

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA4	<b>Page</b> 1	<b>Of</b> 43	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-14-C-0180		<b>3. Effective Date</b> 2014JUL03	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND JAYSON WEATHERINGTON WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA DALLAS 600 N PEARL STREET SUITE 1630 DALLAS TX 75201-2843		<b>Code</b> S4402A	
<b>e-mail address:</b> JAYSON.M.WEATHERINGTON.CIV@MAIL.MIL						

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA RD SAN ANTONIO, TX 78238-5166		<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		<b>9. Discount For Prompt Payment</b>	
<b>Code</b> 26401		<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>	
<b>Facility Code</b>		<b>Item</b> 12	
		<b>To The Address Shown In:</b>	

<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		<b>Code</b> HQ0339
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<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		<b>14. Accounting And Appropriation Data</b> SEE SECTION G			
<b>15A. Item No.</b>	<b>15B. Supplies/Services</b>	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>
SEE SCHEDULE					
<b>15G. Total Amount Of Contract</b> →					\$1.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	3	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	43
X	D	Packaging and Marking	16	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	17		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	18		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	19		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	22				

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

<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	<b>18.</b> <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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<b>19A. Name And Title Of Signer (Type Or Print)</b>		<b>20A. Name Of Contracting Officer</b>  LYNN M. BYRNE LYNN.M.BYRNE.CIV@MAIL.MIL (586)282-2703	
<b>19B. Name of Contractor</b>	<b>19c. Date Signed</b>	<b>20B. United States Of America</b>	<b>20C. Date Signed</b>
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2014JUL03

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 43</b>
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**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JAYSON WEATHERINGTON  
 Buyer Office Symbol/Telephone Number: CCTA-ASG-A/(586)282-0432  
 Type of Contract: Cost No Fee  
 Kind of Contract: Research and Development Contracts  
 Type of Business: Large Business Performing in U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: No Identified Army Weapons Systems  
 Contract Expiration Date: 2015JUN30

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.201-4000	ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011

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

[End of Provision]

This is a sole source solicitation to Southwest Research Institute (SwRI) P.O. Box 28510, 6220 Culebra Road, San Antonio, TX 78238-5166 (Cage Code 26401).

A.1 PURPOSE:

This cost, no fee contract provides for the acquisition, installation, use, maintenance, replacement, repair, rehabilitation, preservation, protection surveillance, accountability and disposition of Government-owned equipment and real property required to support research and development of Fuels, Lubricants and other automotive performance fluids and equipment.

The parties acknowledge that the GFE and facilities to be covered under this contract was previously managed under the Southwest Research Institute (SwRI) research and development work directive contract W56HZV-09-C-0100, provisions H.6 and H.7, and the facilities previously managed under facilities contract DAAE07-95-E-9001.

\*\*\* END OF NARRATIVE A0001 \*\*\*

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**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CLIN 0001, 0002, 0003, 0004 and 0005: BASE YEAR and OPTION TO EXTEND SERVICES

B.1.1 CLIN 0001 is the base period of performance, which is in effect from date of award through 30 June 2015.

B.1.2 In accordance with H-3, this contract contains four options to extend the period of performance in one-year increments, up to five years including the base year, per the following:

CLIN 0002, Option to Extend Services, is established as an option to extend the contract period of performance by one year, from 1 July 2015 to 30 June 2016.

CLIN 0003 Option to Extend Services, is established as an option to extend the contract period of performance by one year, from 1 July 2016 to 30 June 2017.

CLIN 0004 Option to Extend Services, is established as an option to extend the contract period of performance by one year, from 1 July 2017 to 30 June 2018.

CLIN 0005 Option to Extend Services, is established as an option to extend the contract period of performance by one year, from 1 July 2018 to 30 June 2019.

B.2 Contract Ceiling Amount

B.2.1 The total contract amount shall not exceed \$2,500,000.00

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

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001	Facilities Maintenan  This CLIN is for the base period of performance in accordance with B.1.1. The base period of performance is in effect from date of award through 30 June 2015.  SubCLIN 0001AA will not be used.  (End of narrative B001)										
0001AB	<u>BASE YEAR</u> _____  SERVICE REQUESTED: Facilities Maintenan CLIN CONTRACT TYPE: Cost No Fee PRON: R34KJ095R3 PRON AMD: 01 ACRN: AA AMS CD: 633005441RK17 PSC: Z1HA  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>REL CD</u></td> <td style="width: 30%;"><u>QUANTITY</u></td> <td style="width: 40%;"><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-JUN-2015</td> </tr> </table> <p style="text-align: right;">\$ 1.00</p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-JUN-2015	1	LO		\$ 1.00
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	1	30-JUN-2015									
0002	UNEXERCISED OPTION 1  OPTION TO EXTEND THE TERM OF THE CONTRACT in accordance with FAR 52.217.9 and H-3.  This option to extend the term of the contract DOES NOT Form a part of the basic contractual term. However, the term may be extended and added to the contract by exercise of the option clause, at the discretion of the Government.  CLIN 0002 is to extend the period of performance by one year from 1 July 2015 to 30 June 2016.  The Government will provide preliminary notice of its intent to extend at least 60 days before the contract expires and written notice within 30 days. The preliminary notice does										

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AA	<p>not commit the Government to the extension.</p> <p>(End of narrative B001)</p> <p><u>UNEXERCISED OPTION 1 TO EXTEND THE TERM OF THE CONTRACT</u></p> <p>SERVICE REQUESTED: UNEXERCISED OPTION 1                      CLIN CONTRACT TYPE:                      Cost No Fee                      PSC: Z1JB</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2016</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-MAR-2016	1	LO		\$ 1.00
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001	1	31-MAR-2016												

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0003	<p>UNEXERCISED OPTION 2</p> <p>OPTION TO EXTEND THE TERM OF THE CONTRACT in accordance with FAR 52.217.9 and H-3.</p> <p>This option to extend the term of the contract DOES NOT Form a part of the basic contractual term. However, the term may be extended and added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>CLIN 0003 is to extend the period of performance by one year from 1 July 2016 to 30 June 2017.</p> <p>The Government will provide preliminary notice of its intent to extend at least 60 days before the contract expires and written notice within 30 days. The preliminary notice does not commit the Government to the extension.</p> <p>(End of narrative B001)</p>													
0003AA	<p><u>UNEXERCISED OPTION 2 TO EXTEND THE TERM OF THE CONTRACT</u></p> <p>SERVICE REQUESTED: UNEXERCISED OPTION 2                      CLIN CONTRACT TYPE:                      Cost No Fee                      PSC: Z1JB</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2017</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-MAR-2017	1	LO		\$ 1.00
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001	1	31-MAR-2017												

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0004	<p>UNEXERCISED OPTION 3</p> <p>OPTION TO EXTEND THE TERM OF THE CONTRACT in accordance with FAR 52.217.9 and H-3.</p> <p>This option to extend the term of the contract DOES NOT Form a part of the basic contractual term. However, the term may be extended and added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>CLIN 0004 is to extend the period of performance by one year from 1 July 2017 to 30 June 2018.</p> <p>The Government will provide preliminary notice of its intent to extend at least 60 days before the contract expires and written notice within 30 days. The preliminary notice does not commit the Government to the extension.</p> <p>(End of narrative B001)</p>													
0004AA	<p><u>UNEXERCISED OPTION 3 TO EXTEND THE TERM OF THE CONTRACT</u></p> <p>SERVICE REQUESTED: UNEXERCISED OPTION 3                      CLIN CONTRACT TYPE:                      Cost No Fee                      PSC: ZLJB</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2018</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-MAR-2018	1	LO	\$	1.00
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<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-MAR-2018												

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0005	<p>UNEXERCISED OPTION 4</p> <p>OPTION TO EXTEND THE TERM OF THE CONTRACT in accordance with FAR 52.217.9 and H-3.</p> <p>This option to extend the term of the contract DOES NOT Form a part of the basic contractual term. However, the term may be extended and added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>CLIN 0005 is to extend the period of performance by one year from 1 July 2018 to 30 June 2019.</p> <p>The Government will provide preliminary notice of its intent to extend at least 60 days before the contract expires and written notice within 30 days. The preliminary notice does not commit the Government to the extension.</p> <p>(End of narrative B001)</p>													
0005AA	<p><u>UNEXERCISED OPTION 4 TO EXTEND THE TERM OF THE CONTRACT</u></p> <p>SERVICE REQUESTED: UNEXERCISED OPTION 4                      CLIN CONTRACT TYPE:                      Cost No Fee                      PSC: Z1JB</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-MAR-2019</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-MAR-2019	1	LO	\$	1.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-MAR-2019												

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0006	<p>CDRL (DDFORM 1423) EXHIBIT A</p> <p>Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423, is herein after referred to as Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>UNDEFINITIZED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED	1	LO		\$ ** NSP **
DLVR SCH		PERF COMPL												
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
C-1 52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 90calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 90 calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-2 52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 90 calendar days of contract award and within 90 calendar days of new employees commencing performance, with the results reported to the COR no later than 30 calendar days after contract award.

(End of Clause)

C-3 52.204-4020 (TACOM)	ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES	JUN/2012
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The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C.1 SCOPE

The purpose of this contract is to:

(1) provide existing Government-owned equipment and real property to enable contractor(s) to carry out or continue performance of required scopes of work pursuant to designated research and development contracts of the US Army TARDEC, and other authorized Government Agencies.

(2) provide for the acquisition, installation, use, maintenance, replacement, repair, rehabilitation, preservation, protection surveillance, accountability and disposition of Government-owned Property.

(3) account for Contractor Acquired Property purchased for use under the contract, and

(4) account for Government Furnished Equipment & Real Property.

C.2 Government Owned, Contractor Operated TARDEC Fuels and Lubricants Research Facilities (TFLRF) & Equipment.

C.2.1 The property listed in Attachment 1 of this contract, title to which is vested in the Government, are in the contractors possession pursuant to the terms of this contract and the below listed long term land lease.\-Attachment 1 includes real property and equipment.\-This property is located at Southwest Research Institute, San Antonio, Texas, on land leased by the Government (Lessee) from

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Southwest Research Institute (Lessor) by Lease Agreement No. DACA63-5-74-0319, dated 14 May 1974 (effective date 01 July 1974).~ The term of the lease is fifty (50) years.~ Pursuant to the rights provided the Government by the terms of said lease, any authorized contractor may enter the land and utilize the Government-owned real property and equipment for the required performance of the U.S. Army research and development contracts, without interference.

C.2.2 If any further property is added to Attachment 1, they shall be made available to the contractor in sufficient time to enable the contractor to meet the delivery or performance dates of any related contracts approved by the Contracting Officer.

**C.3.1 Maintenance Support of Facilities**

C.3.1 The contractor shall provide the following routine repair and maintenance:

C.3.1.1 Supervision: The contractor shall provide general supervision of laboratory operations, and overall facilities (including but not limited to the following examples: normal operation, changes/repairs, etc; tracking and reporting environmental data (including but not limited to the following examples: fuel usage, oil usage, emissions output, etc).

C.3.1.2 Building Maintenance: The contractor shall provide general upkeep and repair of physical building (including but not limited to the following examples: roofing, walls, flooring, gutters, glass, etc), general upkeep and repairs of building infrastructure (including but not limited to the following examples: hvac, domestic plumbing, process plumbing, electrical, interior/exterior painting, etc)

C.3.1.3 Equipment Maintenance: The contractor shall provide general upkeep and repairs of building equipment (including but not limited to the following examples: chiller, freight elevator, exhaust system, cooling tower, lathe, milling machine, drill presses, band saws, test equipment routine maintenance, etc)

C.3.1.4 Equipment Installation: The contractor shall provide general installation of test equipment, or modifications to building/infrastructure to accept installation of new test equipment or test stand installations (including but not limited to the following examples: electrical modification, plumbing modification, etc)

C.3.1.5 Equipment Inventory/Records: The contractor shall provide Government property administration (including but not limited to the following examples: record keeping, audits, utilization, routine inventory, etc)

C.3.1.6 Equipment Repair: The contractor shall repair of any item that is Government property (including but not limited to the following examples: cooling tower, dyno controller, dynamometer, emissions bench, etc)

C.3.1.7 Safety Compliance: Includes, but not limited to: safety audit participation, safety related actions taken at facility (including but not limited to the following examples: signage, waste handling, storage, etc), corrective actions to improve/ensure safety

C.3.1.8 Stockroom Operations: The contractor shall operate the building stockroom (including but not limited to the following examples: receiving and storing incoming shipments, maintaining inventory of commonly used items, government property administration, etc)

C.3.1.9 Janitorial Services: Includes, but not limited to: general janitorial services provided for Government facility (including but not limited to the following examples: office cleaning, restroom cleaning, laboratory cleaning, etc)

C.3.1.10 Laboratory Housekeeping: The contractor shall provide general housekeeping of laboratory spaces (including but not limited to the following examples: glass ware cleaning and stocking, organization of test equipment and supplies, sample administration and clean out, etc)

C.3.1.11 Calibration: The contractor shall provide calibration of all Government owned test hardware to ensure data integrity (including but not limited to the following examples: wet laboratory equipment, hand tools (including but not limited to the following examples: torque wrenches, measurement devices), test installations (thermocouples, load cells, pressure transducers, etc))

C.4 Submitting Work Orders. The contractor shall, prior to making any binding commitment or incurring any expense in excess of \$10,000 for acquisition, repair, or rehabilitation of said Attachment 1 facilities and equipment, furnish and deliver to the contracting officer or their duly authorized representative a Work Order for maintenance of Attachment 1 facilities and equipment, to include the acquisition, installation, maintenance, replacement, repair, rehabilitation, preservation, accountability, and disposition of Government-owned facilities, equipment and installed systems. The contractor shall not make such binding commitments or incur such expense until notified by the Contracting Officer, or his duly authorized representative, as to whether such item will be furnished by the Government.

C.4.1 To ensure best value in projects referenced in C.4, in addition to submitting Work Orders, the contractor shall also submit cost proposals to the Contracting Officer for those projects with proposed funding in excess of \$50,000, including supplemental Work Orders referenced in C.4.4.1 that exceed the same funding threshold. The Contracting Officer will evaluate the proposal and provide authorization via contract modification, if approved.

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C.4.2 In the case of repairs to Government-owned real property, equipment, and Installed Systems for test equipment or equipment or systems supporting of test equipment, Work Orders shall be submitted only if the estimated repair cost is in excess of \$25,000 per item per occasion.

C.4.3 In the case of repairs to Mobile Government Equipment like microscopes and other equipment that can be moved to a different location in support of testing or maintenance, Work Orders shall be submitted only if the estimated repair cost is in excess of \$25,000 per item per occasion.

C.4.4 Work Order requests for funding shall include the following information:

- a. Statement of need
- b. All estimated costs broken out by cost element, a description of the work to be performed with the number of labor hours per task
- c. Description, Quantity, and Cost per Item of Material (as applicable)
- d. Description and cost of sub-contractor services and materials
- e. Alternatives considered
- f. Original acquisition cost
- g. Allowable indirect rates
- h. Estimated to complete the Work Order
- i. A minimum of two competitive quotes must be submitted with Work Order Request

C.4.4.1 If at any time during the performance of an approved Work Order any deviation from the originally authorized scope of work becomes necessary, or when an apparent inadequacy of the original allocation of funding to support the Work Order costs arises, a supplemental Work Order proposal shall be required for review and approval by the Contracting Officer. Changing vendor services to contractor labor or changing contractor labor to vendor services shall constitute a change in Work Order scope.

C.4.4.2 Costs from one approved Work Order shall not be transferred to another unless approved by the Contracting Officer. Work Orders are subject to the Limitation of Cost clause (FAR 52.232-20) as well as Fiscal Year limitations on obligation of funds.

**C.5 Work Order Execution**

C.5.1 The contractor shall, in the shortest possible time after authorization by the Contracting Officer, acquire and repair or rehabilitate where necessary, for the resale to the Government, or manufacture for sale to the Government, the Government-Furnished Property listed in Attachment 1 which is attached hereto and made a part hereof.

C.5.2 The contractor shall be free to use any items of his own manufacture, upon advising the Government in advance as to the prices and conditions upon which such items will be supplied, and after written authorization by the Contracting Officer. The contractor shall charge the Government for such items the lowest price then currently charged by the contractor to any other purchaser, including other divisions of the contractor. Nothing contained herein shall be construed to require the contractor to furnish at cost equipment or standard items which he manufactures for commercial use or sale. In the event that Government is able to obtain any such item(s) of equal quality and quantity at a lower price or on more favorable conditions from any responsible competitive source or from its own manufacture, it may undertake to do so provided it so notifies that contractor prior to any commitments or expenditures by the contractor therefore.

**C.6 Use of Facilities**

C.6.1 Subject to the terms and conditions set forth in this contract, the Government hereby grants the contractor the right to use the property set forth in Attachment 1 of this contract for research and development work under Government contracts approved by the Contracting Officer and those contracts previously approved pursuant to the terms of Contract No. DAAG07-95-E-9001. The contractor agrees that no part of this cost of the property included in Attachment 1 of this contract in the form of depreciation or amortization has been or will be included in the price for end items or services under related Government contracts for which Attachment 1 property has been authorized for use.

C.6.2 Use of the property under this contract shall be governed by the provisions of Part 52.245-1 of the Federal Acquisition Regulation. The contractor shall safeguard and maintain the facilities provided under this contract.

The contractor shall hereby have the authority to use the real property and equipment under this contract for non-government work for a rental fee, on a non-interference basis for work effort being performed under the Government contract(s). The rental calculation method to be used, as agreed upon by both parties, involves the time used, a percentage of the acquisition cost of the property, and in some cases, the space in a building that is used. The Contractor is responsible for maintaining records to show how rental charges are achieved and for issuing a check to be sent to the cognizant Administrative Contracting Officer.

The following is the method of calculation to be used to determine the hourly rental rate:

Rental charges are a combination of the rental equipment being used, and the building space occupied by the equipment and staff conducting the work.

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Space monthly rate is calculated by dividing the building acquisition cost by the total square footage and multiplying by 2%. This is the rate per square foot per month.

Equipment monthly rate is calculated by multiplying the equipment acquisition cost by 2%.

The total monthly rental rate will be the sum of the space\_monthly rate and the equipment monthly rates.

The hourly rate is the total monthly rate divided by 176 (the total hours in the month).

The rental charge is the reported hours used multiplied by the hourly rate.

The collected fees for the rental time will be sent in the form a check to the cognizant Administrative Contracting Officer with supporting documentation within 30 days after the month for which the rental time for non-government use has occurred.

The contractor shall provide maintenance for the Government property and equipment included in Attachment 0001 as described by Contract DAAE07-95-E-9001. Maintenance includes the furnishing of all utility services such as water and electricity, minor building and equipment repair and emergency repairs to the property. With approval of the government Contracting Officer, the following may also be included: new equipment purchases, installation of the new equipment, equipment replacement, building repair, other than minor repairs, and rehabilitation. All work effort performed by third parties within the Government property and/or using the equipment will be charged a pro-rata share of the maintenance costs. The contractor shall report the maintenance costs in the Contractors Progress, Status and Management Report.

C.6.3 The property provided under this contract shall remain in the possession of the contractor for the period of this contract unless sooner terminated by the Government. In the event the Government terminates the contractors right to use the property (equipment and real property), or the contractor exercises his option to terminate this facilities contract, as provided in the clause of this contract entitled Government Furnished Property, and the Government continues the operation of the property on Attachment 1 by Government personnel or by contract, the contractor, during the term of this contract, agrees (1) that the Government or any other contractor selected by the Government to operate the property (equipment and real property) shall be allowed reasonable and proper access to all TFLRF Government facilities and without cost to the Government or other contractor selected by the Government, (2) to furnish to the Government or such other contractor all utility services such as water, electricity and any others needed in the operation of said real property or the equipment installed or located therein through the lines, wires, pipes or other property of the contractor and the Government agrees to reimburse the contractor for the cost of such service, but without payment of profit or fee of any kind thereof.

#### C.7 Substitute Facilities

C.7.1 The contractor may, with prior written approval of the Contracting Officer, substitute property similar to those in Attachment 1, or may add additional property thereto from time to time as required during the course of the work, in which event Attachment 1 will be modified accordingly. A copy of all approved revisions or changes of said Attachment 1 shall be furnished to the Contracting Officer so that, at all times, his copy of Attachment 1 will be current and include all approved modifications. A final revised Attachment 1 containing all modifications shall be incorporated in the contract by supplemental agreement thereto upon completions of the work set forth herein.

#### C.8 Contractor Acquired Property and Equipment

C.8.1 The contractor shall report all contractor acquired equipment funded and purchased for use under this contract to the Contracting Officer on a quarterly basis during the last day of the following months: March, June, September, and December. This information shall be added via Modification of Attachment 1 to this contract.

#### C.9. Government Furnished Property

C.9.1 All Government furnished property contained within the TFLRF is incorporated in Attachment 1. All equipment transfers and dispositions shall be coordinated with the Contracting Officer and Administrative Contracting Officer and authorized via contract modification.

#### C.9.2 Applicability

C.9.2.1 The parties agree that the Contractor will use the GFE for Government work only unless authorizes in writing by the Administrative Contracting Officer (ACO), and then subject to the terms and conditions of this contract. All previously funded contractual actions relating to the subject facilities approved under the existing work directive contract will be performed to completion and paid under that contract.

#### C.9.3 Transfer of GFE

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C.9.3.1 The list of GFE currently covered under work directive contract W56HZV-09-C-100, provision H.7 GOVERNMENT-FURNISHED EQUIPMENT, will be transferred to the contract resulting from the award of solicitation W56HZV-14-R-0162. The GFE listing is attached as Attachment 001. The transfer of GFE will be within the stipulations of the resulting contract Section C.

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

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## SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION

Upon the direction of the ACO, when an item of GFP is to be prepared for storage, or removed for shipment to another facility, the GFP shall be preserved, as appropriate.

D.2 PREPARATION FOR STORAGE AND/OR SHIPMENT

Any item of facility GFP, with its related unique spares, that is to be stored or shipped to another destination outside of the contractor's immediate locale shall be prepared in accordance with instructions per MIL-STD-107G entitled "Preparation and Handling of GFP for Shipment and Storage" or as directed by the ACO.

D.3 BLOCKING, BRACING & SKIDDING

Blocking, Bracing and Skidding of facility GFP to be shipped shall be in accordance with instructions per MIL-HDBK-701A or as directed by the ACO.

D.4 MARKING FOR SHIPMENT & STORAGE

Marking for shipment and storage shall be in accordance with MIL-STD-129D or as directed by the ACO.

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

**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984

E.1 INSPECTION AND ACCEPTANCE OF COMPLETED WORK ORDERS

E.1.1 Upon completion of approved Work Orders, the contractor shall notify the COR, or his designated representative, in writing within 10 business days of completion so that the work performed can be inspected, and accepted if appropriate. The final payment will not be made until the work order action is inspected and accepted by the COR.

E.2 INSPECTION OF GOVERNMENT FURNISHED PROPERTY (GFP)

E.2.1 GFE and GFP maintenance and other services as described in this contract shall be inspected in accordance with FAR 52.246-5.

E.2.2 The contractor shall perform annual physical inventory and report the results to the designated DCMA Government Property Administrator and provide a copy to the COR.

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

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## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-4	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

## F.1 Performance

The period of performance is one year from date of award, unless options are exercised in accordance with H.3.

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

**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/ LINE	MIPR/ ITEM	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AB	R34KJ095R3 633005441RK17	2	R.0009809.1.1	AA	\$ 1.00
TOTAL					\$ 1.00

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201420152040      A60FL 633005441RK17      2550 L036316183 R.0009809.1.1	021001 \$ 1.00
TOTAL		\$ 1.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AB	AA	021 201420152040      A60FL 633005441RK17      2550 L036316183 R.0009809.1.1	021001

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W56HZV
Admin DoDAAC	S4402A
Inspect By DoDAAC	S4402A
Ship To Code	Refer to Deliver Schedule
	Refer to Inspection and
	Acceptance Points: Origin
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(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.

(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: Eric Sattler  
E-mail: eric.r.sattler.civ@mail.mil

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

ACO: Elda Villarreal  
E-mail: elda.villarreal@dcma.mil

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

[End of Clause]

G-3 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE

SEP/2009

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

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

## Section H Special Provisions:

## H.1 Reimbursement for Contractors Expenditures:

H.1.1 Pursuant to the provisions of the clause of this contract entitled Allowable Cost and Payment and without limiting the generality of Part 31 of the Federal Acquisition Regulation, the following shall be considered allowable items of cost under this contract when incurred or paid by the contractor and when necessary and used for the performance of the work hereunder.

a) Cost of facilities or Government Furnished Property (GFP) procured from sources other than his own manufacture:

1. The net invoice price thereof.

2. The cost of transportation to the contractors facility or other place of installation of said facilities or GFP provided, however, that no reimbursement shall be going to the contractor hereunder when the invoice price described in subparagraph (1) has included the cost of transportation.

3. Allowable overhead and general and administrative expenses.

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- b) GFP manufactured by the contractor (other than those items included in subparagraph (c) below):
- c) Standard or commercial items manufactured by the contractor.
- d) Cost of repair, restoration or rehabilitations of facilities or GFP acquired by the contractor or furnished by the Government which is necessary in order to make such facilities serviceable or fit for use prior to the commencement of such use.
- e) Installation of the current contract ceiling won't permit additional facilities. GFP acquired or manufactured hereunder or furnished by the Government when effected by servants, agents, or employees of the contractor:

The costs incurred by contractors in installing GFP hereunder as determined in accordance with Part 31 of the Federal Acquisition Regulation.

- f) For the installation of GFP acquired or manufactured hereunder or furnished by the Government when effected by persons other than the servants, agents, or employees of the contractor:

The net invoice price to the contractor of the installation.

- g) For necessary facility arrangement, rehabilitation and incidental construction, including any necessary services required prior to installation of Attachment 1 facilities:

The costs incurred in connection with such work as determined in accordance with Part 31 of the Federal Acquisition Regulation.

H.2 This Consolidated Facilities Use and Maintenance Contract supersedes Consolidated Facilities Contract DAAE07-95-E-9001 and all modifications thereto. All Property acquired by or furnished to the contractor pursuant to the terms of the prior contract are hereby transferred to this contract for accountability.

#### H.3 Option to Extend Services

In accordance with FAR 52.217-9, this contract includes options to extend the period of performance in one-year increments, up to a total of four years. The Government may unilaterally exercise this option no later than 30 days before the current contract period of performance ends under CLINs 0002, 0003, 0004, and 0005 per the following:

CLIN 0002, Option to Extend Services, is established as an option to extend the contract period of performance by one year, from 1 July 2015 to 30 June 2016.

CLIN 0003, Option to Extend Services, is established as an option to extend the contract period of performance by one year, from 1 July 2016 to 30 June 2017.

CLIN 0004, Option to Extend Services, is established as an option to extend the contract period of performance by one year, from 1 July 2017 to 30 June 2018.

CLIN 0005, Option to Extend Services, is establish as an option to extend the contract period of performance by one year, from 1 July 2018 to 30 June 2019.

If the Government fails to exercise an option to extend services under the contract, the contract expires at the end of the current contract period of performance.

#### H.4 Contractor Performance Assessment Reporting System (CPARS)

H.4.1 The contractor will register at the CPARS Access site:  
<http://www.cpars.csd.disa.mil/cparsmain.htm>.

H.4.2 The contractor's performance under this contract shall be assessed by the Government. An interim assessment will be prepared every 12 months and a final assessment will be prepared when the contract is physically complete. The Contracting Officer (Assessing Official), the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Technical (Quality of Product or Services); Schedule; Cost Control; and Management (Subcontract Management, Program Management or Other Management). The assessment/review will be accomplished using the Contractor Performance Assessment Reporting System (CPARS). The completed evaluations shall not be released to anyone other than Government personnel and the contractor whose performance is being evaluated.  
The CPARS Access web link is: <http://cpars.csd.disa.mil>.

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

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## SECTION I - CONTRACT CLAUSES

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	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	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-20	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
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I-25	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-27	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-3	CONVICT LABOR	JUN/2003
I-30	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY/2014
I-31	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
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I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-37	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-38	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-39	52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY/2014
I-40	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-41	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-42	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP/2013
I-43	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-44	52.223-6	DRUG-FREE WORKPLACE	MAY/2001

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I-45	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-46	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-47	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-48	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-49	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-50	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-51	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-53	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-54	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-55	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-56	52.232-1	PAYMENTS	APR/1984
I-57	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-58	52.232-11	EXTRAS	APR/1984
I-59	52.232-17	INTEREST	MAY/2014
I-60	52.232-20	LIMITATION OF COST	APR/1984
I-61	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-62	52.232-25	PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)	FEB/2002
I-63	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-64	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-65	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-66	52.233-1	DISPUTES	MAY/2014
I-67	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-68	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-69	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-70	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-71	52.242-13	BANKRUPTCY	JUL/1995
I-72	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-73	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-74	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2014
I-75	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-76	52.245-9	USE AND CHARGES	APR/2012
I-77	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-78	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-79	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-80	52.248-1	VALUE ENGINEERING	OCT/2010
I-81	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-82	52.249-14	EXCUSABLE DELAYS	APR/1984
I-83	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-84	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-85	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-86	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-87	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-88	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-89	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-90	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-91	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-92	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-93	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-94	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-95	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-96	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-97	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-98	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-99	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-100	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-101	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-102	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-103	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED	OCT/2010

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I-104	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-105	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-106	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-107	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-108	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-109	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-110	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-111	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-112	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-113	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-114	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-115	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-116	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-117	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-118	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-119	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-120	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-121	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-122	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-123	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-124	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-125	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-126	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-127	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-128	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-129	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-130	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-131	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

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

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

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

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

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

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

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

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

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

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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

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

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs

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for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

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

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

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

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

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

(End of Clause)

I-132            52.217-9            OPTION TO EXTEND THE TERM OF THE CONTRACT            MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

I-133            52.222-42            STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES            MAY/2014

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

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

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-134            52.227-11            PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR            MAY/2014

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

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(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

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(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

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(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. n/a

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-135            52.244-2            SUBCONTRACTS            OCT/2010

(a) Definitions. As used in this clause

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

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the

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greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-136            52.247-1            COMMERCIAL BILL OF LADING NOTATIONS            FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Government and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Government and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. W56HZV-14-C-XXXX. This may be confirmed by contacting the COR.

(End of Clause)

I-137            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 under Contract No. W56HZV-14-C - 2-.

(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 Government.

(End of clause)

I-138            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

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Contractor ownership change.

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

(End of Clause)

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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 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 \_\_\_\_\_ assigned to contract

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number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-140 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-141 52.230-2 COST ACCOUNTING STANDARDS MAY/2014

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

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

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

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

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

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

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to

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

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

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

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

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52.230-3

DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

MAY/2014

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

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

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

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

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

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

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

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

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

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

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

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

(End of clause)

I-143            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-144            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-145            252.223-7001        HAZARD WARNING LABELS            DEC/1991

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

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

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

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

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MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-146            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

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

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

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

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

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

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

[End of Clause]

I-147            52.219-4070            PILOT MENTOR-PROTEGE PROGRAM            APR/2006

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

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/)

or

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

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

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001	21-MAR-2014	001	
Attachment 0001	RESERVED	30-APR-2014	016	EMAIL
Attachment 0002	WORK ORDER REQUEST	19-MAR-2014	002	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.: 0006  
B. EXHIBIT : A001  
C. CATEGORY.....: Cost Reports  
D.. SYSTEM/ITEM...: Southwest Research Institute (SwRI) Facility Contract  
E. CONTRACT/PR NO.:  
F. CONTRACTOR.....: SwRI

1. DATA ITEM NO. ....: A001  
2. TITLE OF DATA ITEM: Contractor's Progress Status and Management Report  
3. SUBTITLE .....: Quarterly Report  
4. AUTHORITY .....: N/A  
5. CONTRACT REFERENCE:  
6. REQUIRING OFFICE...: RDTA-SIE-ES-FPT-FLT  
7. WAWF/DD250 REQ\ '85 . : DD  
8. APP CODE .....: N/A  
9. DIST. STATEMENT REQUIRED: C  
10. FREQUENCY: Quarterly  
11. AS OF DATE: Date of Award  
12. DATE OF FIRST SUB: 3 months DAC  
13. DATE OF SUBS. SUB: See Section 16  
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACT OFFICER'S REPRESENTATIVE, NAME: Eric Sattler, E\_MAIL: mailto:eric.r.sattler.civ@mail.mil  
CONTRACT SPECIALIST, NAME Jayson Weatherington, E\_MAIL: mailto:jayson.m.weatherington.civ@mail.mil

15. TOTAL: 1

16. REMARKS:  
a. Quarterly Status Reports shall be submitted in contractor format to the COR 10 days after the end of the Month.  
b. Quarterly Status Reports shall cover the period since the last Quarterly report was submitted.  
c. Quarterly Status Reports shall contain the following:  
    Quarterly Cost incurred  
    Projected future costs  
    Description of costs

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE: