cost Voucher

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

N/A

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(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	N66020 (ONRRO)
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.

-17-

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

(End of clause)

G-2 52.242-4016 COMMUNICATIONS

FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Vladimir Gendlin
E-mail: vladimir.gendlin.civ@mail.mil

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

ACO: Marlo Ettien
E-mail: ettienm@onr.navy.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]

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Name of Offeror or Contractor: UNIVERSITY OF DELAWARE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
Red River Army Depot: <https://acquisition.army.mil/asfi/>
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

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 89,535 direct labor hours over the three year performance period of the contract. Although the estimated number of hours per option year are estimated at 30,000 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 90,000. 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 89,535 hours.

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.

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

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SECTION I - CONTRACT CLAUSES

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-2	SECURITY REQUIREMENTS (AUG 1996) -- ALTERNATE I (APR 1984)	APR/1984
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.210-1	MARKET RESEARCH	APR/2011
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS (OCT 2010) -- ALTERNATE II (APR 1998)	APR/1998
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-21	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-22	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-23	52.216-11	COST CONTRACT--NO FEE (APR 1984) -- ALTERNATE I (APR 1984)	APR/1984
I-24	52.216-15	PREDETERMINED INDIRECT COST RATES	APR/1998
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-26	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2013
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-32	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-41	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-17	INTEREST	OCT/2010
I-46	52.232-20	LIMITATION OF COST	APR/1984
I-47	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984

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I-48	52.232-25	PROMPT PAYMENT	JUL/2013
I-49	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
I-57	52.245-1	GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE II (APR 2012)	APR/2012
I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-60	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-61	52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)	SEP/1996
I-62	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-65	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-67	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-68	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-69	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-70	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-71	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-72	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-73	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-74	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-75	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-76	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-77	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-78	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-79	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-80	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-81	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-82	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-83	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-84	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-85	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-87	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-88	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-89	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-90	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-91	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-94	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-95	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-96	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-97	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-98	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-99	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

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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 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

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(ii) In such other provisions of the contract as may be affected.

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

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

(End of Clause)

I-100

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.

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
"SUBCONTRACTS WHICH WERE EVALUATED DURING NEGOTIATIONS FOR WHICH PARAGRAPHS (c) AND (e) OF THE CLAUSE DO NOT APPLY."

I-101 252.203-7004 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.

(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:

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-1-

(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 only for contract funded by the Department of Homeland Security disaster relief funds.

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

(2) Is performed entirely outside the United States.

(End of clause)

I-102 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by TARDEC under Contract No. W56HZV-13-C-0380.

(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 TARDEC.

(End of clause)

I-103 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, 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

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<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 [] is, [X] is not a small business concern under NAICS Code _541330___ assigned to contract number __W56HZV-13-C-0380__.

(End of clause)

I-104 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	Identification No.
(If none, insert None)	

(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.

(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 --

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(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-105 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) *_____TO BE PROVIDED WITH 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-106 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

MAY/2012

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractors cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

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(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$700,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-107 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTION MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only). If a business unit of an educational institution required to submit a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for accumulating and allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets, and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement, if required, must be amended accordingly. If an accounting principle change mandated under Office of Management and Budget (OMB) Circular A-21, Cost Principles for Educational Institutions, requires that a change in the Contractors cost accounting practices be made after the date of this contract award, the change must be applied prospectively to this contract and the Disclosure Statement, if required, must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR 9905 in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under sub-division (a)(4)(i) or (a)(4)(iv) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(iv) Agree to an equitable adjustment as provided in the Changes clause of this contract, if the contract cost is materially affected by an OMB Circular A-21 accounting principle amendment which, on becoming effective after the date of contract award, requires the Contractor to make a change to the Contractors established cost accounting practices.

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(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractors award date or, if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall be inserted;

(2) This requirement shall apply only to negotiated subcontracts in excess of \$700,000; and

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-108 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-109 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-110 252.223-7001 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.

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(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-111 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-112 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

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

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

[End of Clause]

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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 (CDRLS)	01-JUL-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: UDEL
- D. SYSTEM/ITEM: Composite Materials and Automated Mfg Pilot Line
- E. CONTRACT/PR NO.: W56HZV-XX-XXXXX

- 1. DATA ITEM NO.: A001
- 2. TITLE OF DATA ITEM: Scientific and Technical Reports
- 3. SUBTITLE:
- 4. AUTHORITY: DI-MISC-80711A
- 5. CONTRACT REFERENCE: C.5.1.1
- 6. REQUIRING OFFICE: RDTA-RS
- 7. DD250 REQ: LT
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED.: See Block 16
- 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 Reports to: Vladimir.Gendlin.civ@mail.mil
 Copy to: patrick.s.ruoff.civ@mail.mil

15. TOTAL:

16. REMARKS:
Scientific and Technical Reports document and disseminate the precise nature and results of the analytical studies, research, development, test and evaluation (RDT&E) on an assigned task(s) to the analytical, scientific, technical, and management community. Scientific and Technical Reports may be definitive for the subject presented, exploratory in nature, or an evaluation of critical subsystem or technical problem. Report requirements applicable by work directive

BLK 14 - Distribution
The Contractor shall deliver one (1) copy to the COR through the survivability Advanced Collaborative Environment (ACE).

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

- 1. DATA ITEM NO.: A002
- 2. TITLE OF DATA ITEM: BRIEFING MATERIAL
- 3. SUBTITLE: START OF WORK MEETING
- 4. AUTHORITY: DI-MIGMT-81605
- 5. CONTRACT REF: C.5.1.2
- 6. REQUIRING OFFICE: RDTA-RS
- 7. DD250 REQ: N/A
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED.: SEE BLK 16
- 10. FREQUENCY: SEE BLK 16
- 11. AS OF DATE: SEE BLK 16

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15. TOTAL:

16. REMARKS:

The Contractor shall conduct a Kick-Off/Start of Work Meeting within fifteen (15) Days After Contract Award (DAC). The contractor shall also conduct the Preliminary Design Review and the Final Technical Review. The location, date of the meeting and agenda shall be requested by the contractor and approved by the COR. The Contractor shall present an overview of its entire contractual effort to include: schedule, engineering, logistics planning, risk management, quality assurance and configuration management. The Contractor shall provide presentation hand outs three (5) days before the meeting for government review in contractor format. The Contractor shall submit all presentations and reports to the COR through the Survivability Advanced Collaborative Environment (ACE).

BLK 14 - Distribution

The Contractor shall submit one (1) copy to the COR through the Survivability Advanced Collaborative Environment (ACE) three (3) days prior to the Start of Work Meeting.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: REPORT, RECORD OF MEETING MINUTES
3. SUBTITLE:
4. AUTHORITY: DI-ADMIN-81505
5. CONTRACT REF: C.5.1.3
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: SEE BLK 16
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: SEE BLK 16
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15. TOTAL:

16. REMARKS:

- a. Meeting minutes to be recorded and reported in accordance with (IAW) Data Item Description (DID) DI-ADMN-81505 for each of the following meetings:
-Start of Work Meeting
-Bi-weekly Progress Meeting
-Preliminary Design Review
-Final Technical Review

BLK 10, 11, 12 - Meeting minutes shall be recorded for the Start of Work meeting and the in-person progress reports as indicated in the Statement of Work. Meeting minutes shall be submitted to the COR within 7 calendar days of each meeting indicated above.

BLK 14 - Distribution

The Contractor shall deliver one (1) copy to the COR through the survivability Advanced Collaborative Environment (ACE).

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO: A004
2. TITLE OF DATA ITEM: PROGRESS REPORT
3. SUBTITLE: Bi-Weekly Progress Report
4. AUTHORITY: DI-ADMIN-81313A
5. CONTRACT REF: C.5.1.4
6. REQUIRING OFFICE: RDTA-RA
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: D
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: SEE BLK 16
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13. DATE OF SUBS. SUB.: SEE BLK 16

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15. TOTAL:

16. REMARKS:

The Contractor shall provide bi-weekly situation reports (SITREPs) in their own format, on the technical and contractual status, to the survivability ACE by COB Friday bi-weekly. The reports shall include, significant accomplishments during the past two (2) weeks, and, significant goals for the next two (2) weeks.

BLK 14 - Distribution

The Contractor shall deliver one (1) copy to the COR through the survivability Advanced Collaborative Environment (ACE).

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM: CONTRACT WORK BREAKDOWN STRUCTURE
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-81334D
5. CONTRACT REF: C.5.1.5
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: SEE BLK 16
10. FREQUENCY: SEE BLK 16
11. AS OF DATE: SEE BLK 16
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15. TOTAL:

16. REMARKS:

The Contractor shall submit a Work Breakdown Structure 30 days after award of each Work Directive and shall be updated and submitted monthly.

BLK 14 - Distribution

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

- 1. DATA ITEM NO.: A006
- 2. TITLE OF DATA ITEM: INTEGRATED MASTER SCHEDULE
- 3. SUBTITLE:
- 4. AUTHORITY:
- 5. CONTRACT REF: C.5.1.6
- 6. REQUIRING OFFICE: RDTA-RS
- 7. DD250 REQ: N/A
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED.: SEE BLK
- 10. FREQUENCY: MONTHLY
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUB.: SEE BLK 16
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- 15. TOTAL:

- 16. REMARKS:
An Integrated Master Schedule is required when using EVMS Guidelines.

The Contractor shall submit an Integrated Master Schedule (IMS), that defines tasks, identifies milestones, and related Components. The IMS is due 30 days after contract award and shall be updated and submitted monthly with the Contract Performance Report (CDRL A0006).

BLK 14 - Distribution

The Contractor shall deliver one (1) copy to the COR through the survivability Advanced Collaborative Environment (ACE).

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

- 1. DATA ITEM NO.: A007
- 2. TITLE OF DATA ITEM: CONFERENCE AGENDA
- 3. SUBTITLE: DESIGN REVIEWS
- 4. AUTHORITY: DI-ADMIN-81429A
- 5. CONTRACT REF: C.5.1.7
- 6. REQUIRING OFFICE: RDTA-RS
- 7. DD250 REQ: N/A
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED.: SEE BLK
- 10. FREQUENCY: SEE BLK 16
- 11. AS OF DATE: SEE BLK 16
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- 15. TOTAL:

16. REMARKS:

During the course of this Contract, there shall be Critical Design Reviews as required, and one Final Technical Review where the Contractor shall present the progress of work being performed and to resolve issues relating to End-to-End Survivability Technology. Time, attendees, agenda, and action item lists shall be agreed upon by the Contractor and COR. The Contractor shall provide presentations hand outs five (5) days before meetings for COR review in the Contractor format. The Contractor shall publish all presentations and reports to the survivability Advanced Collaborative Environment (ACE).

BLK 14 - Distribution

The Contractor shall submit one (1) copy to the COR through the survivability Advanced Collaborative Environment (ACE) for each required meeting.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A008
2. TITLE OF DATA ITEM: CONTRACT FUNDS STATUS REPORT
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-81468
5. CONTRACT REF: C.5.1.8
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: SEE BLK
10. FREQUENCY: MONTHLY
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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15. TOTAL:

16. REMARKS:

The contractor shall submit a detailed monthly report on obligation and disbursement of funds. The Contractor shall submit all presentations and reports to the COR through the Survivability Advanced Collaborative Environment (ACE).

BLK 14 - Distribution

The Contractor shall submit one (1) copy to the COR through the survivability Advanced Collaborative Environment (ACE) for each required meeting .

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A009
2. TITLE OF DATA ITEM: PRODUCT DRAWINGS, MODELS, AND ASSOCIATED LISTS
3. SUBTITLE:
4. AUTHORITY: DI-SESS-8100Rev E
5. CONTRACT REF: C.5.1.9
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: SEE BLK
10. FREQUENCY: AS REQ
11. AS OF DATE: SEE BLK 16
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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 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, FEA and HFPC results to the COR incorporating the CORs request(s).

The contractor shall deliver two separate versions of the CAD Models (i) the native CAD format (STEP Files) and (ii) a Pro Engineer or Solidworks compatible format.

The contractor shall provide one electronic copy and one CD containing the data to the following address:

Vladmir Gendin
Ground Systems Survivability RDECOM TARDEC
6501 E 11 Mile Rd.
ATTN: RDTA-RS/MS 255
Warren, MI 48397-5000

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A010
2. TITLE OF DATA ITEM: COORDINATED TEST PLAN
3. SUBTITLE:
4. AUTHORITY: DI-MGNT-80937
5. CONTRACT REF: C.5.1.10
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: N/A
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: SEE BLK
10. FREQUENCY: AS REQ
11. AS OF DATE: SEE BLK 16
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15. TOTAL:

16. REMARKS:

The Contractor shall deliver a test plan as indicated by work directive.

BLK 14 - Distribution

The Contractor shall submit one (1) copy to the COR through the survivability Advanced Collaborative Environment (ACE) for each required meeting.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: