

| | | | | | | |
|--|--|--|---|---------------|--------------------|--------------|
| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA4 | Page 1 | Of 35 | Pages |
| 2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0138 | | 3. Effective Date 2014SEP12 | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE | | | |
| 5. Issued By U.S. ARMY CONTRACTING COMMAND JUSTIN EAGLE WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | Code W56HZV | 6. Administered By (If Other Than Item 5) DCMA LOS ANGELES 16111 PLUMMER STREET BUILDING: 10; 2ND FLOOR NORTH HILLS, CA 91343-2036 | | Code S0512A | |
| e-mail address: JUSTIN.S.EAGLE.CIV@MAIL.MIL | | | | | | |

| | | | |
|--|--|---|--|
| 7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) CONTROL POINT CORPORATION 110 CASTILIAN DR STE 200 GOLETA, CA 93117-3028 | | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) | |
| | | 9. Discount For Prompt Payment | |
| Code 1CJM7 | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | |
| Facility Code | | To The Address Shown In: | |
| | | Item 12 | |

| | | | | | |
|---|--|-------------|---|--|--------------------|
| 11. Ship To/Mark For SEE SCHEDULE | | Code | 12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381 | | Code HQ0339 |
|---|--|-------------|---|--|--------------------|

| | | | | | |
|--|-------------------------------|---|------------------|------------------------|--------------------|
| 13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | 14. Accounting And Appropriation Data SEE SECTION G | | | |
| 15A. Item No. | 15B. Supplies/Services | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount |
| SEE SCHEDULE | | | | | |
| 15G. Total Amount Of Contract → | | | | | \$2,983,332.00 |

| (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 | 26 |
| X | B | Supplies or Services and Prices/Costs | 3 | Part III - List Of Documents, Exhibits, And Other Attachments | | | |
| X | C | Description/Specs./Work Statement | 6 | X | J | List of Attachments | 35 |
| X | D | Packaging and Marking | 13 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 14 | | K | Representations, Certifications, and Other Statements of Offerors | |
| X | F | Deliveries or Performance | 15 | | L | Instrs., Conds., and Notices to Offerors | |
| X | G | Contract Administration Data | 20 | | M | Evaluation Factors for Award | |
| X | H | Special Contract Requirements | 24 | | | | |

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.) |
|---|---|

| | | | |
|--|-------------------------|--|--------------------------------------|
| 19A. Name And Title Of Signer (Type Or Print) | | 20A. Name Of Contracting Officer JACLYN FLEWELLING JACLYN.M.FLEWELLING.CIV@MAIL.MIL (586)282-6730 | |
| 19B. Name of Contractor | 19c. Date Signed | 20B. United States Of America | 20C. Date Signed 2014SEP12 |
| By _____ (Signature of person authorized to sign) | | By _____ /SIGNED/ (Signature of Contracting Officer) | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0138 MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | |
|---------------|---|-------------|------|--------------|---------------|-----------------|-------------|-----|---|-------------|---|----|-----------------|
| 0001 | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SERVICES The contractor shall furnish all supplies and services necessary to accomplish the tasks specified in Section C - Statement of Work. (End of narrative B001) | | | | | | | | | | | | |
| 0001AA | <u>SERVICES</u> SERVICE REQUESTED: SERVICES CLIN CONTRACT TYPE: Firm Fixed Price PRON: R33MC064R3 PRON AMD: 01 ACRN: AA PSC: AZ11 CUSTOMER ORDER NO: DWAM33505 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> Period of Performance Start Date: 12-SEP-2014 End Date: 12-SEP-2016 <table border="0" data-bbox="264 1236 769 1310"> <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>12-SEP-2016</td> </tr> </table> <p style="text-align: right;">\$ 2,890,000.00</p> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | 12-SEP-2016 | 1 | LO | \$ 2,890,000.00 |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | |
| 001 | 1 | 12-SEP-2016 | | | | | | | | | | | |
| 0001AB | <u>SERVICES</u> SERVICE REQUESTED: SERVICES CLIN CONTRACT TYPE: Firm Fixed Price PRON: R34MC097R3 PRON AMD: 01 ACRN: AB PSC: AZ11 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> Period of Performance Start Date: 12-SEP-2014 End Date: 12-SEP-2016 | 1 | LO | \$ 93,332.00 | | | | | | | | | |

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

Page 6 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003 (TACOM) | START OF WORK MEETING | SEP/2013 |

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees 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. The contractor shall provide the Government with minutes of the Start of Work Meeting within 7 days after the meeting is held.

[End of Clause]

| | | | |
|-----|------------------------|-------------------------------------|----------|
| C-2 | 52.237-4000 (TACOM) | CONTRACTOR MANPOWER REPORTING (CMR) | FEB/2013 |
|-----|------------------------|-------------------------------------|----------|

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

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

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

[End of Clause]

Statement of Work

C.1 Introduction

| | | |
|---|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0138 MOD/AMD | Page 7 of 35 |
| Name of Offeror or Contractor: CONTROL POINT CORPORATION | | |

The goal of this effort is to increase efficiency of the Bradley Fighting Vehicle (BFV) power take-off (PTO) as well as improve on-board electrical power with potential for additional cooling and electrical needs while utilizing as much of the current system as possible. The contractor shall redesign, integrate, demonstrate and deliver a production ready, improved-efficiency Power Take Off (EPTO) assembly for the Bradley Fighting Vehicle (BFV) with the capability of driving generator(s) to produce 1000 Amps 28VDC and allow for intelligent cooling fan control to maximize fuel savings, free up engine power and minimize overheat stressing of the engine and compartment liquids in the BFV.

C.2 Scope

C.2.1 The contractor, acting as an independent contractor and not as an agent of the Government, shall conduct the Systems Engineering (SE), experimentation, design/development, integration, and demonstration activities that are necessary to accomplish this contract.

C.2.2 The ultimate goal of this program is to integrate and demonstrate the EPTO system onto a BFV NLT 24 months after contract award. The EPTO system includes the housing and associated hardware, fan drive and controls, generator drive(s) and generator(s). The following objectives are set for this effort: (1) Redesign and fabricate four (4) prototype EPTO systems for the Bradley vehicle. (2) Test prototype EPTO systems to verify performance, durability, slope climb and performance under various environmental conditions simulating the operations of the Bradley vehicle. (3) Develop vehicle integration and production cost structures of the EPTO system. The government intends to provide four baseline PTO systems for use on the project. The government intends to provide 400A generators, dependent on availability, as GFE to support this project. If unavailable, the contractor will be responsible for acquiring generators as necessary for contract performance. Vehicle testing is beyond the scope of this redesign effort.

C.3.1 Systems Engineering

C.3.1.1 The Contractor shall use the systems engineering process along with system analysis and control, planning, organizing and managing to reduce technology risk, define alternative concepts, establish performance objectives, complete preliminary designs, demonstrate technology and define key requirements, while managing project cost and schedule.

C.3.1.2 Contract Work Breakdown Structure (CWBS). The Contractor shall create a CWBS In Accordance With (IAW) Contract Data Requirements List (CDRL) A009 that establishes a framework for program planning, cost tracking, and reporting the schedule and technical performance status to the Government. The Contractor shall report the status of the CWBS to the Government at all milestone reviews (e.g. System Requirements Review/System Functional Review (SRR/SFR), Preliminary Design Review (PDR), and Critical Design Review (CDR)). The CWBS must be approved by the Contracting Officers Representative (COR) prior to the Start of Work meeting. The Contractor shall submit the CWBS to the Government COR within five (5) days after contract award for review and approval. The Government COR will provide comments to the Contractor concerning the CWBS within five (5) after receiving the CWBS. The Contractor shall respond to all of the Government COR comments (if any), and update the CWBS to the full satisfaction of the Government COR within 15 days after receipt of COR comments. Upon COR approval of the CWBS, the Contractor shall schedule the Start of Work Meeting as required in C.3.6.1.13. Changes to the CWBS, at any reporting level, require approval of the Government prior to implementation.

C.3.1.3 Baseline Requirements. The contractor shall document the baseline requirements for the Efficient Power Take Off system to maximize efficiency gains. The contractor shall also perform a requirement analysis, functional analysis, and identify the physical architecture of this component by creating a physical representation of the important interfaces and major components including physical, mechanical, electrical power, data, hydraulic and pneumatic. The contractor shall submit in contractor format, the baseline requirements along with the requirements analysis, functional analysis and physical architecture of the EPTO system to the COR for approval fifty (50) days after contract award and as required in C.3.6.1.14.

C.3.1.4 Trade-off Study. The Contractor shall perform a trade-off analysis on the optimum number of modules used within the fan drive to optimize fan drive performance. The Contractor shall identify strengths, weaknesses, potentials and risks for each option. The Contractor shall analyze no less than three (3) different options. At minimum, the trade-off elements to be considered shall include cost, size, weight, adaptability, performance, risk and the improvement in EPTO system efficiency at all working points. The contractor shall discuss the Trade-off Study at the Start of Work Meeting. The contractor shall submit the initial assessment of the Trade-off Study including the factors, scoring and weights of factors evaluated to the COR for approval fifty (50) days after contract award and as required in C.3.6.1.17.

C.3.1.5 Integrated Database. The Contractor shall establish, maintain and manage an access controlled integrated database. Contractor, subcontractors and TARDEC Contracting Officer (COR) and Technical Point of Contact (TPOC) will require access to the Integrated Database. The Contractor shall maintain availability of all data developed under this contract via this database throughout the contract period of performance. The database shall include, at a minimum, all data items listed in the CDRL, meeting minutes, and any presentations from review meetings. The database shall include all data related to the team's concepts and analysis process (including CAD representations of all designs), as well as all test and program management information, pictures, and a data directory. The Contractor shall review the database monthly and report any new and or revised additions to the database in the monthly progress report IAW CDRL A001.

C.3.1.6 Risk Management. The Contractor shall develop a Risk Management Plan IAW CDRL A013 and Risk Management Status Report IAW CDRL A014. The primary responsibility of Risk Management is to identify any risks associated with the program (as they become known), to

Name of Offeror or Contractor: CONTROL POINT CORPORATION

track and alleviate those risks. The Contractor shall identify, develop, document, record, and control the risks and associated mitigation strategies along with estimates of probability of occurrence, probability of impact, expected value and trigger responses. Risk Management documents will be reviewed at the Start of Work Meeting, the SRR/SFR, PDR, and CDR and delivered as required in C.3.6.1.16.

C.3.1.7 Budget Baseline. The Contractor shall generate a time-phased budget baseline assigning all contract costs to specific CWBS elements in a manner that allows the estimated and actual costs to be evaluated accurately against incremental progress achieved for each CWBS element on a monthly basis. The time-phased budget baseline shall be reviewed at the SRR/SFR, PDR, at CDR, and any time the Contractor proposes to change the allocation of funding amongst CWBS elements.

C.3.1.8 Monthly Cost Report. The Contractor shall prepare and submit a Monthly Cost Report as required in C.3.6.1.4. The Contractor shall provide written explanation, and corrective action plan for any CWBS summary element for which the actual cost varies from the estimated cost by more than 10%. This report shall present both current period and cumulative costs as compared to the budget baseline provided in C.3.1.7.

C.3.1.9 Contractors Progress, Status and Management Report (C/PSMR). The Contractor shall prepare and submit a C/PSMR (CDRL A001) as required in C.3.6.1.1. This report shall indicate the progress of work and the status of the program and of the assigned tasks, report costs, and informs of existing or potential problem areas together with proposals for resolution.

C.3.2 Design and Development

C.3.2.1 Efficient Power Take Off (EPTO). The Contractor shall develop the design of the EPTO system which will be evaluated on the basis of cost, size, weight, adaptability, performance and the improvement in efficiency at all working points over the existing design.

C.3.2.2 Reserved.

C.3.2.3 Detailed Design. The Contractor shall identify, develop, document, record, control, store, transmit, implement, validate, and verify all conceptual design models and drawings, technical data and simulation-based design model data to ensure compliance with the requirements and store them in the Integrated Database as required in Section C.3.1.5.

C.3.2.3.1 Analysis, Modeling and Simulation. The Contractor shall perform analysis and modeling in order to develop and optimize the design and to assess feasibility. The Contractor shall use analysis and modeling to ensure that the components meet requirements such as power, packaging, and durability as well as have enough ratios for optimum system performance. The Contractor shall compare model predictions with the test data obtained during this effort and revise models accordingly. The contractor shall discuss with Government subject matter experts the M&S process to be executed under this contract in order to ensure the Government understands the tools, processes, constraints, and assumptions used during any M&S efforts. All M&S outputs, interim and final analysis results, and input data used to create the models shall be accessible to the Government and presented to Government at designated bi-weekly reviews, project technical reviews, and as required in Section C.3.6.1.9.

C.3.2.3.2 3D CAD Design Layout. The Contractor shall create 3D CAD models of the EPTO, controls and integration hardware. The Contractor shall design the housing for the EPTO system to interface and mount with the transmission. The Contractor shall size the housing as well as create a design layout to ensure the new arrangement fits within the space claim provided by the government and does not detrimentally interfere with existing hardware. The final EPTO system design along with the transmission interface and mounting designs must be approved prior to CDR. The Contractor shall present these designs to the COR twenty (20) days prior to the CDR, and in turn the COR will provide comments to the contractor concerning the concept drawing within ten (10) working days after receipt of the drawings. The contractor shall prepare and deliver all CAD models to TARDEC as required in C.3.6.1.10.

C.3.2.3.3 Design Drawings. The Contractor shall prepare and deliver product drawings/models IAW CDRL A011 for all items created or modified under this contract for the EPTO system. The contractor shall generate assembly drawings detailing the part and part quantity for top level assemblies and subassemblies as required in C.3.6.1.11. The contractor shall develop final layout drawings to aid in understanding of installation. The contractor shall present these items to the Government twenty (20) days prior to the CDR, and in turn the Government will provide comments to the contractor concerning the detailed drawings within ten (10) working days after receipt of the drawings. The contractor shall prepare and deliver all CAD drawings to TARDEC as required in C.3.6.1.11.

C.3.2.4 System Design Information. The contractor shall create a System Design Document that contains the following information: (1) a detailed description of the EPTO system components, and (2) a high-level system design to include integration into the base HMPT 800 transmission. The contractor shall present the System Design Document to the Government for review and approval fifteen (15) working days prior the PDR, and in turn the Government will provide comments to the contractor concerning the integration schedule within five (5) working days of the PDR. The System Design Document will be updated prior to CDR and Project Completion as required in Section C.3.6.1.6.

C.3.3 Fabrication. After the CDR, the Contractor shall fabricate four (4) EPTO systems, each consisting of the housing and associated hardware, fan drive and controls and generator drive(s) and 500A generator(s). The government shall provide the fan drive controller software as GFI for this effort. The contractor shall determine the number of spare components that will be needed under this project such that all testing can be performed within the timeframe specified. After component testing is complete, at minimum, two (2) of the

Name of Offeror or Contractor: CONTROL POINT CORPORATION

four (4) prototype EPTO systems are required to be fully functional EPTO systems and will need to be delivered to the government ready for vehicle durability testing.

C.3.4 Assembly: After fabrication is complete, the Contractor shall assemble the EPTO system components and conduct spin tests to confirm high tolerance part fit and operation as required in C.3.1.3.

C.3.5 Testing

C.3.5.1 General. The contractor shall develop the test program, plans, and procedures as well as conduct, evaluate and document results for all hardware and software component testing and all subsystem level development testing with the approval of the Government. The contractor shall conduct this testing to verify subsystem performance meets the requirements established in section C.3.1.3. The contractor shall use the four EPTO systems manufactured under this project to conduct the required testing and allow for spare equipment sufficient to insure testing is completed without unwarranted delays. The contractor shall ensure all hardware, software, test equipment, instrumentation, supplies, facilities and personnel are available and in place to conduct each scheduled test. The Contractor shall conduct component testing on the EPTO system to demonstrate maturity at TRL 7. Government representative reserves the right to witness and observe all EPTO system testing. The contractor shall notify the Government of upcoming testing at least 10 days in advance of the start of any test event.

C.3.5.1.1 Test Plans. The Contractor shall prepare and deliver a test plan for each experiment as required in C.3.6.1.7 to accurately assess and quantify the performance and efficiency improvement of the EPTO system. The test plans will describe the acceptable level of performance for the system and shall be designed to collect data to confirm model predictions and determine improvements in efficiency and performance of the EPTO system. The test plan shall also describe the Contractor's proposed logistic and administrative support, installation and site support, and provision of spare parts for critical items. Critical spare parts are defined as those parts required keeping testing on schedule and minimizing downtime. The Contractor shall submit a draft test plan to the COR for review and comments thirty (30) days prior to start of testing. The Contractor shall incorporate the comments and submit the final test plan NLT fifteen (15) days following receipt of comments from the Government IAW CDRL A007.

C.3.5.1.2 Functional Tests. The contractor shall conduct functional testing on each of the EPTO systems built in C.3.3 per the functional test plan developed in C.3.5.1.1. The contractor shall provide the test cell hardware, including fixturing and instrumentation necessary to conduct the testing. The Contractor shall report any functional test issues that arise during testing using Test Incident Reports IAW A010 and as required in C.3.6.1.15.

C.3.5.1.3 Performance Tests. The contractor shall conduct performance testing on one EPTO system per performance test plan developed in C.3.5.1.1. Performance issues that arise during testing shall be reported using Test Incident Reports IAW A010 and as required in C.3.6.15 and resolved during this phase.

C.3.5.1.4 Durability Test. The contractor shall conduct laboratory durability testing on one EPTO system per durability test plan developed in C.3.5.11 to verify the structural integrity of the EPTO system. The scope of the durability test to be performed shall be determined jointly with the Government. The Contractor shall re-test any items for which there are design changes after the start of durability testing, to include full or partial durability testing, as is appropriate for the change being made. During testing, the EPTO system shall show no evidence of leaking and neither shall the unit exhibit any evidence of damage or structural deformation that would prevent installation within the required space claim. Operational issues that arise during testing shall be reported and resolved during this phase IAW A010 and as required in C.3.6.1.15. After durability testing, the contractor shall conduct the post functional tests described in C.3.5.1.7.

C.3.5.1.5 Environmental Testing. The contractor shall conduct environmental testing per environmental test plan developed in C.3.5.11 to verify the environmental integrity of the EPTO system. The scope of the environmental tests includes shock, vibration, and high and low temperature laboratory environmental testing for one EPTO system. The Contractor shall re-test any items for which there are design changes after the start of environmental testing, to include full or partial environmental testing, as is appropriate for the change being made. During testing, the EPTO system shall show no evidence of leaking and neither shall the unit exhibit any evidence of damage or structural deformation that would prevent installation within the required space claim. After environmental testing, the contractor shall conduct the post functional tests described in C.3.5.1.7. Operational issues that arise during testing shall be reported using Test Incident Reports and resolved during this phase IAW A010 and as required in C.3.6.1.15.

C.3.5.1.6 Slope Climb. The contractor shall set up the instrumentation to control, monitor and record the slope angles and performance of one EPTO system. The EPTO system shall be operated in accordance with the test plan developed in Section C.3.5.1.1 and positioned on the tilt table as in the Bradley vehicle simulating slopes up to 80% either forward or backward as well as side slopes up to 60% side to side direction. During testing and its completion, the EPTO system shall not leak or exhibit evidence of damage or structural deformation that would prevent its installation into a vehicle or normal operation. The contractor shall provide a test plan acceptable to the government IAW Section C.3.5.1.1 to include a video evidencing all testing conducted on the EPTO system. The contractor shall notify the Government 30 days prior to start of test as well as identify how many days the test will take to complete. The Government may perform an onsite review and inspection of the on-going test. Copies of the test data, photographs of the test set up and test incidents shall be included in the monthly report IAW CDRL A001.

C.3.5.1.7 EPTO System Post Functional Tests. The contractor shall conduct post functional tests on each of the EPTO systems in

Name of Offeror or Contractor: CONTROL POINT CORPORATION

accordance with the test plan developed in C.3.5.1.1. During testing and its completion, the EPTO system shall not leak or exhibit evidence of damage or structural deformation that would prevent normal operation or its installation within the required space claim. At the completion of the testing and evaluation, the contractor shall ship the EPTO systems to TARDEC for further evaluation. The contractor shall include the results in the monthly report IAW CDRL A001.

C.3.5.1.8 Contractor Support, Data Collection and Reduction. The Contractor shall insure that sufficient and required personnel are on-site and that adequate material resources are available to insure testing is completed without unwarranted delays. The Contractor shall perform data collection and reduction required to verify that they have met the EPTO system level performance parameters established in C.3.5.1.11 and deliver to Government in monthly progress reports CDRL A001.

C.3.5.1.9 Test Incident Reports (TIRs), (CDRL A010) The Contractor shall generate and provide to the Government TIRs that document any significant failure during testing. The TIR, including the associated response may be in Contractor format, with a detailed analysis of the test incident, the root cause and the proposed corrective action. TIR responses shall be due within fifteen (15) days from date of the incident as required in C.3.6.1.15.

C.3.5.1.10 Test Report (CDRL A008). Within thirty (30) days after completion of each test event, the Contractor shall submit for Government approval a draft detailed test report. The draft report shall contain full results and information from the engineering evaluation tests, together with a narrative summary, observations and preliminary analysis of root cause(s) for any system failures, a set of recommendations concerning necessary modifications to the system, and performance goals for subsequent demonstrations based on observations, recommendations and progress to date. The Government will respond within fifteen (15) days of receipt of the draft report. The Contractor's final Evaluation Report shall be due thirty (30) days after receipt of Government comments on the draft submission as required in C.3.6.1.8.

C.3.5.1.11 Performance Parameters.

The government will provide EPTO system level performance and physical envelope requirements to the contractor 2 months after contract award. EPTO system-level requirements will address minimum and maximum fan speeds, maximum generator loading, generator operating speeds and fan speed at cooling point.

C.3.6 Deliverables

C.3.6.1 Documents, Models and Hardware

C.3.6.1.1 Contractors Progress, Status and Management Reports: submit monthly IAW Exhibit A, DD Form 1423, CDRL A001 and DID Number DI-MGMT-80277.

C.3.6.1.2 Research and Development (R&D) Project Summary Report: submit IAW CDRL A002 and DID Number DI-MISC-81612B. This report should include a description of the technology developed, anticipated applications/benefits for Government and/or private sector use, any patents developed, submitted and issued, as well as recommendations for future development from the lessons learned with this effort.

C.3.6.1.3 Interim/Draft and Final Scientific and Technical Report: The contractor shall deliver a draft final report IAW CDRL A003 and DID Number DI-MISC-80711A, thirty (30) days before the Final Review Meeting, which shall include a summary of contract activity. The draft final report shall include baseline requirements, trade off study results, risk management throughout the contract, modeling and simulation analyses, EPTO system design and operation information, the entrance and exit metrics that were measured to achieve programmatic success, critical performance criteria of the effort compared to the outcome of testing against the defined criteria, test results, conclusions drawn from the test effort, , vehicle integration and production cost structures of the EPTO system, contract cost summaries, lessons learned and recommendations for improvements and future development, The Government will respond within fifteen (15) days of receipt of the draft report. The final report shall be delivered to the Government at the Final Review Meeting and submitted electronically to the Technical POC.

C.3.6.1.4 Monthly Cost Report: submit monthly IAW CDRL A004 and DI-MGMT-81861.

C.3.6.1.5 Record of Meeting/Minutes and Action Items. The Contractor shall be responsible for recording all meeting minutes and action items, and shall provide the minutes within five (5) days in the projects Integrated Database in accordance with CDRL A005.

C.3.6.1.6 System Design Information: submit IAW CDRL A012 and DID Number DI-MISC-80508A.

C.3.6.1.7 Test Plans/Test Procedures: submit thirty (30) days prior to commencing testing IAW CDRL A007 and DI-SESS-81704.

C.3.6.1.8 Test/Inspection Reports: submit IAW CDRL A008 and DID Number DI-NDTI-80809B.

C.3.6.1.9 Analysis, Models and Simulations: deliver all analysis, models and simulations to the COR twenty (20) days prior to CDR and as an addendum to the Final Technical Report (CDRL A003).

C.3.6.1.10 3D CAD Design Layout: submit IAW CDRL A011, 3D CAD Layout twenty (20) days prior to PDR and as an Addendum to the Final

| | | |
|---|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0138 MOD/AMD | Page 11 of 35 |
| Name of Offeror or Contractor: CONTROL POINT CORPORATION | | |

Technical Report (CDRL A003).

C.3.6.1.11 Design Drawings: submit IAW CDRL A011, manufacturing, assembly, layout, detailed drawings twenty (20) days prior to the CDR and as an Addendum to the Final Technical Report.

C.3.6.1.12 Hardware Delivery: The contractor shall deliver to the Government all hardware, components, subsystems and systems that have been purchased by this program as well as software developed for this program to the Government within twenty four (24) months after contract award. At minimum, the contractor shall deliver four EPTO systems, two of which (when returned to the Government) shall be operational and production ready to integrate and demonstrate on a BFV.

C.3.6.1.13 Contract Work Breakdown Structure: submit draft CWBS to COR NLT five (5) days prior to Start of Work meeting. COR will review and comment within five (5) days. Contractor will make corrections and submit the draft CWBS and obtain at the Start of Work meeting IAW CDRL A009 and DI-MGMT-81334D. In addition, the status of the CWBS will be reported to the Government at all milestone reviews (e.g. SRR/SFR, PDR, CDR).

C.3.6.1.14 Baseline Requirements: submit initial specification documents IAW A015 to COR within fifty (50) days after contract award with updates ten (10) days prior to the PDR and twenty (20) days prior to the CDRL A015.

C.3.6.1.15 Test Incident Reports (TIR): submit within fifteen (15) days from date of the incident. In contractor format IAW CDRL A010.

C.3.6.1.16 Risk Management: submit Risk Management documents IAW CDRL A013 and A014 ten (10) days prior to the Start of Work Meeting, SRR/SFR, PDR, and CDR and as an Addendum to the Final Technical Report.

C.3.6.1.17 Trade off Study: submit the initial assessment of the Trade-off Study including the factors, scoring and weights of factors evaluated to the COR for approval fifty (50) days after contract award and update the Trade-off Study prior to Preliminary Design Review (PDR). The Trade-off Study will be completed IAW CDRL A012.

C.3.6.1.18 Compliance matrix and PowerPoint slides for System Requirements Review/Systems Functional Review(SRR/SFR): submit compliance matrix and PowerPoint slides IAW CDRL A006. Submit the compliance matrix to the Government COR for review and approval fifteen (15) days prior to SRR/SFR. The Government COR will provide comments to the Contractor concerning the compliance matrix for SRR/SFR within five (5) days of SRR/SFR. The Contractor shall respond to all of the Government COR comments (if any), and update the compliance matrix to the full satisfaction of the Government COR. Submit PowerPoint slides, to the Government COR for review and approval fifteen (15) days prior to the review meeting. The Government COR will provide comments to the Contractor concerning SRR/SFR briefing within five (5) days of the review. The Contractor shall respond to all of the Government COR comments (if any), and update the briefing to full satisfaction of the Government COR.

C.3.6.2 Meetings

C.3.6.2.1 Start of Work Meeting. The Contractor shall conduct a Start of Work meeting within fifteen (15) days after contract award. At the meeting, the Contractor shall present their proposed plan for accomplishing the contract requirements.

C.3.6.2.2 System Requirements Review/Systems Functional Review (SRR/SFR). The Contractor shall conduct an SRR/SFR. This review is to be conducted within sixty (60) days after contract award to ascertain progress in defining system technical requirements. At the SRR/SFR, the Contractor shall present the results of the SRR/SFR compliance matrix. The compliance matrix must be approved prior to SRR/SFR. The Contractor shall provide the compliance matrix to the Government COR for review and approval fifteen (15) days prior to SRR/SFR. The Government COR will provide comments to the Contractor concerning the compliance matrix for SRR/SFR within five (5) days of SRR/SFR. The Contractor shall respond to all of the Government COR comments (if any), and update the compliance matrix to the full satisfaction of the Government COR. The contractor shall provide the SRR/SFR briefing, see CDRL A006, to the Government COR for review and approval fifteen (15) days prior to the review meeting. The Government COR will provide comments to the Contractor concerning SRR/SFR briefing within five (5) days of the review. The Contractor shall respond to all of the Government COR comments (if any), and update the briefing to full satisfaction of the Government COR.

C.3.6.2.3 Preliminary Design Review (PDR). The Contractor shall conduct a PDR at TARDEC within sixty (60) days after completion of the SRR/SFR to ensure that the approach is ready to proceed into detailed design and can meet stated performance requirements within cost (program budget), schedule (program schedule), risk, and other system constraints. The Contractor shall provide a PDR briefing, see CDRL A006, to the Government COR for review and approval ten (10) days prior to the review meeting. The Government COR will provide comments to the Contractor concerning PDR briefing within five (5) days of the review. The Contractor shall respond to all of the Government COR comments (if any), and update the briefing to full satisfaction of the Government COR.

C.3.6.2.4 Critical Design Review (CDR). The Contractor shall conduct a CDR at TARDEC within sixty (60) days after completion of the PDR to ensure that a system can proceed into fabrication, demonstration, and test, and can meet stated performance requirements within cost, schedule, risk, and other system constraints. The Contractor shall provide a CDR briefing, see CDRL A006, to the Government COR for review and approval ten (10) days prior to CDR. The Government COR will provide comments to the Contractor concerning the CDR briefing

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0138 MOD/AMD | Page 12 of 35 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor: CONTROL POINT CORPORATION

within five (5) days of CDR. The Contractor shall respond to all of the Government COR comments (if any), and update the briefing for CDR to the full satisfaction of the Government COR. The purchase of hardware can start only after the CDR.

C.3.6.2.6 Bi-Weekly Update Meetings. The Contractor shall conduct bi-weekly (every other week) telephone conference update meetings with the Government COR to informally brief program issues and update the risk analysis. The Contractor shall be responsible for scheduling these meetings at a time agreed upon by both parties.

C.3.6.2.7 Final Review Meeting. The contract shall conduct a final review meeting within thirty (30) days of completion of work. The review shall summarize close-out efforts. The Contractor shall deliver the final report (see C.3.6.1.2) at this meeting.

*** END OF NARRATIVE C0001 ***

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

Page 13 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------------------------------|--|-------------|
| D-1 52.247-4016 (TACOM) | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS | AUG/2005 |

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

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 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 14 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|--------------------------|---|-------------|
| E-1 | 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | (52.246-4009) (TACOM) | INSPECTION AND ACCEPTANCE POINTS: DESTINATION | FEB/1995 |

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION.
Acceptance: DESTINATION.

[End of Clause]

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 that the results thereof are in accordance with the terms of the contract.

*** END OF NARRATIVE E0001 ***

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

Page 15 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| 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-6 | 252.211-7003 | ITEM UNIQUE IDENTIFICATION AND VALUATION | DEC/2013 |

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

Name of Offeror or Contractor: CONTROL POINT CORPORATION

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|------------------|
| ____ N/A _____ | ____ N/A _____ |
| ____ N/A _____ | ____ N/A _____ |
| ____ N/A _____ | ____ N/A _____ |

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|------------------|
| | |

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 17 of 35 |
| | PIIN/SIIN W56HZV-14-C-0138 | MOD/AMD |

Name of Offeror or Contractor: CONTROL POINT CORPORATION

N/A _____ N/A _____
N/A _____ N/A _____
N/A _____ N/A _____

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number -5-

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

Name of Offeror or Contractor: CONTROL POINT CORPORATION

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**

Name of Offeror or Contractor: CONTROL POINT CORPORATION

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F.1 DELIVERIES

F.1.1 Unless otherwise directed elsewhere in this contract, any deliveries requiring a physical address shall be shipped to:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSRD-TAR-R, MS 121, Frank Margrif
6501 E. 11 Mile Rd.
Warren, Michigan 48397-5000

F.1.2 All deliveries shall be made in accordance with the dates as stated in Section J "Deliverables" and the Contract Data Requirements List, and shall be packaged and marked in accordance with Section D.

F.1.3 All deliveries shall be made on an FOB Destination basis.

F.2 PERIOD OF PERFORMANCE

F.2.1 All effort required under this contract shall be completed within 24 months after contract award.

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor: CONTROL POINT CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

| PRON/ AMS CD/ LINE MIPR/ | OBLG | JO NO/ | ACRN | OBLIGATED AMOUNT |
|--------------------------------|-------------|--------------------|-------------|---------------------|
| <u>ITEM</u> <u>GFEBs ATA</u> | <u>STAT</u> | <u>ACCT ASSIGN</u> | <u>ACRN</u> | <u>AMOUNT</u> |
| 0001AA R33MC064R3 DWAM33505 | 2 | | AA | \$ 2,890,000.00 |
| 0001AB R34MC097R3 | 2 | R.0009810.1.26 | AB | \$ 93,332.00 |
| TOTAL | | | | \$ 2,983,332.00 |

| <u>ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | OBLIGATED AMOUNT |
|--|----------------------------------|---------------------|
| AA 97 3040011203 049447255Y | | \$ 2,890,000.00 |
| AB 021 201420152040 A60FL 633005441RK17 2550 L037248355 R.0009810.1.26 | | 021001 \$ 93,332.00 |
| TOTAL | | \$ 2,983,332.00 |

| LINE | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION | OBLIGATED AMOUNT |
|--------|------|---|---------------------|
| 0001AA | AA | 97 131404001120 3 049447255YDWAM33505 | |
| 0001AB | AB | 021 201420152040 A60FL 633005441RK17 2550 L037248355 R.0009810.1.26 | 021001 |

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|---|-------------|
| 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).

Combo

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

Page 21 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

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

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | HQ0339 |
| Issue By DoDAAC | W56HZV |
| Admin DoDAAC | S0512A |
| Inspect By DoDAAC | See Schedule |
| Ship To Code | See Schedule |
| Ship From Code | See Schedule |
| Mark For Code | W91ATL |
| Service Approver (DoDAAC) | Contact COR |
| Service Acceptor (DoDAAC) | Contact COR |
| Accept at Other DoDAAC | Contact COR |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | Contact ACO |
| Other DoDAAC(s) | N/A |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

frank.e.margrif.civ@mail.mil

(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.

Stacey.koide@dcma.mil

(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: Frank Margrif
E-mail: frank.e.margrif.civ@mail.mil

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

ACO: Stacey Koide
E-mail: Stacy.Koide@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.

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

Page 22 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

[End of Clause]

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

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

[End of Clause]

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

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

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

[End of Clause]

G-5 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]

G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS:

G.1.1 The contractor shall bill to the six-digit Sub-Line Item Number (SLIN) and ACRN under the four-digit Contract Lin Item Number (CLIN) for which the work effort was performed in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 23 of 35****PIIN/SIIN** W56HZV-14-C-0138**MOD/AMD**

Name of Offeror or Contractor: CONTROL POINT CORPORATION

G.2 Wide Area Workflow (WAWF) Notification

G.2.1 The contractor must notify the Contracting Officers Representative (COR) by e-mail whenever an invoice or public voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the invoice or public voucher. The COR needs to review the invoice or public voucher before approval.

*** END OF NARRATIVE G0001 ***

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

Page 24 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

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.

SPECIAL PROVISIONS

H.1 SERVICES TO BE PERFORMED: Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

H.2 PRIME CONTRACTOR AND PRINCIPAL INVESTIGATOR:

H.2.1 A minimum of one-half of the effort must be performed by the contractor (Control Point Corporation) as the prime contractor.

H.2.2 The Principle Investigator for this contract is Matthew Horning. The Principal Investigator for this contract shall not be changed and no substitution shall be made at any time during performance of this contract without prior written authorization from the Contracting Officer.

H.2.2.1 The primary employment for the Principal Investigator must be with the contractor (Control Point Corporation). Primary

Name of Offeror or Contractor: CONTROL POINT CORPORATION

employment means that more than one-half of the Principal Investigator's time is spent with the contractor.

H.3 GOVERNMENT-FURNISHED PROPERTY

H.3.1 The Government may furnish, from time to time, such items of Government-owned property as deemed necessary to assist the contractor in the performance of the contract requirements.

H.3.2 Upon completion of the contract, or in the event of the 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 for 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, ATTN: CCTA-ASG-C, Warren, MI 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.3.3 Specific Government-Furnished Property to be provided is/are as follows:

- six (6) Bradley 400A Generator

NSN: 6115-01-562-6264

Acq. Value: \$14,133

- five (5) Bradley Power Takeoff (PTO) Units

NSN: 2520-01-531-3011

Acq. Value: \$8,023

- one (1) ECP2 PTO Functional and Performance requirements

NSN: N/A

Acq. Value: N/A

- one (1) ECP2 PTO Physical Envelope and Interfaces

NSN: N/A

Acq. Value: N/A

- one (1) TARDEC supplied controller software

NSN: N/A

Acq. Value: N/A

- one (1) ECP2 500A Generator information (space claim and interfaces)

NSN: N/A

Acq. Value: N/A

- one (1) ECP2 system design information related to the PTO, Powertrain

NSN: N/A

Acq. Value: N/A

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 26 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

SECTION I - CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | NOV/2013 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY/2014 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY/2014 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY/2014 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY/2014 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT/2010 |
| I-9 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY/2011 |
| I-10 | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JUL/2013 |
| I-11 | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL/2013 |
| I-12 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/2013 |
| I-13 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL/2013 |
| I-14 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-15 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-16 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-17 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-18 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA | AUG/2011 |
| I-19 | 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT/2010 |
| I-20 | 52.215-14 | INTEGRITY OF UNIT PRICES | OCT/2010 |
| I-21 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2010 |
| I-22 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-23 | 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT/2009 |
| I-24 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2014 |
| I-25 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-26 | 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS | MAY/2014 |
| I-27 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2014 |
| I-28 | 52.222-20 | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 | MAY/2014 |
| I-29 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-30 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-31 | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP/2010 |
| I-32 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT/2010 |
| I-33 | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | JUL/2014 |
| I-34 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| I-35 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-36 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | AUG/2013 |
| I-37 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-38 | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG/2011 |
| I-39 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-40 | 52.227-1 | AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-41 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC/2007 |
| I-42 | 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR/1996 |
| I-43 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB/2013 |
| I-44 | 52.232-2 | PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS | APR/1984 |
| I-45 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-46 | 52.232-11 | EXTRAS | APR/1984 |
| I-47 | 52.232-17 | INTEREST | MAY/2014 |
| I-48 | 52.232-23 | ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-49 | 52.232-25 | PROMPT PAYMENT | JUL/2013 |
| I-50 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT | JUL/2013 |
| I-51 | 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN/2013 |
| I-52 | 52.233-1 | DISPUTES | MAY/2014 |
| I-53 | 52.233-3 | PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985) | JUN/1985 |
| I-54 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-55 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-56 | 52.243-1 | CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984) | APR/1984 |

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 27 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------|------------------------|---|-------------|
| I-57 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-58 | 52.245-1 | GOVERNMENT PROPERTY | APR/2012 |
| I-59 | 52.245-9 | USE AND CHARGES | APR/2012 |
| I-60 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-61 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-62 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | APR/2012 |
| I-63 | 52.249-9 | DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) | APR/1984 |
| I-64 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-65 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-66 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| I-67 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-68 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | SEP/2013 |
| I-69 | 252.204-7000 | DISCLOSURE OF INFORMATION | AUG/2013 |
| I-70 | 252.204-7002 | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED | DEC/1991 |
| I-71 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-72 | 252.204-7004 | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT | FEB/2014 |
| I-73 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| I-74 | 252.204-7012 | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION | NOV/2013 |
| I-75 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-76 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/2014 |
| I-77 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/2012 |
| I-78 | 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM | DEC/2012 |
| I-79 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/2012 |
| I-80 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | OCT/2010 |
| I-81 | 252.225-7007 | PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES | SEP/2006 |
| I-82 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2013 |
| I-83 | 252.225-7013 | DUTY-FREE ENTRY | OCT/2013 |
| I-84 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| I-85 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | JUN/2011 |
| I-86 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| I-87 | 252.225-7048 | EXPORT-CONTROLLED ITEMS | JUN/2013 |
| I-88 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-89 | 252.227-7013 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS | FEB/2014 |
| I-90 | 252.227-7014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION | FEB/2014 |
| I-91 | 252.227-7015 | TECHNICAL DATA--COMMERCIAL ITEMS | FEB/2014 |
| I-92 | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION | JAN/2011 |
| I-93 | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE | SEP/2011 |
| I-94 | 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | MAY/2013 |
| I-95 | 252.227-7026 | DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE | APR/1988 |
| I-96 | 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE | APR/1988 |
| I-97 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT | MAR/2000 |
| I-98 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | JUN/2013 |
| I-99 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-100 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| I-101 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-102 | 252.235-7011 | FINAL SCIENTIFIC OR TECHNICAL REPORT | NOV/2004 |
| I-103 | 252.237-7010 | PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL | JUN/2013 |
| I-104 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-105 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | DEC/2012 |
| I-106 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUN/2013 |
| I-107 | 252.245-7001 | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY | APR/2012 |
| I-108 | 252.245-7002 | REPORTING LOSS OF GOVERNMENT PROPERTY | APR/2012 |
| I-109 | 252.245-7003 | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION | APR/2012 |
| I-110 | 252.245-7004 | REPORTING, REUTILIZATION, AND DISPOSAL | MAY/2013 |
| I-111 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| I-112 | 252.246-7001 | WARRANTY OF DATA--BASIC | MAR/2014 |

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

Page 28 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-------|------------------------|--|-------------|
| I-113 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA--BASIC | APR/2014 |
| I-114 | 52.243-7 | NOTIFICATION OF CHANGES | APR/1984 |

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

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

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

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

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

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 29 of 35 |
| | PIIN/SIIN W56HZV-14-C-0138 | MOD/AMD |

Name of Offeror or Contractor: CONTROL POINT CORPORATION

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-115 252.235-7010 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 Government under Contract No. W56HZV-14-C-0138.

(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 Government.

(End of clause)

I-116 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

Name of Offeror or Contractor: CONTROL POINT CORPORATION

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

(End of Clause)

I-117 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

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

Page 31 of 35

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-118

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 <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

Name of Offeror or Contractor: CONTROL POINT CORPORATION

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, is not a small business concern under NAICS Code 541712 assigned to contract number W56HZV-14-C-0138.

(End of clause)

I-119 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) | |
| 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;

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 33 of 35 |
| | PIIN/SIIN W56HZV-14-C-0138 MOD/AMD | |

Name of Offeror or Contractor: CONTROL POINT CORPORATION

(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-120 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).

(End of Clause)

I-121 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-122 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-123 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

| | | |
|---------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0138 MOD/AMD | Page 34 of 35 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor: CONTROL POINT CORPORATION

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**Reference No. of Document Being Continued****Page 35 of 35**

PIIN/SIIN W56HZV-14-C-0138

MOD/AMD

Name of Offeror or Contractor: CONTROL POINT CORPORATION

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 | 02-JUL-2014 | | |
| Attachment 0002 | TECHNICAL DATA RIGHTS ASSERTION LIST - KER-TRAIN | 11-SEP-2014 | | 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. : 0001
- B. EXHIBIT: A
- C. CATEGORY: Deliverables
- D.SYSTEM/ITEM: Efficient Power Take Off for Bradley Combat Vehicle
- E. CONTRACT/PR NO. : W56HZV-14-C-0138
- F. CONTRACTOR: Control Point Corporation

-
- 1. DATA ITEM NO. : A001
 - 2. TITLE OF DATA ITEM: Contractors Progress, Status and Management Report
 - 3. SUBTITLE: Program Progress Report
 - 4. AUTHORITY: DI-MGMT-80227
 - 5. CONTRACT REFERENCE: C.3.1.5, C3.5.1.6, C3.5.1.7, C3.5.1.8, C.3.6.1.1
 - 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 - 7. DD250 RE: LT
 - 8. APP CODE: A
 - 9. DIST. STATEMENT REQUIRED: TBD
 - 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
 - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 - 15. TOTAL: 1 ea.
 - 16. REMARKS: The first report is due thirty (30) days after contract award date. The Contractor will submit these reports by the first (1st) of every month.
 - 17. PRICE GROUP: N/A
 - 18. ESTIMATED TOTAL PRICE: N/A

-
- 1. DATA ITEM NO. : A002
 - 2. TITLE OF DATA ITEM: Research and Development (R&D) Project Summary
 - 3. SUBTITLE:
 - 4. AUTHORITY: DI-MISC-81612B
 - 5. CONTRACT REFERENCE: C.3.6.1.2
 - 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 - 7. DD250 REQ: LT
 - 8. APP CODE: A
 - 9. DIST. STATEMENT REQUIRED: TBD
 - 10. FREQUENCY: ASREQ
 - 11. AS OF DATE: See BLK 16
 - 12. DATE OF FIRST SUB: See BLK 16
 - 13. DATE OF SUBS. SUB: See BLK 16
 - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 - 15. TOTAL: 1 ea.
 - 16. REMARKS: The draft Program Summary is due 20 days prior to the final review meeting. The COR will review and comment within 10 days. The Program Summary shall be delivered to the Government at the Final Review Meeting.
 - 17. PRICE GROUP: N/A
 - 18. ESTIMATED TOTAL PRICE: N/A

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

4. AUTHORITY: DI-MISC-80711A
5. CONTRACT REFERENCE: C.3.6.1.3, C.3.6.1.9, C.3.6.1.10
6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
7. DD250 REQ: DD
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: TBD
10. FREQUENCY: ASREQ
11. AS OF DATE: See BLK 16
12. DATE OF FIRST SUB: See BLK 16
13. DATE OF SUBS. SUB: See BLK 16
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
15. TOTAL: 1 ea.
16. REMARKS: The draft final report is due 20 days prior to the final review meeting. The COR will review and comment within 10 days. The final report shall be delivered to the Government at the Final Review Meeting.
17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A

-
1. DATA ITEM NO.: A004
 2. TITLE OF DATA ITEM: Integrated Program Management Report (IPMR)
 3. SUBTITLE: Cost/Schedule Status Report
 4. AUTHORITY: DI-MGMT-81861
 5. CONTRACT REFERENCE: C.3.6.1.4
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 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
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 15. TOTAL: 1 ea.
 16. REMARKS: The first cost/Schedule is due 30 days after contract award date. After which the Contractor will submit these reports to the COR in the monthly progress reports by the first (1st) of every month.
 17. PRICE GROUP: N/A
 18. ESTIMATED TOTAL PRICE: N/A

-
1. DATA ITEM NO. : A005
 2. TITLE OF DATA ITEM: Report, Record of Meeting/Minutes
 3. SUBTITLE:
 4. AUTHORITY: DI-ADMN-81505
 5. CONTRACT REFERENCE: C.3.6.1.5
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 10. FREQUENCY: ASREQ
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS. SUB: See BLK 16
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 15. TOTAL: 1 ea.
 16. REMARKS: The minutes shall be provided within ten (10) days in the IDE.
 17. PRICE GROUP: N/A
 18. ESTIMATED TOTAL PRICE: N/A

-
1. DATA ITEM NO. : A006

2. TITLE OF DATA ITEM: Design Review Information Package (DRIP)
 3. SUBTITLE:
 4. AUTHORITY: DI-SESS-81757A
 5. CONTRACT REFERENCE: C.3.6.2.2, C.3.6.2.3, C.3.6.2.4
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 10. FREQUENCY: ASREQ
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS. SUB: See BLK 16
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 15. TOTAL: 1 ea.
 16. REMARKS: Submit draft DRIP to COR NLT 10 days prior to the SRR/SFR, PDR and CDR. The COR will review and comment within 5 days. Contractor will make corrections and changes to the DRIP prior to each review.
 17. PRICE GROUP: N/A
 18. ESTIMATED TOTAL PRICE: N/A
-

1. DATA ITEM NO. : A007
 2. TITLE OF DATA ITEM: Test Plans/Test Procedures
 3. SUBTITLE: Engineer Design Test Plan (EDTP)
 4. AUTHORITY: DI-SESS-81704
 5. CONTRACT REFERENCE: C.3.6.1.7
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 10. FREQUENCY: ASREQ
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS. SUB: See BLK 16
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 15. TOTAL: 1 ea.
 16. REMARKS: Submit a draft test plan to the COR for review and comments thirty (30) days prior to start of each test. The Contractor shall incorporate the comments and submit the final test plan NLT fifteen (15) days following receipt of comments from the Government.
 17. PRICE GROUP: N/A
 18. ESTIMATED TOTAL PRICE: N/A
-

1. DATA ITEM NO. : A008
2. TITLE OF DATA ITEM: Test/Inspection Report
3. SUBTITLE: Test Evaluation Reports
4. AUTHORITY: DI-NDTI-80809B
5. CONTRACT REFERENCE: .3.5.1.10, C.3.6.1.8
6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
7. DD250 REQ: LT:
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: TBD
10. FREQUENCY: ASREQ
11. AS OF DATE: See BLK 16
12. DATE OF FIRST SUB: See BLK 16
13. DATE OF SUBS. SUB: See BLK 16
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
15. TOTAL: 1 ea.
16. REMARKS: submit a test report to the COR within thirty (30) days after completion of each major test including the performance, environmental, slope climb and durability tests.
17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM NO. : A009
2. TITLE OF DATA ITEM: Contract Work Breakdown Structure (CWBS)
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-81334D
5. CONTRACT REFERENCE: C.3.1.2, C.3.6.1.13
6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
7. DD250 REQ: LT
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: TBD
10. FREQUENCY: ASREQ
11. AS OF DATE: See BLK 16
12. DATE OF FIRST SUB: See BLK 16
13. DATE OF SUBS. SUB: See BLK 16
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
15. TOTAL: 1 ea.
16. REMARKS: Submit draft CWBS to COR NLT 5 days after Contract Award. COR will review and comment within 5 days. Contractor will make corrections and submit the draft CWBS and obtain approval prior to Start of Work meeting. In addition, the status of the CWBS will be reported to the Government at all milestone reviews (e.g. SRR/SFR, PDR, CDR).
17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM NO. : A010
2. TITLE OF DATA ITEM: Test Incident Reports (TIRs)
3. SUBTITLE:
4. AUTHORITY: DI-SESS-81315
5. CONTRACT REFERENCE: C.3.5.1.2, C.3.5.1.3, C.3.5.1.4, C.3.5.1.5, C.3.5.1.9, C.3.6.1.15
6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
7. DD250 REQ: LT
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: TBD
10. FREQUENCY: ASREQ
11. AS OF DATE: See BLK 16
12. DATE OF FIRST SUB: See BLK 16
13. DATE OF SUBS. SUB: See BLK 16
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
15. TOTAL: 1 ea.
16. REMARKS: TIR shall be due within fifteen (15) days from date of the incident. In contractor format.
17. PRICE GROUP: N/A
18. ESTIMATED TOTAL: N/A

1. DATA ITEM NO. : A011
2. TITLE OF DATA ITEM: Developmental Design Drawings/Models and Associated Lists
3. SUBTITLE:
4. AUTHORITY: DI-SESS-81002F
5. CONTRACT REFERENCE: C.3.2.3.3, C.3.6.1.10, C.3.6.1.11
6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
7. DD250 REQ: LT
8. APP CODE: A
9. DIST. STATEMENT REQUIRED: TBD
10. FREQUENCY: ASREQ
11. AS OF DATE: See BLK 16
12. DATE OF FIRST SUB: See BLK 16
13. DATE OF SUBS. SUB: See BLK 16
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
15. TOTAL: 1 ea.

16. REMARKS: submit documents twenty (20) days prior to the CDR and as an Addendum to the Final Technical Report.
17. PRICE GROUP: N/A
18. ESTIMATED TOTAL: N/A

-
1. DATA ITEM NO. : A012
 2. TITLE OF DATA ITEM: Technical Report Study Services
 3. SUBTITLE:
 4. AUTHORITY: DI-MISC-80508B
 5. CONTRACT REFERENCE: C.3.6.1.6
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 10. FREQUENCY: ASREQ
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS. SUB: See BLK 16
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 15. TOTAL: 1 ea.
 16. REMARKS: submit System Design Document to the Government COR for review and approval fifteen (15) working days prior the PDR, and in turn the Government will provide comments to the contractor concerning the integration schedule within five (5) working days of the PDR. The System Design Document will be updated prior to CDR and Project Completion.
 17. PRICE GROUP: N/A
 18. ESTIMATED TOTAL: N/A

-
1. DATA ITEM NO. : A013
 2. TITLE OF DATA ITEM: Contractor's Risk Management Plan
 3. SUBTITLE:
 4. AUTHORITY: DI-MGMT-81808
 5. CONTRACT REFERENCE: C.3.1.6, C.3.6.1.16
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 10. FREQUENCY: ASREQ
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS. SUB: See BLK 16
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 15. TOTAL: 1 ea.
 16. REMARKS: submit documents to COR ten (10) days prior to the Start of Work Meeting, SRR/SFR, PDR, and CDR and as an Addendum to the Final Technical Report.
 17. PRICE GROUP: N/A
 18. ESTIMATED TOTAL: N/A

-
1. DATA ITEM NO. : A014
 2. TITLE OF DATA ITEM: Risk Management Status Report
 3. SUBTITLE:
 4. AUTHORITY: DI-MGMT-81809
 5. CONTRACT REFERENCE: C.3.1.6, C.3.6.1.16
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 10. FREQUENCY: ASREQ
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS. SUB: See BLK 16
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil

15. TOTAL: 1 ea.
16. REMARKS: submit documents to COR ten (10) days prior to the Start of Work Meeting, SRR/SFR, PDR, and CDR and as an Addendum to the Final Technical Report.
17. PRICE GROUP: N/A
18. ESTIMATED TOTAL: N/A

-
1. DATA ITEM NO. : A015
 2. TITLE OF DATA ITEM: Detailed Specification Documents
 3. SUBTITLE:
 4. AUTHORITY: DI-SDMP-81464A
 5. CONTRACT REFERENCE: C.3.6.1.14
 6. REQUIRING OFFICE: RDTA-RTI-GVPM-PI, MS #121
 7. DD250 REQ: LT
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: TBD
 10. FREQUENCY: ASREQ
 11. AS OF DATE: See BLK 16
 12. DATE OF FIRST SUB: See BLK 16
 13. DATE OF SUBS. SUB: See BLK 16
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
CONTRACTING OFFICER'S REPRESENTATIVE, Frank Margrif, E-MAIL: frank.e.margrif.civ@mail.mil
CONTRACT SPECIALIST, Justin Eagle, E-MAIL: justin.s.eagle.civ@mail.mil
 15. TOTAL: 1 ea.
 16. REMARKS: submit initial specification documents including baseline requirements, requirements analysis, functional analysis and physical architecture of this EPTO system to the COR for approval within fifty (50) days after contract award with updates ten (10) days prior to the PDR and twenty (20) days prior to the CDR.
 17. PRICE GROUP: N/A
 18. ESTIMATED TOTAL: N/A

***** THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORT(S) DELIVERABLE UNDER THE CONTRACT *****

Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* Office XP or Microsoft* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.
 - (2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.
 - (3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or webpages for reference information. All linked information must be contained within your electronic report, and be accessible offline.
 - (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an email copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.
 - (5) Please note that we can no longer accept .zip files due to increasing security concerns.
- N O T E . MACROS: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.
- (1) ACCEPTABLE MEDIA: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.
 - (2) E-MAIL: Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously, "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary; however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
 - (3) 650 MEGABYTE CD ROM via U.S. Mail or other carrier: The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

Frank Margrif/ AMSRD-TAR-R/ Mail Stop 121
U.S. Army TACOM LCMC
6501 East 11 Mile Road
Warren, MI 48397-5000

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail and CDROM