

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 75	Pages
2. Contract Number		3. Solicitation Number W56HZV-14-R-0034		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014FEB20	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HTB-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV		8. Address Offer To (If Other Than Item 7)			

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2014MAR06 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name JOSEPH BADALAMENTI	B. Telephone (No Collect Calls)			C. E-mail Address JOSEPH.BADALAMENTI@US.ARMY.MIL
		Area Code (586)	Number 282-5678	Ext.	

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	C	Description/Specs./Work Statement	20	X	J	List of Attachments	61
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
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15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JOSEPH BADALAMENTI
Buyer Office Symbol/Telephone Number: CCTA-HTB-A/(586)282-5678
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Service Contracts
Weapon System: High Mobility Multi-Purpose Wheeled Vehi

*** End of Narrative A0000 ***

Executive Summary: Solicitation W56HZV-14-R-0034 will result in a new Cost-Plus-Fixed-Fee (CPFF) Level-Of-Effort (LOE) Contract for System Technical Support (STS) services for the High Mobility Multipurpose Wheeled Vehicle (HMMWV) Family of Vehicles (FOV). These services consist of tasks and efforts in the disciplines of Engineering, Logistics, Quality Assurance, and Configuration Management. Work Directives (WDs) will be issued to designate specific Contractor services to be executed throughout the contract's performance period. The total period of performance for this effort is 24 months (12-month base ordering period and a 12-month option ordering period).

*** END OF NARRATIVE A0002 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv14r0034.

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

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

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

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

(e) Note to offerors:

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

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Name of Offeror or Contractor:

specified.

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

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

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

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

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

End of Provision

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

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

[End of Provision]

A-3 52.204-4023 NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON) AT FEB/2013
DETROIT ARSENAL

Contractors are hereby notified that there is a potential impact on contractor performance during increased FPCON during periods of increased threat. During FPCONS Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

(End of Notice)

A-4 52.204-4024 NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP) AT THE DETROIT FEB/2013
ARSENAL

In accordance with AR 525-13, Contractor personnel working on an installation are subject to participation in Installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc).

(End of Notice)

A-5 52.209-4025 NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL MAR/2013

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0034 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	STS WD funding													
0001AA	<p><u>BASE PERIOD - SERVICES PRICED</u></p> <p>SERVICE REQUESTED: STS WD funding PRON: JZ32L031JZ PRON AMD: 01</p> <p>For information regarding Base period service requirements, please refer the Section C of this solicitation.</p> <p>Base Year Effort: May include up to 26,557 Level of Effort (LOE) Hours.</p> <p>The period of performance is from date of award through 365 days.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="261 1209 769 1283"> <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>AS REQUIRED</td> </tr> </table> <p>\$</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO		\$ _____
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0002	UNEXERCISED OPTION CLIN													
0002AA	<p><u>UNEXERCISED OPTION CLIN</u></p> <p>Option 1 STS Services.</p> <p>Option Effort: May include up to 53,114 Level of Effort (LOE) Hours.</p> <p>The period of performance is from date of award through 730 days.</p> <p>(End of narrative B001)</p>	1	LO		\$ _____									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0034 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A007	<p><u>CDRL A007 - SCIENTIFIC TEST REPORT</u></p> <p>CDRL A007 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.1.4.1, C.3.2.3.2.</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
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A008	<p><u>CDRL A008 - CRITICAL ITEM SAFETY REPORT</u></p> <p>CDRL A008 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.2.1.5.</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
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A009	<p><u>CDRL A009 - FINAL INSPECTION REPORT</u></p> <p>CDRL A009 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.1.6.3.</p>	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
A012	<p>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>AS REQUIRED</td> </tr> </table> <p><u>CDRL A012 - INTERACTIVE ELECTRONIC TECHNICAL MANUALS (IETMS)</u></p> <p>CDRL A012 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.2.2.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ ** NSP **	\$ ** NSP **
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A013	<p><u>CDRL A013 - PUBLICATION MILESTONES</u></p> <p>CDRL A013 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Sections C.3.2.2.3.3, C.3.2.2.3.4 et al.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ ** NSP **	\$ ** NSP **									
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A014	<p><u>CDRL A014 - PUBLICATION STATUS MATRIX REPORT</u></p> <p>CDRL A014 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.2.3.4.</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
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A015	<p><u>CDRL A015 - FINAL PUBLICATION REVISION</u></p> <p>CDRL A015 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.2.3.5.</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
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A016	<p><u>CDRL A016 - MAINTENANCE ALLOCATION CHART (MAC) UPDATES</u></p> <p>CDRL A016 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.2.3.6.</p>	1	LO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A021	<p><u>CDRL A021 - CERTIFICATES OF COMPLETION</u></p> <p>CDRL A021 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.3.3.2.</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ ** NSP **	\$ ** NSP **
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A022	<p><u>CDRL A022 - NOTICE OF REVISION (NOR)</u></p> <p>CDRL A022 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.3.4.1.</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ ** NSP **	\$ ** NSP **
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A023	<p><u>CDRL A023-CONFIG. STATUS ACCT. INFO. (CSAI) REPORT</u></p> <p>CDRL A023 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Sections C.3.2.3.7, C.3.2.3.4.2 et al.</p> <p>See Narrative on DD 1423.</p>	1	LO	\$ ** NSP **	\$ ** NSP **									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
A026	<p>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>AS REQUIRED</td> </tr> </table> <p><u>CDRL A026 - CONFIGURATION AUDIT PLAN</u></p> <p>CDRL A026 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Sections C.3.2.3.8.1, C.3.2.3.8.2, C.3.2.3.8.2.2 et al.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ ** NSP **	\$ ** NSP **
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A027	<p><u>CDRL A027 - CONFIGURATION AUDIT SUMMARY REPORT</u></p> <p>CDRL A027 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Sections C.3.2.3.8.1.1, C.3.2.3.8.2.1, C.3.2.3.8.2.2 et al.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ ** NSP **	\$ ** NSP **									
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A028	<p><u>CDRL A028 - AS BUILT CONFIGURATION LIST</u></p> <p>CDRL A028 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Sections C.3.2.3.9</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
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A029	<p><u>A029 - SPECIAL PACKAGING INSTRUCTIONS</u></p> <p>CDRL A029 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.2.6.</p> <p>(End of narrative B001)</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
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A030	<p><u>A030 - CONTAINER DESIGN RETRIEVAL SYSTEM</u></p> <p>CDRL A030 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.2.6.1.</p>	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>									

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A031	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p> <p>A031 - EQUIPMENT PRESERVATION DATA SHEET</p> <p>CDRL A031 shall be completed in accordance with Exhibit A - Contract Data Requirements List and PWS Section C.3.2.2.6.2.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p>	1	LO	\$ ** NSP **	\$ ** NSP **

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 15 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 2 days after the meeting is held. Also refer to PWS Section C.3.1.7 and CDRL A002.

(End of Clause)

C-2	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within [60] calendar 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 [60] calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-3	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 [60] calendar days of contract award and within [60] calendar days of new employees commencing performance, with the results reported to the COR no later than [60] calendar days after contract award.

(End of Clause)

C-4	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-5	52.204-4021 (TACOM)	CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS	JUN/2012
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All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

C-6 52.204-4022 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN JAN/2014
(TACOM)

a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan will specify the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

b. The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

c. The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

(End of Clause)

C-7 52.209-4021 ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR JUN/2012
(TACOM) PERSONNEL TRAVELING OVERSEAS

Contractor employees and associated subcontractor employees shall receive government-provided Anti-Terrorism (AT) awareness training specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is to be directed by the combatant commander, with the unit Anti-Terrorism Officer (ATO) being the local point of contact.

(End of Clause)

C-8 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2013
(TACOM)

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

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;

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(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

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

End of Clause]

PERFORMANCE WORK STATEMENT (PWS)

C.1 SCOPE. This Performance Work Statement (PWS) provides Systems Technical Support (STS) services for all High Mobility Multipurpose Wheeled Vehicle (HMMWV) Family of Vehicles (FOV) variants. These services consist of tasks and efforts in the disciplines of Engineering, Logistics, Quality Assurance, and Configuration Management. Work Directives (WDs) will be issued to designate specific Contractor services to be executed throughout the contracts performance period. STS services as defined in this PWS include all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform to the standards in this contract, except for those items specified as Government furnished property and services. The total length of the contract is two years (one base period of twelve months and one twelve month option period).

C.2 APPLICABLE DOCUMENTS

C.2.1 The following documents will be applicable only to the extent required within the scope of this contract:

- a. Army Regulation (AR) 25-2 , Information Assurance, October 24, 2007
- b. AR 380-67, Personnel Security Program", January 24, 2014
- c. AR 750-1, Army Materiel Maintenance Policy, September 12, 2013
- d. Army Technical Purchase Description (ATPD) 2099
- e. American Society of Mechanical Engineers (ASME) Y14.100, Engineering Drawing Practices
- f. American Standard Code for Information Interchange (ASCII)
- g. Assembly drawing 12342929
- h. Department of Defense (DoD) Standards of Conduct 5500.7, November 29, 2007
- i. TACOM Pamphlet DRSTA-RP-702-155, Preparation and Maintenance of Quality Assurance Provisions (QAPs), February 1984
- j. Government Electronics & Information Technology Assoc. (GEIA)-649-B, Configuration Management Standard
- k. GEIA-HB-649, "Implementation Guide for CM
- l. GEIA-859-A, Data Management
- m. Joint Travel Regulations
- n. Military Standard (MIL-STD) 882D, Standard Practice for System Safety, February 10, 2000
- o. MIL-STD 40051-2, Department of Defense Standard Practice: Preparation of Digital Technical Information for Page-Based Technical Manuals, change 3
- p. MIL-STD 40051-1, Department of Defense Standard Practice: Preparation of Digital Technical Information for Page-Based Technical Manuals, change 3

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- q. MIL-STD-1388-2A, DOD Requirements for a Logistic Support Analysis Record
- r. MIL-STD-1388-2B, DOD Requirements for a Logistic Support Analysis Record
- s. MIL-STD-973, Configuration Management, April 17, 1992
- t. MIL-HDBK-61A, Military Handbook: Configuration Management Guidance
- u. Policies and Procedures, Configuration and Data Management Policy Library
- v. Requirements for Developing and Maintaining Quality Assurance Provisions (QAPs)
- w. Society of Automotive Engineers (SAE) International, Recommended Failure Modes and Effects Analysis (FMEA) Practices for Non-Automobile Applications
- x. Standard Operating Procedure (SOP) for ACE ECP Submissions

C.2.2 The Contractor may contact the Contracting Officer or the Contracting Officer Representative (COR) for assistance with obtaining any of the applicable documents.

C.3 REQUIREMENTS**C.3.1 General Requirements**

C.3.1.1 Place of performance. Contract execution will take place at the Contractors facility. The Contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, stability and continuity of the workforce is essential.

C.3.1.2 Overtime. The Contractor shall not bill and the Government will not pay the Contractor for any lunch periods, overtime, vacation, or holiday hours. Any requests for overtime must be approved by the designated COR prior to working overtime. Overtime for this PWS is defined as working more than 40 hours during a week at a Continental United States (CONUS) location.

C.3.1.3 Avoidance of Organizational Conflict of Interest. The Contractor shall comply with the rules pertaining to ORGANIZATIONAL CONFLICT OF INTEREST (OCI), as defined in subpart 2.1 of the Federal Acquisition Regulation (FAR), and detailed in subpart 9.5 of FAR.

C.3.1.4 Travel. The contractor shall provide, as specified by a signed work directive (WD), on-call and on-site engineering support on an as required basis to technically conduct or support systems analysis, engineering, tests and evaluation, simulation, manufacturing (pre through post-production) integration, technical meetings, and design or field review of part, assembly, end item identified with deficient or defective items. This includes technical expertise so that influence is directed toward achieving systems operation and maintenance, safety, human factors engineering, product assurance, manufacturing science and technology (MS&T), and value engineering requirements.

C.3.1.4.1 Contractor personnel will be required to travel in order to perform the services in this contract. Contractor shall ensure that travel will be taken in accordance with the Joint Travel Regulations (JTR). Contractor must obtain written authorization prior to travel from the COR and/or incorporated into the contract via modification and approved WD supplements.

C.3.1.4.2 Authorized travel will be payable as a direct cost and the Contractor shall include any vouchers for reimbursement of travel with the monthly invoice and obtain approval from the COR prior to payment.

C.3.1.4.3 Contractor shall ensure prior to travel that sufficient funds are available on the travel CLIN to complete the travel by contacting the COR.

C.3.1.4.4 Contractor shall ensure that any air travel is accomplished on regularly scheduled commercial flights in the most economical manner consistent with the successful accomplishment of the mission.

C.3.1.4.5 Contractor shall ensure that the cost of lodging and incidental expenses are reasonable and allowable to the extent that costs submitted for reimbursement do not exceed the rates and amounts allowed by the JTR for civilian employees of the United States Government.

C.3.1.4.6 Contractor shall not be reimbursed for local travel in and around the Contractors place o performance (within a 50-mile radius).

C.3.1.4.7 The Contractor shall arrange all passport and visa processing, facility clearances, identification badges, and security clearances for Contractor personnel.

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C.3.1.5 Security and Information Assurance Requirements. Contractor shall ensure that all necessary personnel performing work specifically under this contract shall have a security clearance level of Secret and maintain the level of security required for the life of the contract. The security requirements must be in accordance with the attached DD254. Contractor shall ensure that its personnel is prepared to complete and forward their employee investigation, SF 85P Questionnaire for Public Trust Positions and Finger Print Card, (available on the Internet) to Defense Industrial Security Clearance Office (DISCO), 2870 Airport Drive, Suite 400, Columbus, OH 43219-2268. Foreign nationals will not be granted authorization.

C.3.1.5.1 Contractor shall ensure that personnel assigned to perform services under this contract that do not already have a valid clearance undergo a favorable background investigation. Contractor shall ensure that, each employee, once issued a clearance, maintains that clearance during the period of performance on this contract in order to access Government databases and installations, in accordance with Army Regulation 25-2 (AR 25-2), Information Assurance and Army Regulation 380-67 (AR 380-67), Personnel Security Program.

C.3.1.5.2 According to Army Regulation 25-2 (AR 25-2), Information Assurance Section 4-14 a(4), a Contractor requiring access to a Government database would be designated as IT-III, defined as "Personnel with roles, responsibilities, and access authorization of normal users with non-privileged level access to the Information System (IS) or device."

C.3.1.5.2.1 Personnel designated as an IT-III require:

a. A favorable review of local personnel, base and military, medical, and other security records, as appropriate.

b. Initiation of a National Agency Check with Credit Check and Written Inquiries (NACIC) (for civilians) or National Agency Check (NAC) (for military and contractors), as appropriate, and favorable review of SF 85P and Supplemental Questionnaire. (Locally, a NACI is required.)

C.3.1.5.2.2 Additionally, Section 3-3 c(2) of AR 25-2, Information Assurance, requires the Contractor and contracting personnel performing services under this contract to complete initial and/or annual Information Assurance Training (takes about 1 hour) that can be found at this link: <https://ia.signal.army.mil/DoDIAA/default.asp>.

C.3.1.5.2.3 If the Contractor already has a background investigation completed, it can be verified by the Governments Military Intelligence and Security (G2) using Joint Personnel Adjudication System (JPAS). If the Contractor does not have a background investigation completed, the process depicted in Attachment 0002, Contractor CAC and/or IT-III Process to obtain a National Agency Check with Inquiries (NACI) will be followed.

C.3.1.5.3 Necessary Contractor personnel, that will be working on this contract specifically that must have CAC access, shall be entered into Defense Enrollment Eligibility Reporting System (DEERS) through the Contractor Verification System (CVS) to obtain a Government Common Access Card (CAC).

C.3.1.6 Contracting Officer Representative (COR). In accordance with Department of Defense Federal Acquisition Regulation Supplement (DFARS) subsection 201.602-2, a certified COR will be appointed by the Contracting Officer to perform delegated technical functions inherent to the administration of this contract. The Contractor will receive a copy of the COR appointment letter after contract award that will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract. The COR may visit the Contractors facility to observe how cost and schedule information is generated. The COR will have access to pertinent records and data that support the cost and schedule data reported.

C.3.1.7 Start of Work Meeting. The Contractor shall, within fifteen (15) days of contract award, attend a Start of Work Meeting at a location at or near TACOM in Warren, MI. The meeting will last no more than one, eight-hour day. Attendees representing the Government will attend the meeting. The Contractor shall ensure that its key personnel, including subcontractors, shall attend the Start of Work Meeting. The Contractor shall prepare a Start of Work Meeting agenda and take minutes of the meeting in accordance with Contract Data Requirements List (CDRL) A002, Start of Work Meeting Agenda and Minutes.

C.3.1.8 Contractor Conduct. The Government reserves the right to cause the Contractor to remove any individual from an assignment under this contract for reasons of incompetence, intoxication, controlled substance abuse, misconduct, security issues, or violation of the Department of Defense Standards of Conduct 5500.7.

C.3.1.9 Contract Execution Reporting. The Contractor shall prepare and submit a Monthly Cost and Performance Report in accordance with CDRL A003 Monthly Cost and Performance Report.

C.3.1.10 Contractor Quality Control. The Contractor shall implement and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The QCP will contain procedures to be implemented to identify, prevent, and correct unsatisfactory performance. The QCP represents the guidelines for meeting the requirements of this PWS. At a minimum, the Contractor shall develop quality control procedures that address the area identified in the Performance Requirements Summary (Attachment 0004) of the Contract. The Contractor shall prepare and submit the QCP in accordance with CDRL A001, Quality Control Plan in Section J under

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Exhibit A (Contract Data Requirements List). The Contracting Officer will notify the Contractor of acceptance or required modifications of the QCP no later than 30 days after receipt of the QCP. After acceptance of the QCP, the Contractor shall provide any proposed changes to the COR and obtain written acceptance from the Contracting Officer before implementing any proposed change to the QCP.

C.3.1.11 Non-Disclosure of Sensitive or Proprietary Data

C.3.1.11.1 The Contractor shall ensure that, before performing work on this contract, all Contractor personnel performing work sign the Non-Disclosure of Sensitive and/or Proprietary Data: High Mobility Multipurpose Wheeled Vehicles Systems Technical Support (Attachment 0001), to be legally bound and prohibited from disclosing unauthorized information. The Contractor shall retain originals of all signed Non-Disclosure Agreements at the Contractors facility and shall electronically submit copies to the COR prior to commencing work.

C.3.1.11.2 The Contractor shall use and examine all information provided by the Government to it, exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government-designated support contractors possessing appropriate proprietary agreements.

C.3.1.11.3 The Contractor shall indoctrinate its personnel who have access to sensitive information concerning the relationship under which the Contractor has possession of or access to the information. Contractor shall ensure that its personnel does not engage in any other action, venture, or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information.

C.3.1.11.4 The Contractor shall restrict access to sensitive and proprietary information to the minimum number of employees necessary for contract performance.

C.3.2 Specific Tasks**C.3.2.1 Task Area 1 Engineering Services**

C.3.2.1.1 System Engineering. The Contractor shall evaluate system engineering issues, conduct studies, and make recommendations in regard to design problems, design improvements, and scientific and engineering investigations as well as field problems. Studies and recommendations will be made without system design degradation and maintain compatibility of physical, functional and technical interface with the established system design and definition as defined in Army Technical Purchase Description (ATPD) 2099, unless otherwise approved by the Government. Supporting rationale for engineering analyses, studies, reports, and recommendations will be submitted in accordance with CDRL A004 Engineering Technical Report.

C.3.2.1.1.1 The Contractor shall perform root cause failure analysis for Government-identified items and studies to correct potential or known deficiencies and make recommendations for product improvement and cost reductions while maintaining current contract item data serviceability and intended use. Logistic considerations will be made in regard to maintainability or supportability in performance of these efforts. Supporting rationale for analyses, studies, and recommendations will be submitted in accordance with CDRL A004 Engineering Technical Report.

C.3.2.1.1.2 Relative to engineering efforts, the Contractor shall prepare technical reports, cost estimates, layouts, sketches, drawings, Computer Aided Design (CAD) models, schematics, charts, visual depictions (i.e. photographs or videos), purchase descriptions, and Engineering Change Proposals (ECPs) in the presentation of test results or vehicle or component conditions subject to modification, analysis and design optimization. If an ECP is recommended, the recommendation will address Integrated Logistics Support (ILS) implications (e.g., provisioning, packaging, technical manuals, TMDE, tooling, and training), Quality (e.g., test, inspection and acceptance), safety, human factors, and any impact on cost or weight arising from the proposed change. If contemplating an ECP, supporting rationale that discusses the vehicle cost or weight modification will be provided in accordance with CDRL A004, Engineering Technical Report. The proposed change will be submitted for ECP approval in accordance with CDRL A005, Engineering Change Proposal only if the Government concurs to the vehicle cost and/ or weight modification.

C.3.2.1.1.3 The Contractor shall conduct trial component part(s) installation and testing on contract items and modified contract items. Testing will be conducted in relation to processes and methods used in work evaluation. For items undergoing such testing, the Contractor shall provide the parts (modified parts), material and supplies required to conduct engineering and logistical evaluations, maintenance, and rebuild and restoration of these parts. Supporting rationale for component part installation and testing will be submitted in accordance with CDRL A004, Engineering Technical Report.

C.3.2.1.1.4 With Government approval, the Contractor shall modify existing engineering and test attributes of the HMMWV and fabricate prototypes, components, subsystems, and mock-ups of the modified vehicle.

C.3.2.1.2 Product Data Engineering. The Contractor shall conduct technical services and perform systems analysis relative to engineering, test and evaluation, simulation, manufacturing integration, part design, part standardization, and field review, manufacturing and assembly, as well as end item deficient and defective attributes. The technical expertise exhibited in performing the aforementioned services will address safety, human n engineering, product assurance, value engineering, manufacturing science and technology (MS&T) as well as operation and maintenance requirements.

C.3.2.1.3 Environmental Engineering. The Contractor shall analyze and review vehicular and component modifications and ECPs and identify

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alternatives to hazardous and environmentally unfriendly substances that consist of mercury, cadmium, hexavalent chromium, Class I & II Ozone Depleting Substances, asbestos, and radioactive materials. Identification and recommendation for alternate material usage will be made in writing in accordance with CDRL A004, Engineering Technical Report. Within 5 days of completed analysis, the Contractor shall certify that activities under this contract are in compliance with federal, state, and local environmental laws.

C.3.2.1.4 Transportability Assessment. For vehicle or component modifications that affect the items transportability by altering characteristics such as weight, dimensions, lifting and tie down provisions, interface with required transportation assets and infrastructure, and structural integrity, the Contractor shall prepare a Transportability Report in Accordance with CDRL A006, Transportability Report.

C.3.2.1.4.1 The Contractor will test and report on transportability design modifications in accordance with CDRL A007, Scientific Test Report.

C.3.2.1.5 Critical Safety Item Review. The Contractor shall identify and report on Critical Safety Items (CSIs) in accordance with CDRL A008, Critical Item Safety Report. A CSI is defined as a part, assembly, installation, or production system with one or more essential characteristics (to include nuclear hardening) that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss or serious damage to the end item or major components, loss of control of the vehicle, or serious injury to personnel. Malfunction or failure of a CSI may be the result of a nonconforming, degraded, or missing critical safety characteristic such as tolerance, finish, material or assembly, manufacturing or inspection process (to include nuclear hardening), operation, field maintenance, or depot overhaul requirement.

C.3.2.1.5.1 The Contractor shall utilize the following data sources in CSI identification:

- a. Society of Automotive Engineers (SAE) Internationals Recommended Failure Modes and Effects Analysis (FMEA) Practices for Non-Automobile Applications
- b. MIL-STD-882D, Standard Practice for System Safety
- c. Results obtained from development testing and operational testing
- d. Results obtained from component qualification testing
- e. Results obtained from Reliability and Maintenance (RAM) Engineering assessments
- f. Historical knowledge of similar designs and items
- g. Information obtained from Logistics Management Data

C.3.2.1.5.2 The Contractor shall identify Government approved CSI modifications on part drawing and assembly drawing 12342929, as well as in all associated Quality Assurance documentation, e.g., Quality Assurance Requirements and Quality Assurance Provisions (QAR/QAP). Critical safety characteristics will require 100% inspection per the QAR or QAP. The specific method for marking drawings will be in accordance with American Society of Mechanical Engineers (ASME) Y14.100 Engineering Drawing Practices, with related Y14-series standards.

C.3.2.1.5.2.1 The Contractor shall maintain and update the CSI list drawing 12342929 throughout the life of the contract. The CSIs will also be referenced on the vehicle class and division drawing. This list will be dynamic in nature with changes taking place through the ECP and Engineering Release Record (ERR) process as experience and knowledge is obtained and design changes incorporated.

C.3.2.1.5.3 The Contractor shall validate updates pertaining to CSIs to ensure that all critical safety aspects of the modified design are accurately reflected, parts and materials operate well below fatigue limits and stress levels, and the design allows for assessment by inspection and non destructive inspection equipment. Contractor shall validate updates based on engineering analysis of the critical safety item characteristics and should consider changes and deterioration through time or use, fatigue life, and operating conditions.

C.3.2.1.6 Quality Engineering

C.3.2.1.6.1 The Contractor is required to design inspection equipment, the Contractor shall provide instruction pamphlets and manuals required for the operation, maintenance, and calibration of the inspection equipment. Inspection equipment information shall be submitted in electronic format as part of an ECP package in accordance with CDRL A005, Electronic Change Proposal for Government approval. Once the ECP package is approved by the Government, the Government approved information shall be made part of an ERR package and submitted in accordance with CDRL A024, Engineering Release Record. This process applies to future revisions of the inspection equipment.

C.3.2.1.6.2 The Contractor shall prepare the quality assurance portion of modified overhaul or rebuild standards for the HMMWV and submit this information in electronic format as part of an ECP package in accordance with CDRL A005, Electronic Change Proposal for Government approval. Once the ECP package is approved by the Government, the Government approved information shall be made part of an

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ERR package and submitted in accordance with CDRL A024, Engineering Release Record. This process applies for future revisions to modified overhaul or rebuild standards for the HMMWV.

Quality assurance information of HMMWV modified or overhaul rebuild standards includes on-site inspection and tests performed during overhaul or rebuild of the contract item to insure that the item fulfills the quality requirements of applicable specifications and standards.

C.3.2.1.6.3 The Contractor shall maintain and develop Final Inspection Reports (FIRs) for each model to the contract item. The FIRs shall be updated and developed in accordance with CDRL A009, Final Inspection Report, as Work Directive specified to reflect all approved configuration changes.

C.3.2.2 Task Area 2, Logistic Services.

C.3.2.2.1 Logistics Management Services. The Contractor shall update Government-approved provisioning and technical manual changes related to design, support, and operational requirements.

C.3.2.2.1.1 The Contractor shall utilize existing Government tools and Test, Measurement and Diagnostic Equipment (TMDE) to the maximum extent possible. Introduction of new special tools and TMDE will require COR approval. If usage of existing Government tools and TMDE is not possible, the Contractor shall identify the new special tools and TMDE and submit the information in accordance with CDRL A010, Logistics Management Information (LMI) Summaries.

C.3.2.2.1.2 For the purpose of provisioning and technical manual changes, the Contractor shall select consumable items from the Government supply system. If an item cannot be located, or the Army is not listed as a user, usage of alternate consumable items will require COR approval. The Contractor shall identify alternate consumable items in accordance with CDRL A010, Logistics Management Information (LMI) Summaries.

C.3.2.2.2 Publications. The Contractor shall update paper TMs, Interactive Electronic Technical Manuals (IETMs) and National Maintenance Work Requirements (NMWRs) related to the HMMWV FOV with Government approved changes. Military Standards (MIL-STD) 40051-2, change 3 and / or MIL-STD 40051-1, change 3 shall be employed. Updates to paper manuals shall be in the same style and format as the most recent published manual. Updates to Electronic Technical Manuals (ETMs)/IETMS shall utilize the most current version of the Electronic Maintenance System NexGen (EMS NG) Software suite. The Contractor shall be responsible for obtaining and using updated releases of the EMS-NG suite to ensure they are providing the best product to the field. Contractor updated publications shall be delivered in accordance with CDRL A011, Technical Manuals, and CDRL A012, Interactive Electronic Technical Manuals for IETMs.

C.3.2.2.3.1 IETM Capabilities. The Contractor shall ensure that the modified IETM maintains a history file consisting of a list of information accessed by the user during one session in which each list entry is a link which allows the user to return to that information. The Contractor shall ensure that IETM information is linked. At a minimum IETM information shall consist of:

C.3.2.2.3.1.1 The Contractor shall link all associated troubleshooting, maintenance, and Repair Parts Special Tools List (RPSTL) information..

C.3.2.2.3.1.2 The Contractor shall link all references within the IETM.

C.3.2.2.3.1.3 The Contractor shall link all referenced documents external to the IETM and included on the CD.

C.3.2.2.3.1.4 The Contractor shall use the menu entries as an IETM "table of contents." The main menu shall include pertinent IETM information that consists of: general information, operation procedures, Preventive Maintenance Checks and Services (PMCS) tasks, maintenance procedures, troubleshooting, supporting information, Maintenance Allocation Chart (MAC), wiring diagrams, and parts information. These menu items shall be linked.

C.3.2.2.3.1.5 The Contractor shall include links to the referenced information on individual procedures that contain set-up information.

C.3.2.2.3.1.6 The Contractor shall link animations and user-rotatable 3D Graphics..

C.3.2.2.3.1.7 The Contractor shall link equipment model information to display differences among the models. If a specific model is being employed, there should be a filter incorporated within the model linkage contained within the IETM that displays only information pertinent to that model.

C.3.2.2.3.1.8 The Contractor shall link maintenance-level information to display different maintenance levels. There should be a filter within the IETM that allows the user to select a specific maintenance level and display information for the selected maintenance level.

C.3.2.2.3.1.9 The Contractor shall link conventional help screens.

C.3.2.2.3.1.10 The Contractor shall link troubleshooting assistance information. The IETM troubleshooting capability shall be designed

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so that each screen provides a single decision and that decision dictates the next troubleshooting screen. At each screen, the reason for the action, a list of possible problems yet to be checked, and a history of what has been checked shall be available to the user. The troubleshooting capability shall be hardware intrusive and interface with XP and VISTA MSD; troubleshooting trees shall send, receive, and interpret data from vehicle data buses and shall fully integrate these actions with the troubleshooting tree screens. The IETM shall interact with the following (for the equipment covered): (i) DCA data bus; (ii) SAE J1708 data bus; (iii) SAE J1939 data bus.

C.3.2.2.3.1.11 The Contractor shall include printing capabilities on linked information.. The user shall be able to print schematics; operator, maintenance or troubleshooting procedures as well as Repair Parts and Special Tools information.

C.3.2.2.3.2 Contractor Validation Services. The Contractor shall perform technical manual validation services that consist of analysis of current HMMWV system specifications to ensure that they are correct and meet the end users need. The Contractor shall perform these services at a facility that is proposed by the Contractor and approved by the COR.

C.3.2.2.3.3 The Contractor shall provide the milestone chart in accordance with CDRL A013, Publication Milestones.

C.3.2.2.3.4 Corresponding to the Government approved milestones resultant from CDRL A013, Publication Milestones submittals, the Contractor shall submit a Publication Status Matrix Report in accordance with CDRL A014.

C.3.2.2.3.5 The Contractor shall submit Government approved publication final revisions in accordance with CDRL A015 Final Publication Revision.

C.3.2.2.3.6 The Contractor shall update the current HMMWV Maintenance Allocation Chart (MAC) in accordance with CDRL A016, Maintenance Allocation Chart (MAC) Updates.

C.3.2.2.3.7 The Contractor shall update HMMWV FOV Preventive Maintenance Checks and Services (PMCS) in accordance with CDRL A017, Preventative Maintenance Checks and Services (PMCS) Updates.

C.3.2.2.4 Provisioning.

C.3.2.2.4.1 The Contractor shall update provisioning records for the HMMWV FOV with Government approved modifications to source data and corrections resultant from Government verification and reviews.

C.3.2.2.4.2 The Contractor shall provide the milestone chart in accordance with CDRL A018, Provisioning Milestone Chart.

C.3.2.2.4.3 Corresponding to the Government approved milestones resultant from CDRL A018, Provisioning Milestone Chart, Milestone Chart submittals, the Contractor shall provide a LSA 036 in accordance with CDRL A010, Logistics Management Information (LMI) Summaries.

C.3.2.2.4.4 The Contractor shall provide a Repair Parts and Special Tools List (RPSTL) in accordance with CDRL A010 that incorporates provisioning recommendations based upon technical drawings, screening data, recommendations from Contractor validation and Government verification, the Preliminary Technical Manual (PTM), Final Equipment Draft Publication (FEDP) and Final Reproducible Copy (FRC), Technical Manual, Interactive Electronic Technical Manual (IETM) and National Maintenance Work Requirement (NMWR) in support of LSA 036 delivery.

C.3.2.2.4.5 The Contractor shall assemble provisioning packages resultant of Government approved recommendations in accordance with CDRL A019, Supplemental Provisioning Technical Documentation.

C.3.2.2.4.6 The Contractor shall provide top assembly drawings for the sub-assemblies as part of the information submitted in accordance with CDRL A019, Supplemental Provisioning Technical Documentation.

C.3.2.2.4.7 The Contractor shall screen for standardization of all part numbers selected as repair parts. To accomplish the screening, the Contractor may elect to access the FEDLOG database, or any other commercially available equivalent product, to identify repair parts, tools, and components in the Government supply system. To obtain access to FEDLOG, the Contractor shall submit a completed AMXCA Form 108, Authorization for Distribution of DCA Products to Government Contractor. The COR will provide this form upon contractor request. The form shall be submitted to the COR for approval and further processing.

C.3.2.2.4.8 The Contractor shall prepare Engineering Data for Provisioning (EDFP), Screening Data and LSA-036 Reports for HMMWV FOV provisioning conferences.

C.3.2.2.4.9 The Contractor shall submit the Government approved provisioning data in a format compatible with the Government's Logistic Modernization Program (LMP) as specified in the Work Directive. The data shall be capable of being loaded into the LMP Staging Area, without data having to be modified. LMP has two methods by which the Contractor can deliver provisioning data: a. Provisioning Parts List (PPL) LSA 036 report in MIL-STD-1388-2A format, or b. PPL LSA 036 report in MIL-STD 1388-2B format. The Contractor may choose any of the above methods. The data can be sent via e-mail or CD ROM; the format needs to be in American Standard Code for Information Interchange (ASCII).

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C.3.2.2.4.10 The Contractor shall meet with the Government in a coordinated manner (face-to-face or teleconference) to discuss and agree upon provisioning data elements to be submitted in the LSA 036 Report.

C.3.2.2.5 Maintenance Planning. In the evaluation of safety, sustainment and systematic issues, the Contractor shall make recommendations for effective and efficient HMMWV maintenance planning necessitated from design changes, to include updates and modifications in accordance with CDRL A020, Maintenance Recommendations.

C.3.2.2.6 Packaging Data. The Contractor shall prepare and submit Special Packaging Instructions in accordance with CDRL A029, Special Packaging Instructions.

C.3.2.2.6.1 The Contractor shall prepare and submit Container Design Retrieval System Data Input in accordance with CDRL A030, Container Design Retrieval System Data Input.

C.3.2.2.6.2 The Contractor shall prepare and submit Equipment Preservation Data Sheets in accordance with CDRL A031, Equipment Preservation Data Sheet.

C.3.2.3 Task Area 3 Configuration Management (CM). The Contractor shall perform CM tasks that include management and planning, configuration identification, configuration control (change management), configuration status accounting, and configuration verification and audit. Data Management includes managing digital data, including data identification, markings, access, interchange, and transfer, and data on electronic media. Data Management includes version control, representations, file identification, data workflows, data states (e.g., submitted, in-work, under review, released, approved, rejected) and additional requirements that are contained in paragraph/subparagraphs C.3.2.4 and HMMWV Technical Data Package (TDP) Requirements (Attachment 0003). MIL-STD-973, Configuration Management, MIL-HDBK-61A, EIA-649-B, Configuration Management Standard, and GEIA-HB-649, Implementation Guide for CM, is recommended as reference guidance for CM, and GEIA-859-A, Data Management, as reference guidance for Data Management.

C.3.2.3.1 The Contractor shall maintain the HMMWV FOV Technical Data Packages (TDPs) ensuring that that they are current, legible and available for intended uses. Intended uses consist of: follow-on vehicle production, Recap, spare parts procurements, vehicle modification, system design and integration. The Contractor shall maintain a record of past and ongoing engineering changes and product data revisions.

C.3.2.3.2 In accordance with Government approved recommendations, the Contractor shall create, revise and deliver product data on-line that consists of Engineering Change Proposals (CDRL A005, ECPs), Value Engineering Change Proposal (VECPs), and Engineering Release Records (CDRL A024, ERRs) utilizing the Governments Product Data Management (PDM) system called Windchill PDMLink. The Contractor shall obtain a login and password to the Windchill for all contractor personnel responsible for preparing ECPs, VECPs and ERRs and submitting to the Government using the automated workflow. Security requirements for accessing Government databases are in Security and Information Assurance Requirements section of this Performance Work Statement.

C.3.2.3.3. PDMLinkTraining. The Contractor shall abide by the Windchill Standard Operating Procedures (SOPs), the CM Policies and Procedures for PDMLink, and the guidance provided by the Government CDM and CAD representatives. The Contractor shall attend, at the Governments expense, PDMLink training sessions in accordance with the Work Directive:

- a. PDMLink Basic Training (2 hours),
- b. PDMLink Change Management Training (3 hours),
- c. PDMLink Advanced Training (3 hours), and
- d. PDMLink Design (CAD) Management Training (8 hours).

C.3.2.3.3.1 Government-provided training may be either formal (e.g. classroom, conference room setting, contractor or Government location), informal (e.g. an on-line course), or a combination. If additional or refresher PDMLink training is needed for the execution of services under this contract, the Contractor shall e-mail a request to the ACE Support Email Address: usarmy.detroit.rdecom.mbx.tardec-ace-support@mail.mil. Approval, location, and type of training will be at the discretion of the Government (ACE Support Center and PD LTV CM).

C.3.2.3.3.2 The Contractor shall receive Certificates of Completion from the Government for any PDMLink training sessions completed. The Contractor shall submit these documents in accordance with CDRL A021, Certificates of Completion.

C.3.2.3.3.3 PDMLinkSoftware Issues. The Contractor shall notify the Helpdesk via e-mail message to usarmy.detroit.rdecom.mbx.tardec-ace-support@mail.mil when product data creation, changes, or corrections cannot be accomplished due to login or access issues, software deficiencies or other malfunctions. The Contractor shall courtesy copy the TACOM CDM representative on all PDMLink helpdesk requests. The Contractor shall notify the CDM representative immediately, by telephone or e-mail, when product data is unavailable for updating or correction. The CDM representative will work the issue, and, once resolved, provide confirmation to proceed in PDMLink.

C.3.2.3.4 Engineering Change Proposals (ECPs)

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C.3.2.3.4.1 The Contractor shall prepare all Class I and Class II ECPs in accordance with CDRL A005, Engineering Change Proposal (ECP) and the Data Delivery Description (DDD) for ECPs and VECs. The Contractor shall prepare Value Engineering Change Proposals (VECPs) in the same manner as Class I ECPs. Proposed changes to specifications and engineering documents shall be described using Notices of Revision (NORs) prepared in accordance with CDRL A022, Notice of Revision (NOR) and the Data Delivery Description (DDD) for NORs.

C.3.2.3.4.1.1 The Contractor shall conduct a technical review of each product engineering change resulting from Contractor and Government testing, as a result of any test site generated Test Incident Report (TIR), or in response to field issues, quality deficiency reports, or Work Directives. The Contractor shall finalize new product data and incorporate all Government approved changes into existing product data (e.g., Product Models, Drawings, Associated Lists, Quality Assurance Technical Documentation, Packaging data) by revision action and deliver in accordance with the engineering release records (ERR) requirements (CDRL A024).

C.3.2.3.4.2 ECP/ERR Numbers. The Contractor shall request ECP numbers via e-mail to the COR and CDM representative. The Contractor shall utilize these numbers in a sequential basis as control identifiers for ECPs and subsequent ERRs. Once an ECP number is assigned to an initial ECP submission, that number shall be used for all subsequent submissions of that ECP, as well as for the subsequent ERR. The ECP and ERR number shall consist of the Government-assigned Contractor three character alpha prefix (e.g., ABC), followed by a Government assigned five-digit alpha-numeric number (e.g., W1234). For ECPs returned for rework, the Contractor shall resubmit as a new ECP, retaining the original ECP number, with a sequential R1, R2, etc., suffix added. Minor corrections to the PDMLink ECP shall be made directly in PDMLink, prior to Government approval. The Contractor shall maintain records of where and when each ECP and ERR number was used and furnish this information in accordance with CDRL A023, Configuration Status Accounting Information (CSAI) Report.

C.3.2.3.4.3 ECP Impact Statements. As part of the ECP, the Contractor shall include impact product configuration areas (e.g., transportability, safety, technical manuals, packaging, quality, integrated logistics support, MANPRINT).

C.3.2.3.4.4 ECP Spare and Repair Parts Data Statement. The Contractor shall describe interchangeability factors or otherwise include an ECP Spare and Repair Parts Data Statement as part of the electronic ECP package (in accordance with CDRL A005, Engineering Change Proposals (ECP)) when interchangeability is affected or when a new part is introduced or a part is cancelled.

C.3.2.3.4.5 ECP Enclosure List. The Contractor shall identify and list all documents contained in the ECP package. As part of the submittal, the Contractor shall identify all end items affected by the ECP, specific elements that will be affected by the ECP, other pending ECPs affecting one or more items in the submitted ECP, and NSN(s) impacted as a result of any proposed part number change.

C.3.2.3.5 ECP Submission in PDMLink: When submitting an ECP to the Government, the Contractor shall use PDMLink to create an ECP record and to submit the ECP via the HMMWV workflow in accordance with:

a. The Standard Operating Procedures (SOPs) available on-line at:

https://ace2.tacom.army.mil/support/index.php?unique_page_number=1150&AjaxEnabled=component&tableID=null&actionName=aceSupport&portlet=ppedup&context=netmarkets%24overview%24OR%3Awt.org.WTUser%3A3510160%24&oid=OR%3Awt.org.WTUser%3A3510160,

b. Policies and Procedures available on-line from the Configuration and Data Management Policy Library at:

<https://ace2.tacom.army.mil/Windchill/servlet/TypeBasedIncludeServlet?ContainerOid=OR%3Awt.inf.library.WTLibrary%3A1060145909&oid=OR%3Awt.folder.SubFolder%3A1060146364&u8=1>, and

c. The received direction from the COR, Contract Modification, or Work Directive.

C.3.2.3.5.1 The Contractor shall ensure that ECPs submitted in PDMLink accurately links affected objects and end items, that supporting ECP files are complete and linked correctly, and that digital 2D and 3D Computer Aided Design (CAD) and graphic image files are functional, accurate and legible prior to submitting the ECP to the Government. The contractor shall comply with the requirements listed in CDRL A005.

C.3.2.3.5.2 ECP Co-User Requirements. When the Contractor prepares a Class I ECP that affects two or more configuration items or systems for which the Contractor is custodian, the Contractor shall provide a complete reproducible ECP package to each of the Governments co-user(s) CDM representatives requesting comments on the change. When the Contractor is not the custodian of the data proposed for change, the Contractor shall provide an ECP package to both the custodian contractor and Government co-user(s) CDM representative(s), requesting comments and approval of the change. If the Contractor cannot identify the Co-user(s) or custodian the Contractor shall notify the HMMWV CDM representative at TACOM, RDTA-EN/CM, and request assistance. The Contractor must complete coordination with the custodian and co-user(s) (both Government and Contractor) before submitting the ECP package for formal review to the HMMWV Configuration Control Board (CCB). When all comments have been received, the Contractor shall submit the ECP package, including all solicited comments, for processing. The Contractor shall include documentation in the ECP package indicating which item(s) are co-used and who is custodian of the co-used data, and include applicable co-user points of contact. The Government will notify the respective Contractor(s) when the disposition of the ECP has been made and, if approved, the custodian(s) will be directed to incorporate the change and prepare an Engineering Release Record (ERR). Following the preparation of the ERR, the custodian of data under this contract shall post the ERR and the revised data to PDMLink for review and approval by the HMMWV CDM. Upon ERR approval, the CDM will release the revised documents to the PDMLink for retrieval and use by the applicable co-user(s).

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C.3.2.3.5.2.1 ECP Review by Custodial Contractor. When a second party or co-user of HMMWV data proposes an engineering change, the Contractor shall prepare a response to the proposed change and submit it for TACOM review, along with a copy of the initiator's ECP, to the CDM representative for HMMWV within 20 days of receipt. The CDM representative will staff the proposed change to the TACOM CCB Chair and additional CCB members, as necessary. The custodial Contractor shall return the Government and custodian-coordinated ECP package to the ECP originator for further disposition. If TACOM agrees to accept the ECP for formal review, the ECP originator (second party, co-user, etc.) will resubmit the complete ECP package, including all solicited comments, to TACOM, RDTA-EN/CM, for formal evaluation by the HMMWV CCB.

C.3.2.3.6 Engineering Release Record (ERR). Engineering release is an action that formally approves configuration documentation and makes configuration documentation available for its intended use. The ERR is how the Contractor initially delivers new product data to establish the product baseline (i.e., "initial release"), and delivers revised product data implementing approved changes to the existing Product Baseline (i.e., "change release"), subsequent to a Government-approved ECP. The Contractor shall create, maintain, and revise product data and submit ERR packages in accordance with CDRL A024, Engineering Release Record (ERR) to reflect the current, Government-approved, Product Baseline configuration for the complete HMMWV TDP for the entire contract performance period. The ERR Package is defined as the ERR record consisting of the ERR form submitted concurrently with the new and revised product drawings, models, and associated lists under CDRL A025, Product Drawings, Models and Associated Lists, for Product Baseline initial release or change release. The Contractor shall prevent premature release of product data related to an ECP until the Government has approved the ECP and subsequent ERR.

C.3.2.3.6.1 The Contractor shall deliver developmental data by ERR only as Allocated Baseline data for preliminary release upon Government approval.

C.3.2.3.6.2 The Contractor shall correct incomplete or erroneous product data immediately as a correction within the existing PDMLink ERR or as a complete re-submittal.

C.3.2.3.6.3 End of Contract. Prior to end of contract, the Contractor shall transfer all ECPs, ERRs, Status Accounting Reports, and Product Models, Drawings, and Associated Lists not previously delivered as one or more closeout ERRs.

C.3.2.3.7 Configuration Status Accounting Information. The Contractor shall prepare and submit configuration status accounting reports in accordance with CDRL A023, Configuration Status Accounting Information (CSAI) Report.

C.3.2.3.8 Audits

C.3.2.3.8.1 Functional Configuration Audit (FCA). FCAs are conducted to verify that the actual performance of the Configuration Item (CI) meets the requirements stated in its performance specification and to certify that the CI has met those requirements. The Contractor shall provide a completed Configuration Audit Plan in accordance with CDRL A026, Configuration Audit Plan. The FCA agenda shall be included in the plan.

C.3.2.3.8.1.1 Configuration Audit Summary Report. The Contractor shall submit a Configuration Audit Summary Report after the FCA in accordance with CDRL A027, Configuration Audit Summary Report to identify discrepancies found between CI performance and the performance specification. The Contractor shall address each issue to include resulting close-out action.

C.3.2.3.8.2 Physical Configuration Audit (PCA). PCAs are conducted to verify that the CI conforms to the design documentation. The Government will provide the Contractor with an outline of the requirements for the PCA. The Contractor shall provide a completed Configuration Audit Plan in accordance with CDRL A026, Configuration Audit Plan. The PCA agenda will be included in the plan. Any findings from the PCA that require corrective action on new, engineered, or modified CIs under this contract, shall be the responsibility of the Contractor.

C.3.2.3.8.2.1 Configuration Audit Summary Report. The Contractor shall submit a Configuration Audit Summary Report in accordance with CDRL A027, Configuration Audit Summary Report, after the PCA, to identify discrepancies found between hardware, software, and contract requirements. The Contractor shall address each issue to include resulting close-out action.

C.3.2.3.8.2.2 At any time, the proper storage and configuration control processes shall be subject to a Government audit, including Contractor design and engineering locations, parts storage locations, manufacturing locations and processes that are affected with Contractor change control and CM activities or at any other location where data under this contract is generated, used or stored. The Contractor shall deliver a Configuration Audit Plan in accordance with CDRL A026 and Configuration Audit Summary Report in accordance with CDRL A027.

C.3.2.3.9 As Built Configuration List (ABCL). As part of any engineering effort, new or improved design, or CI audit, the Contractor shall prepare and deliver a current ABCL, in accordance with CDRL A028, As Built Configuration List, hereafter referred to as an Indentured Bill of Material (IBOM). The IBOMs shall be prepared in indenture level sequence down to the lowest component piece part level.

C.3.2.4 Technical Data Requirements-Technical Data Package (TDP) and Data Management (DM)

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C.3.2.4.1 The Contractor shall possess a configuration management system and the processes to effectively manage, securely store, release, validate, and track multiple versions and iterations of as developed and delivered configuration baselines throughout the contract performance period.

C.3.2.4.1.1 Contractor shall prepare Technical Data to provide accurate design, engineering, manufacturing, packaging, and quality assurance requirements. Contractor shall ensure that the Technical Data reflects the as built or assembled and tested baseline configuration. The Contractor shall prepare and deliver a Technical Data Package (TDP) that defines the product configuration baseline for a Government-approved top assembly item, components or single part item in Government format in accordance with CDRL A025, Products Drawings, Models and Associated Lists.

C.3.2.4.2 The Contractor shall submit drawing modification recommendations to the Government for approval in accordance with CDRL A025, Products Drawings, Models and Associated Lists. The Contractor shall ensure that all Government approved changes to sketches, contract part drawings and AOPN drawings are provided in accordance with prescribed specifications and standards and contain sufficient dimensional, functional, protective finish and material deterioration prevention requirements with which to determine the acceptability of hardware manufactured against such drawings.

C.3.2.4.3 Quality Assurance Provisions (QAPs). The Contractor shall develop or update QAPs for applicable items, components or assemblies. Developing and updating of QAPs shall be based on the recommendations of the Quality Engineering Review. When developing QAPs, the following considerations shall be made to achieve a cost-effective, quality product: limit the use of specialized test and inspection equipment to only when necessary, define test setups and test equipment only when necessary, limit use of Inspection Method Control Sheets (IMCS) to only when necessary. A determination whether the Supplementary Quality Assurance Provision (SQAP) or QAR should be updated to a QAP or deleted as no longer valid or required shall be made during ECP actions or as required by a task. Deleted documents shall be marked obsolete by revision action and maintained in a backup file for reference data. The Contractor shall maintain a database containing a listing of SQAPs, QARs, QAPs, and drawings with QAPs directly on them which contains, as a minimum, nomenclature, number of pages, and latest revision status, to include the ERR number

C.3.2.4.3.1 Work directives will define whether the Contractor shall place QAPs on a separate document or directly on the drawing.

a. For separate documents, the Contractor shall use "Preparation and Maintenance of Quality Assurance Provisions (QAPs)" (to be provided as GFI) as a guide when updating and developing QAPs.

b. For QAPs placed directly on the drawing, the Contractor shall use "Requirements for Developing and Maintaining Quality Assurance Provisions (QAPs)" (to be provided as GFI) as a guide.

C.3.2.4.3.2 The Contractor shall develop and maintain the Quality Assurance Technical Documentation (QATD) at their facility until completion of contract, with copies to be furnished to the Government upon request. QATD may consist of calculations, layouts, sketches, schematics, charts, design drawings, CAD models, and other visual depictions and the master list of inspection equipment drawings. New and revised QATD for release will be delivered by ERR in accordance with the ERR requirements of this contract.

C.4 Government-Furnished Property, Equipment, and Services. GFE/GFM/GFI will be tracked on Attachment 0005, Government Furnished Property. The Government will provide Contractor personnel access to the following equipment/material/information after contract award:

a. Existing Government tools and Test, Measurement, and Diagnostic Equipment (TMDE) will be utilized by the Contractor to the maximum extent possible. Introduction of new special tools and TMDE will require COR approval.

b. GFE vehicles for Integrated Logistics Support (ILS) services. Maintain GFE vehicles and items in their possession and perform necessary repairs and maintenance to keep items in a serviceable condition suitable for intended efforts under this contract and return the vehicles to a 10/20 status as defined in Army Regulation 750-1, Army Material Maintenance Policy.

c. The Government will provide the Contractor the latest published Technical Manual (TM) and Interactive Electronic Technical Manual (IETM) for provisioning updates.

d. The Government will provide the Contractor a copy of the current Provisioning Bill of Material (PBOM).

e. The Government will provide technical support for TM verifications. Technical support consists of special tools, common tools, lubricants, parts which must be removed each time they are replaced, expendables, shop facilities and equipment, and technical personnel support.

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SECTION E - INSPECTION AND ACCEPTANCE

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

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-55	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 Deliverables. All deliveries under this contract shall be in accordance with the delivery schedule and delivery location established in each Work Directive.

F.1.1 Data Deliverables. The Contractor shall submit generated data submittals in accordance with the delivery schedule and delivery location established in each Contract Data Requirements List (CDRL).

F.1.2 1 The Contractor shall submit all drawings and other technical data required by this contract to the Government upon completion or termination of this contract, if not previously delivered in accordance with the applicable Work Directives and CDRL.

F.1.2.2 The Contractor shall preserve and package generated data submittals sufficient to ensure safe delivery at the point of delivery. The Contractor is encouraged to deliver data in electronic format to expedite delivery and minimize costs. The Contractor shall notify the Government of its intent to deliver a data item in electronic format to ensure the Government can use and access Contractor's proposed software format. Unless otherwise specified, all data deliverables shall be in English

F.2 Period of Performance. The Basic period of performance for the effort specified in Section C (Description/Specifications/Work Statement), shall continue for twelve (12) months from date of award. The Government will have the unilateral right to exercise option providing for the extension of the contract for up to one additional year. The option to extend shall be unilaterally exercised at any time but no later than 30 days prior to the contract expiration date. The total length of the contract, including the option is two years.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

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

Invoice and Receiving Report.

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

N/A.

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N/A
Issue By DoDAAC	N/A
Admin DoDAAC	N/A
Inspect By DoDAAC	N/A
Ship To Code	N/A
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

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(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.

brian.a.kachaduriam.civ@mail.mil

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

N/A

(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: Brian Kachadurian
E-mail: brian.a.kachadurian.civ@mail.mil

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

ACO: N/A
E-mail: N/A

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
(DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

SEP/2009

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)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.216-8	FIXED FEE	JUN/2011
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-28	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-40	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-41	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-42	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-44	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-45	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-46	52.224-2	PRIVACY ACT	APR/1984
I-47	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-48	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-49	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-50	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-51	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-52	52.232-1	PAYMENTS	APR/1984
I-53	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-54	52.232-11	EXTRAS	APR/1984
I-55	52.232-17	INTEREST	OCT/2010
I-56	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-57	52.232-25	PROMPT PAYMENT	JUL/2013

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I-58	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-59	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-60	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-61	52.233-1	DISPUTES	JUL/2002
I-62	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-63	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-64	52.236-13	ACCIDENT PREVENTION	NOV/1991
I-65	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-66	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-67	52.242-13	BANKRUPTCY	JUL/1995
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-70	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-71	52.245-9	USE AND CHARGES	APR/2012
I-72	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-73	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-74	52.248-1	VALUE ENGINEERING	OCT/2010
I-75	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-76	52.249-14	EXCUSABLE DELAYS	APR/1984
I-77	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-78	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-79	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-80	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-81	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-82	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-83	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-84	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-85	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-86	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-87	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-88	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-89	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-90	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-91	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-92	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-93	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-94	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-95	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-96	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-97	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-98	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-99	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-100	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-101	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-102	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-103	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-104	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-105	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-106	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-107	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-108	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-109	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-110	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-111	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-112	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-113	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-114	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-115	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012

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I-116	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-117	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-118	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-119	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-120	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-121	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-122	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-123	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-124	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

(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

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(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.

(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

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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.

(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

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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 partys 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 Contractors 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 Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

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(End of Clause)

I-125 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 60 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 730 days after contract award.

(End of Clause)

I-126 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed AMOUNT TO BE NEGOTIATED or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of Clause)

I-127 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

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clause.

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

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

(2) Is fixed-price and exceeds

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

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

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

(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

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

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

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

(i) The Government reserves the right to review the 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: N/A

(End of clause)

I-128 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012

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

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

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

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-129 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

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(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

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(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

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I-130 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 number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-131 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001

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Name of Offeror or Contractor:

2013-00014 2013) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

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(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of

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the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

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(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

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(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

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(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-132 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-133 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-134 52.230-2 COST ACCOUNTING STANDARDS MAY/2012

(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.

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(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 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 the Contract Disputes Act (41 U.S.C. 601).

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

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

I-135 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-136 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-137 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013- AUG/2013

Name of Offeror or Contractor:

(DEV 2013- 00014)
00014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

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Name of Offeror or Contractor:

(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-139 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/

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 Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	EXHIBIT A - CDRLS	29-JAN-2014	029	EMAIL
Attachment 0001	ATTACHMENT 0001 - NON-DISCLOSURE OF SENSITIVE AND OR PROPRIETARY DATA	29-JAN-2014	002	EMAIL
Attachment 0002	ATTACHMENT 0002 - CONTRACTOR CAC AND OR IT3 PROCESS	29-JAN-2014	008	EMAIL
Attachment 0003	ATTACHMENT 0003 - HMMWV TECHNICAL DATA REQUIREMENTS	29-JAN-2014	014	EMAIL
Attachment 0004	ATTACHMENT 0004 - PERFORMANCE REQUIREMENTS SUMMARY	29-JAN-2014	001	EMAIL
Attachment 0005	ATTACHMENT 0005 - GFP LIST	29-JAN-2014	001	EMAIL

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-7	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-8	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-9	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
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(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-10 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost

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Name of Offeror or Contractor:

accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

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[] Yes [] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-12 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX APR/2013
 (DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR
 00010) 2013 APPROPRIATIONS (DEV 2013-00010)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-13 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
 (DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
 00004) 2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with

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the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-14 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-15 52.215-4010 AUTHORIZED NEGOTIATORS MAR/2013
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

[End of Provision]

K-16 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008
(TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier,

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	JUL/2013
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-5	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-6	252.215-7008	ONLY ONE OFFER	OCT/2013
L-7	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Details on Acceptable Electronic Format can be found at <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(End of clause)

L-8 52.216-1 TYPE OF CONTRACT

APR/1984

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Name of Offeror or Contractor:

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) contract resulting from this solicitation.

(End of Provision)

L-9 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command-Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-10 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-11 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil/>)

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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(End of Provision)

L-12 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L-13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

L-14 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren
Bid Room, Bldg 231, Mail Stop 303
6501 East 11 Mile Road
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

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L-15 52.215-4004 COST OR PRICING DATA SEP/2010

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$700,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$12.5 million or more, or
- (2) Has an estimated value of more than \$700,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-16 52.215-4400 ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT MAR/2013

CONTRACTOR INVESTIGATION/CLEARANCE. Reference AR25-2, AR 380-67, DoD 5200.2-R and Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008). All contractors and consultants that access government owned or operated automated information systems, networks, or databases and to safeguard controlled unclassified information shall have a favorable background investigation as required above references positions designated as IT-I, IT-II or IT-III to perform functions stipulated in contract scope of work. The minimum investigative requirements are as follows: IT-I (Privileged Access) = Single Scope Background Investigation (SSBI); IT-II (Limited Privileged Access) = National Agency Check with Law and Credit Check (NACLC); IT-III (Non-Privileged Access) = National Agency Check with Inquiries (NACI). An investigation in-process is acceptable if the 7th Signal Command Designated Approval Authority (DAA) has granted an IT Waiver. Investigations will be coordinated with the G2, TACOM LCMC (AMSTA-CSS / 586-282-6262) and investigations will be through the Personnel Security Investigations Portal Center of Excellence (PSIP COE). Non-U.S. citizens shall be Permanent Resident Aliens with requisite investigation. All personnel shall receive and certify to an Information Systems Security Briefing.

(End of Provision)

L-17 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

Name of Offeror or Contractor:

[End of Provision]

- L-18 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- APR/2013
DISCLOSURE STATEMENT
- a) APPLICABILITY. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.
- b) DETROIT ARSENAL ACCESS.
- 1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.
- 2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).
- c) BADGES.
- 1) Badges/Passes. Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).
- 2) Obtaining Badges. Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.
- 3) Returning Badges. The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.
- 4) Badge Guidance.
- a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.
- b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.
- c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.
- d) MEETING ATTENDANCE. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
- e) CLASSIFIED ACCESS. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.
- f) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.
- g) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-

Name of Offeror or Contractor:

disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

- Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);
- Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
- Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days. The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of Provision]

L-19

DA, 52.215-5111

ABILITY ONE SUBCONTRACTING CREDIT

APR/2010

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

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d. For additional information on DoD activities in support of AbilityOne, see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html

[End of provision]

L-20 52.219-4004 SUBMISSION OF SUBCONTRACTING PLAN MAY/2012
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-21 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-3	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

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ATT/EXH ID Exhibit A

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SECTION A - SUPPLEMENTAL INFORMATION

CHANGED AS6311 52.204-4016 01-MAR-2013 WARREN ELECTRONIC CONTRACTING

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv14r0034.

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

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

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

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

(e) Note to offerors:

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

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

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

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

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or

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contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

ADDED	AS7040	52.201-4000	01-APR-2011	ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON
ADDED	AS7526	52.204-4023	01-FEB-2013	NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON) AT DETROIT ARSENAL
ADDED	AS7527	52.204-4024	01-FEB-2013	NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP) AT THE DETROIT ARSENAL
ADDED	AS7529	52.209-4025	01-MAR-2013	NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL
ADDED	AS7001	52.214-4000	01-OCT-1993	ACKNOWLEDGMENT OF AMENDMENTS
ADDED	AS7316	52.214-4003 (TACOM)	01-MAR-1998	ALL OR NONE
DELETED	AS7265	52.225-4004 (TACOM)	01-APR-1985	NOTICE--SOLICITATION RESTRICTED TO DOMESTIC SOURCES FOR MOBILIZATION BASE OR NATIONAL DEFENSE REASONS

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED	CS6005	52.204-4003 (TACOM)	01-SEP-2013	START OF WORK MEETING
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The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 15 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 2 days after the meeting is held. Also refer to PWS Section C.3.1.7 and CDRL A002.

[End of Clause]

CHANGED	CS6520	52.209-4020 (TACOM)	01-OCT-2013	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within [60] calendar 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 [60] calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

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CHANGED CS6522 52.209-4022 01-JUN-2012 iWATCH TRAINING
(TACOM)

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 [60] calendar days of contract award and within [60] calendar days of new employees commencing performance, with the results reported to the COR no later than [60] calendar days after contract award.

(End of Clause)

ADDED CS7520 52.204-4020 01-JUN-2012 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES
(TACOM)

ADDED CS7525 52.204-4021 01-JUN-2012 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION
SYSTEMS

ADDED CS7522 52.204-4022 01-JAN-2014 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN
(TACOM)

ADDED CS7521 52.209-4021 01-JUN-2012 ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR
PERSONNEL TRAVELING OVERSEAS

ADDED CS7237 52.237-4000 01-FEB-2013 CONTRACTOR MANPOWER REPORTING (CMR)
(TACOM)

SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF00007 52.246-5 01-APR-1984 INSPECTION OF SERVICES--COST-REIMBURSEMENT

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF00003 52.242-15 01-APR-1984 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

ADDED FF00005 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK

ADDED FF00024 52.247-55 01-JUN-2003 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY

ADDED FA00003 252.211-7007 01-AUG-2012 REPORTING OF GOVERNMENT-FURNISHED PROPERTY

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED GA60003 252.232-7006 01-MAY-2013 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(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--

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(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).

Invoice and Receiving Report.

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

N/A.

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N/A
Issue By DoDAAC	N/A
Admin DoDAAC	N/A
Inspect By DoDAAC	N/A
Ship To Code	N/A
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.

brian.a.kachaduriam.civ@mail.mil

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

N/A

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

(End of clause)

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DELETED	GS6669	52.242-4007	01-AUG-2012	WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008
CHANGED	GS6651	52.242-4016	01-FEB-2013	COMMUNICATIONS

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: Brian Kachadurian
E-mail: brian.a.kachadurian.civ@mail.mil

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

ACO: N/A
E-mail: N/A

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]

ADDED	GS7006	252.204-0005 (DFARS PGI)	01-SEP-2009	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date
ADDED	GS7800	52.232-4087	01-AUG-2012	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)
ADDED	GS7505	52.242-4011 (TACOM)	01-FEB-1998	WORK DIRECTIVES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HA00001	252.222-7006	01-DEC-2010	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
ADDED	HS7101	52.204-4005	01-AUG-2012	REQUIRED USE OF ELECTRONIC CONTRACTING

SECTION I - CONTRACT CLAUSES

ADDED	IF00359	52.202-1	01-NOV-2013	DEFINITIONS
ADDED	IF00002	52.203-3	01-APR-1984	GRATUITIES
ADDED	IF00003	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
ADDED	IF00004	52.203-6	01-SEP-2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
ADDED	IF00006	52.203-7	01-OCT-2010	ANTI-KICKBACK PROCEDURES
ADDED	IF00007	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
ADDED	IF00008	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
ADDED	IF00009	52.203-12	01-OCT-2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	IF00010	52.204-2	01-AUG-1996	SECURITY REQUIREMENTS
ADDED	IF00013	52.204-4	01-MAY-2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
ADDED	IF00015	52.204-9	01-JAN-2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

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ADDED	IF00364	52.204-10	01-JUL-2013	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
ADDED	IF00409	52.204-13	01-JUL-2013	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
ADDED	IF00023	52.209-6	01-AUG-2013	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
ADDED	IF00406	52.209-9	01-JUL-2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	IF00401	52.210-1	01-APR-2011	MARKET RESEARCH
ADDED	IF00024	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
ADDED	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF00038	52.215-2	01-OCT-2010	AUDIT AND RECORDS--NEGOTIATIONS
ADDED	IF00042	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF00046	52.215-10	01-AUG-2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
ADDED	IF00048	52.215-12	01-OCT-2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
ADDED	IF00051	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)
ADDED	IF00052	52.215-15	01-OCT-2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
ADDED	IF00054	52.215-18	01-JUL-2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF00059	52.216-8	01-JUN-2011	FIXED FEE
ADDED	IF00396	52.219-8	01-JUL-2013	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF00084	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
ADDED	IF00087	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
ADDED	IF00102	52.222-19	01-JAN-2014	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
ADDED	IF00103	52.222-20	01-OCT-2010	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF00104	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
ADDED	IF00105	52.222-26	01-MAR-2007	EQUAL OPPORTUNITY
ADDED	IF00110	52.222-35	01-SEP-2010	EQUAL OPPORTUNITY FOR VETERANS
ADDED	IF00111	52.222-36	01-OCT-2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
ADDED	IF00112	52.222-37	01-SEP-2010	EMPLOYMENT REPORTS ON VETERANS
ADDED	IF00395	52.222-40	01-DEC-2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
ADDED	IF00116	52.222-50	01-FEB-2009	COMBATING TRAFFICKING IN PERSONS
ADDED	IF00381	52.222-54	01-AUG-2013	EMPLOYMENT ELIGIBILITY VERIFICATION
ADDED	IF00117	52.223-5	01-MAY-2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
ADDED	IF00121	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE

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ADDED	IF00122	52.223-10	01-MAY-2011	WASTE REDUCTION PROGRAM
ADDED	IF00394	52.223-18	01-AUG-2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
ADDED	IF00402	52.223-19	01-MAY-2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
ADDED	IF00126	52.224-1	01-APR-1984	PRIVACY ACT NOTIFICATION
ADDED	IF00127	52.224-2	01-APR-1984	PRIVACY ACT
ADDED	IF00133	52.225-13	01-JUN-2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF00136	52.227-1	01-DEC-2007	AUTHORIZATION AND CONSENT
ADDED	IF00140	52.227-2	01-DEC-2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF00162	52.229-4	01-FEB-2013	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
ADDED	IF00169	52.230-6	01-JUN-2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
ADDED	IF00170	52.232-1	01-APR-1984	PAYMENTS
ADDED	IF00175	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
ADDED	IF00178	52.232-11	01-APR-1984	EXTRAS
ADDED	IF00179	52.232-17	01-OCT-2010	INTEREST
DELETED	IF00180	52.232-18	01-APR-1984	AVAILABILITY OF FUNDS
ADDED	IF00185	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)
ADDED	IF00187	52.232-25	01-JUL-2013	PROMPT PAYMENT
ADDED	IF00191	52.232-33	01-JUL-2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT
ADDED	IF00411	52.232-39	01-JUN-2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
ADDED	IF00414	52.232-40	01-DEC-2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
ADDED	IF00194	52.233-1	01-JUL-2002	DISPUTES
ADDED	IF00196	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF00198	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ADDED	IF00209	52.236-13	01-NOV-1991	ACCIDENT PREVENTION
DELETED	IF00224	52.237-3	01-JAN-1991	CONTINUITY OF SERVICES
ADDED	IF00231	52.242-1	01-APR-1984	NOTICE OF INTENT TO DISALLOW COSTS
ADDED	IF00233	52.242-3	01-MAY-2001	PENALTIES FOR UNALLOWABLE COSTS
ADDED	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY
ADDED	IF00254	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
ADDED	IF00255	52.244-6	01-DEC-2013	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED	IF00391	52.245-1	01-APR-2012	GOVERNMENT PROPERTY
ADDED	IF00267	52.245-9	01-APR-2012	USE AND CHARGES
ADDED	IF00283	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY

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DELETED	IF00284	52.246-24	01-FEB-1997	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS
ADDED	IF00310	52.247-68	01-FEB-2006	REPORT OF SHIPMENT (REPSHIP)
ADDED	IF00311	52.248-1	01-OCT-2010	VALUE ENGINEERING
ADDED	IF00336	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF00347	52.249-14	01-APR-1984	EXCUSABLE DELAYS
ADDED	IF00353	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED	IA00001	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
ADDED	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
ADDED	IA00267	252.203-7001	01-DEC-2008	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
ADDED	IA00287	252.203-7002	01-SEP-2013	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
ADDED	IA00268	252.204-7000	01-AUG-2013	DISCLOSURE OF INFORMATION
ADDED	IA00005	252.204-7002	01-DEC-1991	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
ADDED	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA00008	252.204-7005	01-NOV-2001	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
ADDED	IA00009	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
ADDED	IA00336	252.204-7012	01-NOV-2013	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION
ADDED	IA00010	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
ADDED	IA00011	252.209-7004	01-DEC-2006	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
DELETED	IA00316	252.209-7009	01-DEC-2012	ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM
ADDED	IA00013	252.211-7000	01-OCT-2010	ACQUISITION STREAMLINING
ADDED	IA00014	252.215-7000	01-DEC-2012	PRICING ADJUSTMENTS
ADDED	IA00015	252.215-7002	01-DEC-2012	COST ESTIMATING SYSTEM REQUIREMENTS
DELETED	IA00309	252.216-7004	01-SEP-2011	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL
DELETED	IA00027	252.217-7013	01-DEC-1991	GUARANTEES
ADDED	IA00043	252.223-7004	01-SEP-1988	DRUG-FREE WORK FORCE
ADDED	IA00044	252.223-7006	01-APR-2012	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
ADDED	IA00320	252.223-7008	01-JUN-2013	PROHIBITION OF HEXVALENT CHROMIUM
ADDED	IA00047	252.225-7002	01-DEC-2012	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA00050	252.225-7006	01-OCT-2010	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	IA00052	252.225-7012	01-FEB-2013	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

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ADDED	IA00053	252.225-7013	01-OCT-2013	DUTY-FREE ENTRY
ADDED	IA00056	252.225-7015	01-JUN-2005	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
ADDED	IA00057	252.225-7016	01-JUN-2011	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
ADDED	IA00064	252.225-7030	01-DEC-2006	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
ADDED	IA00065	252.225-7033	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES
ADDED	IA00333	252.225-7048	01-JUN-2013	EXPORT-CONTROLLED ITEMS
ADDED	IA00072	252.226-7001	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
DELETED	IA00076	252.227-7013	01-JUN-2013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
DELETED	IA00081	252.227-7016	01-JAN-2011	RIGHTS IN BID OR PROPOSAL INFORMATION
ADDED	IA00089	252.227-7025	01-MAY-2013	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
DELETED	IA00090	252.227-7026	01-APR-1988	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
DELETED	IA00091	252.227-7027	01-APR-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
DELETED	IA00092	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
DELETED	IA00096	252.227-7037	01-JUN-2013	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	IA00115	252.232-7003	01-JUN-2012	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
ADDED	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
DELETED	IA00126	252.235-7003	01-DEC-1991	FREQUENCY AUTHORIZATION
DELETED	IA00128	252.235-7011	01-NOV-2004	FINAL SCIENTIFIC OR TECHNICAL REPORT
ADDED	IA00308	252.237-7010	01-JUN-2013	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
ADDED	IA00277	252.239-7001	01-JAN-2008	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION
DELETED	IA00337	252.239-7018	01-NOV-2013	SUPPLY CHAIN RISK
ADDED	IA00321	252.242-7005	01-FEB-2012	CONTRACTOR BUSINESS SYSTEMS
ADDED	IA00322	252.242-7006	01-FEB-2012	ACCOUNTING SYSTEM ADMINISTRATION
ADDED	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED	IA00148	252.243-7002	01-DEC-2012	REQUESTS FOR EQUITABLE ADJUSTMENT
ADDED	IA00323	252.244-7001	01-JUN-2012	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION
ADDED	IA00317	252.245-7001	01-APR-2012	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY
ADDED	IA00318	252.245-7002	01-APR-2012	REPORTING LOSS OF GOVERNMENT PROPERTY
ADDED	IA00324	252.245-7003	01-APR-2012	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION
ADDED	IA00326	252.245-7004	01-MAY-2013	REPORTING, REUTILIZATION, AND DISPOSAL

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ADDED	IA00152	252.246-7000	01-MAR-2008	MATERIAL INSPECTION AND RECEIVING REPORT
DELETED	IA00153	252.246-7001	01-DEC-1991	WARRANTY OF DATA
ADDED	IA00273	252.246-7003	01-JUN-2013	NOTIFICATION OF POTENTIAL SAFETY ISSUES
DELETED	IA00288	252.247-7003	01-JUN-2013	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER
ADDED	IA00157	252.247-7023	01-JUN-2013	TRANSPORTATION OF SUPPLIES BY SEA
DELETED	IA00163	252.249-7002	01-OCT-2010	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
CHANGED	IF60114	52.216-7	01-JUN-2013	ALLOWABLE COST AND PAYMENT

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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(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.

(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).

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(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.

(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.

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

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

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

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

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

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

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liability.

(End of Clause)

DELETED IF60154 52.217-8 01-NOV-1999 OPTION TO EXTEND SERVICES

CHANGED IF60025 52.217-9 01-MAR-2000 OPTION TO EXTEND THE TERM OF THE CONTRACT

(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 60 days 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 730 days after contract award.

(End of Clause)

DELETED IF60032 52.219-23 01-JUN-2003 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 2008) - ALTERNATE I (JUN 2003)

CHANGED IF60126 52.222-2 01-JUL-1990 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed AMOUNT TO BE NEGOTIATED or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of Clause)

CHANGED IF60148 52.244-2 01-OCT-2010 SUBCONTRACTS

(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.

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

(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.

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(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.

(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: N/A

(End of clause)

CHANGED IA60055 252.203-7004 01-DEC-2012 DISPLAY OF FRAUD HOTLINE POSTER(S)

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

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

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

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

N/A

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

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

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

DELETED	IA60032	252.209-7007	01-JUL-2009	PROHIBITED FINANCIAL INTERESTS FOR LEAD SYSTEM INTEGRATORS
DELETED	IA60033	252.225-7040	01-FEB-2013	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES
DELETED	IA60062	252.225-7995 (DEV 2013-00015)	01-JUN-2013	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2013-00015)
DELETED	IA60011	252.235-7010	01-MAY-1995	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER
DELETED	IS6230	52.217-4001	01-FEB-2007	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY

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ADDED	IF70058	52.203-13	01-APR-2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
ADDED	IF70036	52.219-28	01-JUL-2013	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
ADDED	IF70061	52.219-9 (DEV 2013-00014)	01-OCT-2001	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013) -- ALTERNATE II (OCT 2001)
DELETED	IF70059	52.219-9 (DEV 2013-00014)	01-AUG-2013	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014)
ADDED	IF70015	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED	IF70018	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
ADDED	IF70052	52.230-2	01-MAY-2012	COST ACCOUNTING STANDARDS
ADDED	IF70033	52.252-2	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE
ADDED	IF70034	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
ADDED	IA70068	252.219-7003 (DEV 2013-00014)	01-AUG-2013	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-00014)
DELETED	IA70054	252.225-7993 (DEV 2012-00005)	01-JAN-2012	PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)
DELETED	IA70055	252.225-7994 (DEV 2012-00005)	01-JAN-2012	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)
ADDED	IS7002	52.204-4009	01-MAR-2005	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
ADDED	IS7070	52.219-4070	01-APR-2006	PILOT MENTOR-PROTEGE PROGRAM

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED	KF00015	52.204-7	01-JUL-2013	SYSTEM FOR AWARD MANAGEMENT
ADDED	KF00012	52.225-20	01-AUG-2009	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION
ADDED	KF00014	52.225-25	01-DEC-2012	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION
ADDED	KA00008	252.203-7005	01-NOV-2011	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
ADDED	KA00001	252.209-7001	01-JAN-2009	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	KA00002	252.209-7002	01-JUN-2010	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
ADDED	KA00003	252.225-7031	01-JUN-2005	SECONDARY ARAB BOYCOTT OF ISRAEL
DELETED	KA00005	252.227-7017	01-JAN-2011	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
DELETED	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/DEL	KF60009	52.204-8	01-JAN-2014	ANNUAL REPRESENTATIONS AND CERTIFICATIONS

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ADDED	KF70039	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
ADDED	KF70044	52.209-7	01-JUL-2013	INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	KF70045	52.230-1	01-MAY-2012	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
ADDED	KF70032	52.230-7	01-APR-2005	PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES
DELETED	KA70013	252.209-7006	01-JAN-2008	LIMITATIONS ON CONTRACTORS ACTING AS LEAD SYSTEM INTEGRATORS
ADDED	KA70034	252.209-7995 (DEV 2013- 00010)	01-APR-2013	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR 2013 APPROPRIATIONS (DEV 2013-00010)
ADDED	KA70026	252.209-7999 (DEV 2012- 00004)	01-JAN-2012	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)
ADDED	KS7035	52.215-4005 (TACOM)	01-OCT-1985	MINIMUM ACCEPTANCE PERIOD
ADDED	KS7008	52.215-4010 (TACOM)	01-MAR-2013	AUTHORIZED NEGOTIATORS
ADDED	KS7151	52.223-4002 (TACOM)	01-OCT-2008	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
ADDED	KS7283	52.245-4004	01-JAN-1991	CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS				
ADDED	LF00001	52.204-6	01-JUL-2013	DATA UNIVERSAL NUMBERING SYSTEM NUMBER
ADDED	LF00023	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED	LF00024	52.214-35	01-APR-1991	SUBMISSIONS OF OFFERS IN U.S. CURRENCY
ADDED	LF00033	52.222-46	01-FEB-1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
DELETED	LF00038	52.237-1	01-APR-1984	SITE VISIT
ADDED	LF00039	52.237-10	01-OCT-1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME
DELETED	LA00013	252.209-7008	01-DEC-2010	NOTICE OF PROHIBITION RELATING TO ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM
ADDED	LA00016	252.215-7008	01-OCT-2013	ONLY ONE OFFER
DELETED	LA00017	252.239-7017	01-NOV-2013	NOTICE OF SUPPLY CHAIN RISK
CHANGED	LF60006	52.215-20	01-OCT-1997	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously

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submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Details on Acceptable Electronic Format can be found at <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(End of clause)

CHANGED LF60009 52.216-1 01-APR-1984 TYPE OF CONTRACT

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) contract resulting from this solicitation.

(End of Provision)

CHANGED LF60010 52.233-2 01-SEP-2006 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command-Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

PIIN/SIIN W56HZV-14-R-0034

MOD/AMD

ADDED	LF70002	52.211-1	01-AUG-1998	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29
ADDED	LF70003	52.211-2	01-JAN-2006	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)
DELETED	LF70005	52.215-20	01-OCT-2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
ADDED	LF70014	52.252-1	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
ADDED	LF70015	52.252-5	01-APR-1984	AUTHORIZED DEVIATIONS IN PROVISIONS
DELETED	LS7431	52.211-4036	01-APR-2000	FORMAT OF THE TECHNICAL DATA PACKAGE (TDP)
DELETED	LS7327	52.211-4054 (TACOM)	01-MAR-1989	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES
ADDED	LS7001	52.215-4003 (TACOM)	01-MAY-2011	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
ADDED	LS7325	52.215-4004	01-SEP-2010	COST OR PRICING DATA
ADDED	LS7990	52.215-4400	01-MAR-2013	ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT
ADDED	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
ADDED	LS7998	52.215-4405	01-APR-2013	ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT
DELETED	LS7010	52.215-4502	01-MAY-1999	PARTNERING
ADDED	LS7111	DA, 52.215-5111	01-APR-2010	ABILITY ONE SUBCONTRACTING CREDIT
ADDED	LS7380	52.219-4004 (TACOM)	01-MAY-2012	SUBMISSION OF SUBCONTRACTING PLAN
ADDED	LS7015	52.233-4001	01-OCT-2013	HQ-AMC LEVEL PROTEST PROCEDURES

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF00005	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
ADDED	MS7311	52.209-4011 (TACOM)	01-JAN-2001	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD
ADDED	MS7060	52.217-4003 (TACOM)	01-FEB-1998	EVALUATION OF INCOMPLETE OPTION PRICING
DELETED	MS7053	52.245-4001 (TACOM)	01-MAR-1985	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY