

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 37	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0390		3. Effective Date 2013SEP23	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND MONTY MCCLELLAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) OFFICE OF NAVAL RESEARCH CHICAGO REGIONAL OFFICE 230 SOUTH DEARBORN STREET, ROOM 380 CHICAGO, IL 60605-1595		Code N62880	

e-mail address: MONTY.MCCLELLAND@US.ARMY.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MILWAUKEE SCHOOL OF ENGINEERING 1025 N BROADWAY MILWAUKEE, XX 53202-3109		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 3L782		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS COLUMBUS-NAVY ACQUISITION 3990 E BROAD STREET BLDG 21 P.O. BOX 369021 COLUMBUS OH 43213	
		Code HQ0251	

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 →					\$259,836.00

(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	30
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	17	X	J	List of Attachments	37
X	D	Packaging and Marking	22	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	23		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	24		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	25		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	28				

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 JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed 2013SEP23
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 37
	PIIN/SIIN W56HZV-13-C-0390 MOD/AMD	

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MONTY MCCLELLAND
 Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9750
 Type of Contract: Firm Fixed Price
 Kind of Contract: Research and Development Contracts
 Type of Business: Other Educational
 Surveillance Criticality Designator: C
 Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0423

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

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

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

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

(e) Note to offerors:

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

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

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	PIIN/SIIN W56HZV-13-C-0390 MOD/AMD	

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

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

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

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

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

End of Provision

A-2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

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

[End of Provision]

A-3 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0390 MOD/AMD

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS TEST PLAN Invoicing to coincide with completion of Milestones 1-14 listed below: 1 - COR approved Test Plan - CLIN 0001AA 2 - Completion of 1st fluid testing - CLIN 0001AB 3 - Completion of 2nd fluid testing - CLIN 0001AC 4 - Completion of 3rd fluid testing - CLIN 0001AD 5 - Completion of 4th fluid testing - CLIN 0001AE 6 - Completion of 5th fluid testing - CLIN 0001AF 7 - Completion of 6th fluid testing - CLIN 0001AG/1AH 8 - Completion of 7th fluid testing - CLIN 0001AJ 9 - Completion of 8th fluid testing - CLIN 0001AK 10 - Completion of 9th fluid testing - CLIN 0001AL 11 - Completion of 10th fluid testing - CLIN 0001AM 12 - Completion of 11th fluid testing - CLIN 0001AN 13 - Completion of 12th fluid testing - CLIN 0001AP 14 - Completion of 13th fluid testing and delivery of Final Report - CLIN 0001AQ (End of narrative B002)													
0001AA	<u>EEHF TEST PLAN</u> GENERIC NAME DESCRIPTION: TEST PLAN CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ042R3 PRON AMD: 01 ACRN: AA AMS CD: 633005441 The contractor shall deliver the Test Plan IAW Scope of Work Section C.4.1. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td></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>20-NOV-2013</td> </tr> </table> <p style="text-align: right; margin-right: 50px;">\$ 13,000.00</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-NOV-2013	1	LT		\$ 13,000.00
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	20-NOV-2013												
0001AB	<u>FLUID TESTING</u>	1	LT		\$ 18,000.00									

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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<p>GENERIC NAME DESCRIPTION: FLUID - PROTOTYPE PER C.2.1 CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ042R3 PRON AMD: 01 ACRN: AA AMS CD: 633005441</p> <p>The Contractor shall complete testing of fluid #3 'Energy efficient prototype developed per C.2.1' IAW Scope of Work Sections C.2.1 thru C.2.2.4.</p> <p>(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 QUANTITY DATE</u> 001 1 20-MAR-2015</p> <p>\$ 18,000.00</p>	1	LT		\$ 18,000.00
0001AF	<p>GENERIC NAME DESCRIPTION: FLUID - MIL-PRF-2104 SAE 10 CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ042R3 PRON AMD: 01 ACRN: AA AMS CD: 633005441</p> <p>The Contractor shall complete testing of fluid #4 'MIL-PRF-2104 SAE 10' IAW Scope of Work Sections C.2.1 thru C.2.2.4.</p> <p>(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 QUANTITY DATE</u> 001 1 20-MAR-2015</p> <p>\$ 18,000.00</p>	1	LT		\$ 18,000.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0390 MOD/AMD

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>GENERIC NAME DESCRIPTION: FLUID-MIL-PRF-2104 SAE 15W/40 CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ042R3 PRON AMD: 01 ACRN: AA AMS CD: 633005441</p> <p>The Contractor shall complete testing of fluid #5 'MIL-PRF-2104 SAE 15W/40' IAW Scope of Work Sections C.2.1 thru C.2.2.4.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></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>20-MAR-2015</td> </tr> </table> <p style="text-align: right;">\$ 18,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2015				
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001	1	20-MAR-2015												
0001AG	<p><u>FLUID TESTING</u></p>	1	LT		\$ 5,000.00									
	<p>GENERIC NAME DESCRIPTION: FLUID - MIL-PRF-46167D PART 1 CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ042R3 PRON AMD: 01 ACRN: AA AMS CD: 633005441</p> <p>The Contractor shall complete testing of fluid #6 'MIL-PRF-46167D' IAW Scope of Work Sections C.2.1 thru C.2.2.4.</p> <p>Funding for this fluid testing split between CLINS 0001AG and 0001AH.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></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>20-MAR-2015</td> </tr> </table> <p style="text-align: right;">\$ 5,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2015				
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001	1	20-MAR-2015												
0001AH	<p><u>FLUID TESTING</u></p>	1	LT		\$ 13,000.00									

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0390 MOD/AMD

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001AK	<p><u>FLUID TESTING</u></p> <p>GENERIC NAME DESCRIPTION: FLUID - POWERTRAIN CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ043R3 PRON AMD: 01 ACRN: AB AMS CD: 622601H91</p> <p>The Contractor shall complete testing of fluid #8 'Single Common Powertrain Lubricant' IAW Scope of Work Sections C.2.1 thru C.2.2.4.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001 1</td> <td>20-MAR-2015</td> </tr> </table> <p style="text-align: right;">\$ 18,000.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 1	20-MAR-2015	1	LT		\$ 18,000.00
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001 1	20-MAR-2015										
0001AL	<p><u>FLUID TESTING</u></p> <p>GENERIC NAME DESCRIPTION: FLUID - MIL-PRF-32073 GRADE 4 CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ043R3 PRON AMD: 01 ACRN: AB AMS CD: 622601H91</p> <p>The Contractor shall complete testing of fluid #9 'MIL-PRF-32073, Grade 4' IAW Scope of Work Sections C.2.1 thru C.2.2.4.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001 1</td> <td>20-MAR-2015</td> </tr> </table> <p style="text-align: right;">\$ 18,000.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 1	20-MAR-2015	1	LT		\$ 18,000.00
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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001AP	<p><u>FLUID TESTING</u></p> <p>GENERIC NAME DESCRIPTION: FLUID -CHEVRON SYNTHETIC AW46 CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ043R3 PRON AMD: 01 ACRN: AB AMS CD: 622601H91</p> <p>The Contractor shall complete testing of fluid #12 'Chevron Synthetic AW 46' IAW Scope of Work Sections C.2.1 thru C.2.2.4.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></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>20-MAR-2015</td> </tr> </table> <p>\$ 18,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2015	1	LT		\$ 18,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	20-MAR-2015												
0001AQ	<p><u>FLUID TESTING & FINAL REPORT</u></p> <p>GENERIC NAME DESCRIPTION: FLUID - MIL-PRF-2104 SAE 10 CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33KJ043R3 PRON AMD: 01 ACRN: AB AMS CD: 622601H91</p> <p>The Contractor shall complete testing of fluid #13 'MIL-PRF-2104 SAE 10' IAW Scope of Work (SOW) Sections C.2.1 thru C.2.2.4. and provide Final Report IAW SOW C.4.4.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></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>20-MAR-2015</td> </tr> </table> <p>\$ 30,836.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2015	1	LT		\$ 30,836.00
DLVR SCH		PERF COMPL												
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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
1002	<p><u>(UNEXERCISED) OPTION 1</u></p> <p>GENERIC NAME DESCRIPTION: EEHF TESTING CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall furnish all the supplies and services to accomplish the Scope of Work described in Section C.9.</p> <p>The firm fixed price as agreed upon for this effort is set at \$120,012.00.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></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>20-MAR-2016 (E)</td> </tr> </table> <p>\$ 120,012.00</p> <p>(E) = Estimated</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2016 (E)	1	LT		\$ 120,012.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	20-MAR-2016 (E)												
1003	CONTRACT DATA REQUIREMENTS LIST (CDRL)													
1003AA	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423, hereinafter referred to as Attachment 0001.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></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>20-MAR-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2015	1	LT		\$ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	20-MAR-2015												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0390 MOD/AMD

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
1004	CONTRACTOR MANPOWER REPORTING													
1004AA	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>The Contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor Manpower Reporting".</p> <p>Unit Identification Code (UIC): W4GHAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></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>20-MAR-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-MAR-2015	1	LT		\$ <u> ** NSP **</u>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	20-MAR-2015												
1005	DD FORM 882 REPORT OF INVENTIONS													
1005AA	<p><u>DD FORM 882 REPORT OF INVENTIONS</u></p> <p>The contractor shall submit a Report of Inventions and Subcontracts, DD Form 882, within three (3) months after contract completion in accordance with Section I DFARS clause 252.227-7039. A copy of the form can be obtained at:</p> <p>http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> </table>	DLVR SCH		PERF COMPL	1	LT		\$ <u> ** NSP **</u>						
DLVR SCH		PERF COMPL												

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-C-0390 **MOD/AMD**

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<table><tr><td data-bbox="272 281 354 296"><u>REL CD</u></td><td data-bbox="464 281 561 296"><u>QUANTITY</u></td><td data-bbox="672 281 737 296"><u>DATE</u></td></tr><tr><td data-bbox="298 306 328 321">001</td><td data-bbox="496 306 509 321">1</td><td data-bbox="643 306 766 321">20-JUN-2015</td></tr></table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-JUN-2015				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	1	20-JUN-2015									

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0390 MOD/AMD	Page 16 of 37
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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

B.1 The payments under this contract are to be in accordance with (IAW) the subCLINs. SubCLINs 0001AA, 0001AB, 0001AC, 0001AD, 0001AE, 0001AF, 0001AG, 0001AH, 0001AJ, 0001AK, 0001AL, 0001AM, 0001AN, 0001AP, and 0001AQ are set up to pay the contractor as follows: subCLIN 0001AA - upon initial test plan approval IAW C.4.1; subCLINs 0001AB-0001AP - upon completion of each separate fluid testing; subCLIN 0001AQ - upon completion of the final fluid testing along with delivery of the final report IAW C.4.4.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

This statement of work defines the tasks required of the contractor to support the U.S. Army RDECOM/TARDEC Fuels and Lubricants Program. Specific task requirements and deliverables are described below.

C.2 TASKS/REQUIREMENTS

The contractor shall provide the following hydraulic technical support for the US Army RDECOM/TARDEC Fuels and Lubricants Program, including participation in technical discussions / meetings and specific technical tasks necessary to support the Fuels and Lubricants Program.

C.2.1 The contractor shall develop and source the additives for a prototype military-quality energy efficient hydraulic fluid.

C.2.1.1 The prototype fluid shall be a modified version of MIL-PRF-46170 that incorporates shear stable viscosity index improvers to increase pump volumetric efficiency at high temperatures (100\ 'b0C and above).

C.2.1.2 The prototype fluid shall have enhanced boundary friction properties relative to conventional hydraulic fluids to increase hydraulic motor mechanical efficiency.

C.2.1.3 The contractor shall provide viscometric and shear stability data for the prototype fluid as appropriate for products that will be used as hydraulic fluids. Test methods shall include but not limited to ASTM D445 and ASTM D5621. The contractor shall prepare a research test plan which lists the properties and test methods that will be used to evaluate the prototype fluid. A proposed timeline should also be included in the test plan. The contractor shall provide this research test plan to the government COR for approval. (CDRL A001)

C.2.1.4 The contractor shall provide 4 liters of the prototype fluid to the COR for analysis not later than 16 months after award (reference C.4.3 below).

C.2.1.5 The contractor shall not develop a specification for the prototype fluid nor assess the appropriateness of the prototype fluid to meet military requirements.

C.2.2 The contractor shall evaluate the efficiency per Section C.2.2.3 of the following thirteen (13) fluids in a BoschRexroth A10VS0 axial piston pump. Test results shall be compared to a MIL-PRF-2104 SAE 10 reference fluid. The test sequence of the 13 fluids is shown below.

1. MIL-PRF-2104 SAE 10
2. MIL-PRF-46170
3. Energy efficient prototype developed per C.2.1
4. MIL-PRF-2104 SAE 10
5. MIL-PRF-2104 SAE 15W/40
6. MIL-PRF-46167D
7. MIL-PRF-2104 SAE 10
8. Single Common Powertrain Lubricant
9. MIL-PRF-32073, Grade 4
10. MIL-PRF-2104 SAE 10
11. Mobil DTE 10 EXCEL 46
12. Chevron Synthetc AW 46
13. MIL-PRF-2104 SAE 10

C.2.2.1 For each fluid the overall pump performance will be determined under the following conditions.
Two temperatures: 50 & 80C

Three speeds: 1000, 1600, and 2200 RPM

Four displacements: 25% 50% 75% 100% approximate

Six pressures: 1000 1500 2000 2500 3000 3500 psi

C.2.2.2 The following parameters will be measured.

- Pump output flow rate (Qp)
- Pump case drain and remote pressure compensator flow rate (QL)
- Pump speed (N)
- Pump torque (TQ)
- Pump inlet pressure (PI)
- Pump outlet pressure (PO)
- Efficiency ?

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

C.2.2.3 Efficiency will be determined using the following ratios:

$$nO = \frac{(Po - PI) * (QP) * 36.77}{(N * TQ)}$$

Overall Efficiency

$$nV = \frac{QP}{QP + QL}$$

Volumetric Efficiency

$$nM = \frac{nO}{nV}$$

Mechanical Efficiency

C.2.2.4 Axial piston pump overall efficiency shall be reported graphically as a function of flow rate and pressure (CDRL A002 and A003).

C.3 MEETINGS

C.3.1 The contractor shall conduct a start of work meeting within 15 days after contract award, and shall coordinate with the COR to arrange a mutually acceptable date and time. The meeting shall take place at RDECOM/TARDEC, Warren, MI.

C.3.2 The contractor shall schedule and conduct a teleconference with the COR every 60 calendar days at a mutually acceptable date and time. At each teleconference, the contractor shall discuss the current status of testing and summarize the findings and results since the previous teleconference.

C.3.3 The contractor shall conduct a final meeting to discuss final results. The final meeting shall take place at contractors location at a mutually acceptable date and time.

C.4 DELIVERABLES

C.4.1 Test Plan: The contractor shall provide a test plan to include a proposed timeline for tasks outlined in C.2.1 and C.2.2. The contractor shall provide the proposed test plan to the COR within 30 days of contract award. The COR shall have 15 days after receipt to review and comment on the proposed test plan. The contractor shall incorporate any COR comments and recommendations, and deliver a final version of the test plan within 15 days after receiving COR comments or concurrence (CDRL A001)

C.4.2 Test Fluid: The contractor shall provide 4 Liters of the prototype fluid to TARDEC for government analysis. The contractor shall ensure the fluid is delivered to the government within 16 months of contract award.

C.4.3 Monthly Progress Reports: The contractor shall provide an electronic monthly progress report to Government personnel in the RDECOM/TARDEC Fuels and Lubricants Technology Team at the Warren facility 30 days after contract award and monthly thereafter. Interim findings and test results shall be reported. (CDRL A002)

C.4.4 Final Report: The contractor shall provide a final report at the end of the contract to Government personnel in the RDECOM/TARDEC Fuels and Lubricants Technology Team at the Warren facility. Findings, test results and conclusions of C.2.1 and C.2.2 shall be reported. (CDRL A003)

C.5 GOVERNMENT FURNISHED MATERIAL

C.5.1 The Government shall furnish two (2) 55 gallon barrels of MIL-PRF-46170 for Task C.2.1 no later than 60 days from contract award.

C.5.2 The Government shall furnish one (1) 55 gallon barrel each of the twelve (12) test fluids required for Task C.2.2 no later than 60 days from contract award.

C.6 CONTRACTOR ACQUIRED PROPERTY

C.6.1 The contractor shall procure two (2) BoschRexroth A10VS045 axial piston pumps for task C.2.2.

C.6.2 Contractor procured items shall be billed to the government at the direct cost price.

C.6.3 Contractor procured items shall be delivered to the COR at the end of the contract period of performance.

C.7 PERIOD OF PERFORMANCE

C.7.1 The period of performance of the base contract shall be 18 months from the date of contract award.

OPTION YEAR 1 Statement of Work

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

C.8 SCOPE

In the event the Contracting Officer exercises the option in H.1, then the contractor will be responsible to perform this option statement of work, which defines additional tasks required of the contractor to support the U.S. Army RDECOM/TARDEC Fuels and Lubricants Program. Specific task requirements and deliverables are described below.

C.9 TASKS/REQUIREMENTS

The contractor shall provide the following hydraulic technical support for the US Army RDECOM/TARDEC Fuels and Lubricants Program, including participation in technical discussions / meetings and specific technical tasks necessary to support the Fuels and Lubricants Program.

C.9.1 The contractor shall evaluate the efficiency of the following seven (7) fluids in a Parker PGP 330 gear pump. Test results shall be compared to a MIL-PRF-2104 SAE 10 reference fluid. The test sequence of the seven fluids is shown below.

1. MIL-PRF-2104 SAE 10
2. MIL-PRF-46170
3. Energy efficient prototype developed per C.2.1
4. MIL-PRF-2104 SAE 10
5. Single Common Powertrain Lubricant
6. Mobil DTE 10 EXCEL 46
7. MIL-PRF-2104 SAE 10

C.9.1.1 For each fluid the overall pump performance will be determined under the following conditions.

Two temperatures: 50 & 80C

Four speeds: 600 1200 1800 2400 RPM

Six pressures: 1000 1500 2000 2500 3000 3500 psi

C.9.1.2 The following parameters will be measured.

Pump output flow rate (Qp)
 Pump speed (N)
 Pump displacement (Vi)
 Pump torque (TQ)
 Pump inlet pressure (Pi)
 Pump outlet pressure (Po)

C.9.1.3 Efficiency will be determined using the following ratios:

$$nO = \frac{(Po - PI) * (QP) * 36.77}{(N * T)}$$

$$nV = \frac{QP}{N * Vi}$$

$$nM = \frac{nO}{nV}$$

C.9.1.4 Gear pump overall efficiency shall be reported graphically as a function of flow rate and pressure. (CDRL A002 and A003)

C.9.2 The contractor shall furnish monthly status reports during the Option 1 performance period, and a final report for Option 1. (CDRL A002 and A004).

C.10 MEETINGS

C.10.1 The contractor shall conduct a start of work meeting within 15 days after commencement of the Option 1 performance period, and shall coordinate with the COR to arrange a mutually acceptable date and time. The meeting shall take place at RDECOM/TARDEC, Warren, MI.

C.10.2 The contractor shall schedule and conduct a teleconference every 60 calendar days at a mutually acceptable date and time. At each teleconference, the contractor shall discuss the current status of testing and summarize the findings and results since the previous teleconference

C.11 DELIVERABLES

C.11.1 Monthly Progress Reports: The contractor shall provide an electronic monthly progress report to Government personnel in the RDECOM/TARDEC Fuels and Lubricants Technology Team at the Warren facility 30 days after commencement of the Option 1 performance period and monthly thereafter. Interim findings and test results shall be reported. (CDRL A002)

C.11.2 Final Report: The contractor shall provide a final report to the COR. Findings, test results and conclusions of C.8.1 shall be reported 30 days before the end of the contract. The COR will review and provide comments back to the contractor within 14 days

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after receipt. Upon receipt of the COR review, the contractor shall have 14 days to incorporate the changes and submit the final report. (CDRL A004)

C.12 GOVERNMENT FURNISHED MATERIAL

C.12.1 The Government shall furnish one (1) 55 gallon barrel each of the six (6) test fluids required for Task C.8.1 no later than 60 days from the date the option was awarded.

C.13 CONTRACTOR ACQUIRED PROPERTY

C.13.1 The contractor shall procure two (2) Parker PGP 330 gear pumps for task C.8.1.

C.13.2 Contractor procured items shall be billed to the government at the direct cost price.

C.13.3 Contractor acquired property shall be delivered to the COR at the end of the option 1 performance period.

C.14 PERIOD OF PERFORMANCE

C.14.1 The period of performance of option 1 shall be 12 months that begins at the end of the base contract 18 month period of performance.

C.15 MANPOWER REPORTING

C.15.1 The contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the Army CMR site, which you can access by clicking on the "Department of Army CMRA" link from the following gateway web address:
http://www.ecmra.mil/

C.15.2 Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the Army CMR help desk, which can be contacted using the "Send an email" link on the right side of the sign-in screen at the Army CMR site.

C.15.3 Additional information can be found in the clause in this contract entitled CONTRACTOR MANPOWER REPORTING (52.237-4000).

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 15 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2 52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;

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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

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

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

End of Clause]

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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERINGSECTION D - PACKAGING AND MARKING
PACKAGING AND MARKING

D.1 PACKAGING & PACKING

D.1.1 The Contractor shall package and pack all deliverables under this contract in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 MARKING

D.2.1 Materials and Hardware Marking: The Contractor shall mark or tag all materials and hardware required to be delivered under this contract with the following information:

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

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	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/her duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 DELIVERY

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

F.1.1 Any deliverables requiring a physical address shall be shipped to:

U.S. ARMY TARDEC
JILL BRAMER, COR
RDECOM-TARDEC
6501 EAST 11 MILE ROAD
WARREN, MI 48397-5000

F.2 METHOD OF DELIVERY

F.2.1 All deliveries shall be made on a FOB DESTINATION basis.

F.3 PERIOD OF PERFORMANCE

F.3.1 The base period of performance for the contract shall be eighteen (18) months from the contract award date.

F.3.2 If the option is exercised, the period of performance for the option shall be twelve (12) months starting from the end of the base contract 18 month period of performance.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBs ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN		OBLIGATED AMOUNT
0001AA	R33KJ042R3 633005441	1	R.0005718.1.20	AA	\$	13,000.00
0001AB	R33KJ042R3 633005441	1	R.0005718.1.20	AA	\$	18,000.00
0001AC	R33KJ042R3 633005441	1	R.0005718.1.20	AA	\$	18,000.00
0001AD	R33KJ042R3 633005441	1	R.0005718.1.20	AA	\$	18,000.00
0001AE	R33KJ042R3 633005441	1	R.0005718.1.20	AA	\$	18,000.00
0001AF	R33KJ042R3 633005441	1	R.0005718.1.20	AA	\$	18,000.00
0001AG	R33KJ042R3 633005441	1	R.0005718.1.20	AA	\$	5,000.00
0001AH	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	13,000.00
0001AJ	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	18,000.00
0001AK	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	18,000.00
0001AL	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	18,000.00
0001AM	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	18,000.00
0001AN	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	18,000.00
0001AP	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	18,000.00
0001AQ	R33KJ043R3 622601H91	1	R.0005696.1.11	AB	\$	30,836.00

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PRON/ AMS CD/ LINE MIPR/	OBLG	JO NO/			OBLIGATED
<u>ITEM</u> <u>GFEBs ATA</u>	<u>STAT</u>	<u>ACCT ASSIGN</u>	<u>ACRN</u>		
TOTAL					\$ 259,836.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			OBLIGATED
				<u>AMOUNT</u>
AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20	021001 \$ 108,000.00
AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11	021001 \$ 151,836.00
TOTAL				\$ 259,836.00

LINE	<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>			
0001AA	AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20		021001
0001AB	AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20		021001
0001AC	AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20		021001
0001AD	AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20		021001
0001AE	AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20		021001
0001AF	AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20		021001
0001AG	AA	021 201320142040	A60FL 633005441RK20	2550 L034638647 R.0005718.1.20		021001
0001AH	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001
0001AJ	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001
0001AK	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001
0001AL	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001
0001AM	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001
0001AN	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001
0001AP	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001
0001AQ	AB	021 201320142040	A60FL 622601H91RK20	2550 L034684677 R.0005696.1.11		021001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Jill Bramer
E-mail: jill.m.bramer.civ@mail.mil

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

ACO: Michael Mueller
E-mail: michael.mueller@dcma.mil

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

[End of Clause]

G-2	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009
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The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2012
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf

[End of Clause]

G-4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	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 Option Clause

H.1.1 The Government reserves the right to unilaterally exercise Option 1 from contract award up to 18 months after contract award. The contractor shall perform the Option 1 tasks listed in C.9 if the government exercises Option 1. If exercised, the option effort will be awarded on a firm-fixed-price basis at the price set forth in Section B. The contracting officer can exercise the option in whole or in part, and in one or more increments. The option, if exercised, will have a performance period of up to twelve (12) months starting from the end of the base contract 18 month period of performance.

H.2 Government-Furnished Property

H.2.1 The Government may furnish Government-owned property to assist the Contractor in the performance of the contract requirements.

H.2.2 Upon completion of the contract or in the event of termination of the contract, either partial or complete, all Government-owned property, including both property furnished to the Contractor and property acquired by the Contractor on the account of the Government, which will have become surplus or excess to any remaining contract requirements, shall be reported immediately by the Contractor to the Contracting Officer at the US Army Contracting Command, TACOM Contracting Center, ATTN: CCTA-ASG-B, Warren, MI 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.2.3 Specific Government-Furnished Property to be provided is/are as follows:

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<u>Item</u>	<u>Qty</u>	<u>Serial No./NSN (if applicable)</u>	<u>Acquisition Value</u>
Government materials provided as referenced in Scope of Work Section C.5 and, if option is exercised, Section C.12.			

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-2	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-6	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-9	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-10	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-11	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-12	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-13	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-14	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-15	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-16	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-17	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-18	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-19	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-20	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-21	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-22	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-23	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-24	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-25	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-26	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-27	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-17	INTEREST	OCT/2010
I-32	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-33	52.232-25	PROMPT PAYMENT	OCT/2008
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-35	52.233-1	DISPUTES	JUL/2002
I-36	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-37	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-38	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-41	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-42	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-43	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-44	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-47	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-48	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-49	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-50	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-51	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-52	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-53	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-54	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-55	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-56	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-57	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-58	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAY/2013

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I-59	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-60	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-61	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-62	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-63	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-64	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-65	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-66	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-67	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-68	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-69	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-70	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-71	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-72	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-73	252.246-7001	WARRANTY OF DATA	DEC/1991
I-74	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-75	52.243-7	NOTIFICATION OF CHANGES	APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within seven 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

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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 fifteen calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

(i) In the contract price or delivery schedule or both; and

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

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

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

(End of Clause)

I-76 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the United States Army under Contract No. W56HZV-13-C-0390.

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

(End of clause)

I-77 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

(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

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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

*HYPERLINK "<http://www.sba.gov/content/table-small-business-size-standards>"<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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

(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.

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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

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 --

(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-79

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) * _____, 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).

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Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

(End of Clause)

I-80 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-81 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-82 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.) ACT

_____	_____
_____	_____
_____	_____

(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.

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(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-83

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]

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: MILWAUKEE SCHOOL OF ENGINEERING

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>
Attachment 0001	CONTRACT DATA REQUIREMENTS LIST			

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.:
B. EXHIBIT : A
C. CATEGORY.....: OTHER
D. SYSTEM/ITEM.....: Energy Efficient Hydraulic Fluid
E. CONTRACT/PR NO.:
F. CONTRACTOR.....: TBD

- 1. DATA ITEM NO.: A001
- 2. TITLE OF DATA ITEM: Test Plan
- 3. SUBTITLE: Prototype Hydraulic Fluid Test Plan
- 4. AUTHORITY:
- 5. CONTRACT REFERENCE: C.2.1.3 and C.4.1
- 6. REQUIRING OFFICE..: RDTA-SIE-ES-FPT
- 7. WAWF/DD250 REQ\ '85 . : DD
- 8. APP CODE : A
- 9. DIST. STATEMENT REQUIRED: A
- 10. FREQUENCY : See Block 16
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS. SUB: See Block 16

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Jill Bramer CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: <mailto:jill.m.bramer.civ@mail.mil>
Adam Puzzuoli <mailto:adam.a.puzzuoli.civ@mail.mil>

15. TOTAL: Two copies to each addressee listed in block 14.

16. REMARKS:

The contractor shall prepare and submit a test plan for the prototype hydraulic fluid. The test plan is due 30 days after contract award. The COR shall have 15 days after receipt to review and comment on the proposed test plan. The contractor shall incorporate any COR comments and recommendations, and deliver a final version of the test plan within 25 days after receiving the COR comments or concurrence. All copies shall be in electronic format.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO.: A002
- 2. TITLE OF DATA ITEM: Contractor's Progress, Status and Management Report
- 3. SUBTITLE: Monthly Progress Report
- 4. AUTHORITY: DI-MGMT-81904
- 5. CONTRACT REFERENCE: C.2.2.4, C.4.3, C.9.1.4, C.9.2, and C.11.1
- 6. REQUIRING OFFICE..: RDTA-SIE-ES-FPT
- 7. WAWF/DD250 REQ\ '85 . : DD
- 8. APP CODE : A
- 9. DIST. STATEMENT REQUIRED: A
- 10. FREQUENCY : See Block 16
- 11. AS OF DATE: See Block 16

12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS. SUB: See Block 16

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Jill Bramer CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: <mailto:jill.m.bramer.civ@mail.mil>
Adam Puzzuoli <mailto:adam.a.puzzuoli.civ@mail.mil>

15. TOTAL: Two copies to each addressee listed in block 14.

16. REMARKS:

The contractor shall submit Monthly Progress Reports. Initial report is due 30 days after contract award. Updates are required every 30 days until period of performance is complete. All copies shall be submitted in electronic format.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: Scientific and Technical Reports
3. SUBTITLE: Final Report

4. AUTHORITY: DI-MISC-80711A
5. CONTRACT REFERENCE: C.2.2.4, C.4.4, C.9.1.4
6. REQUIRING OFFICE...: RDTA-SIE-ES-FPT
7. WAWF/DD250 REQ\ '85 . : DD
8. APP CODE : A
9. DIST. STATEMENT REQUIRED: A
10. FREQUENCY : See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS. SUB: See Block 16

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Adam Puzzuoli <mailto:adam.a.puzzuoli.civ@mail.mil>

15. TOTAL: Two copies to each addressee listed in block 14.

16. REMARKS:

The contractor shall submit a draft final technical report 30 days before the end of the base contract. The government shall provide approval or change recommendations within 15 days of receipt. The contractor shall make all corrections within 15 days of receipt of government comments. Electronic copies are required.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: Scientific and Technical Reports
3. SUBTITLE: Final Report

4. AUTHORITY: DI-MISC-80711A
5. CONTRACT REFERENCE: C.9.2, and C.11.2
6. REQUIRING OFFICE...: RDTA-SIE-ES-FPT
7. WAWF/DD250 REQ\ '85 . : DD

- 8. APP CODE : A
- 9. DIST. STATEMENT REQUIRED: A
- 10. FREQUENCY : See Block 16
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS. SUB: See Block 16

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Jill Bramer CONTRACTING OFFICER'S REPRESENTATIVE, E-MAIL: <mailto:jill.m.bramer.civ@mail.mil>
Adam Puzzuoli <mailto:adam.a.puzzuoli.civ@mail.mil>

15. TOTAL: Two copies to each addressee listed in block 14.

16. REMARKS:

In the event the contracting officer exercises the option, the contractor shall submit a draft final technical report 30 days before the end of the option performance period, to present the findings and results of performance of the option work effort. The government shall provide approval or change recommendations within 15 days of receipt. The contractor shall make all corrections within 15 days of receipt of government comments. Electronic copies are required.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE: