

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   60	
2. CONTRACT NO. W56HZV-15-C-L604		3. SOLICITATION NO. W56HZV-14-R-A772	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 31 Oct 2014	6. REQUISITION/PURCHASE NO. SEE SCHEDULE		
7. ISSUED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000			CODE W56HZV	8. ADDRESS OFFER TO (If other than Item 7) INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000		CODE W56HZV	TEL: FAX:

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 10:00 AM local time 26 Nov 2014  
(Hour) (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 R SIMON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 586-282-2846	C. E-MAIL ADDRESS josephr.simon13.civ@mail.mil
---------------------------	--	---------------------------	---	---

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	41 - 58
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 14	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	15 - 33	X	J	LIST OF ATTACHMENTS	59 - 60
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	34		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	35 - 37		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	38 - 39		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	40				

### 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 60 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)		NET 30 DAYS	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR DYNAMIC RESEARCH, INC. KEN WILEY 355 VAN NESS AVE STE 200 TORRANCE CA 90501-6259		CODE 03MC5	FACILITY 03MC5	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
---	--	---------------	-------------------	---	--

15B. TELEPHONE NO (Include area code) 310-212-5211		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
---	--	--	--	---------------	--	----------------	--

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED All		20. AMOUNT \$289,949.00		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 2 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Section G	
24. ADMINISTERED BY (If other than Item 7) INSTAL & VEHICLE SUP CONTRACTING DIV JOSEPH R SIMON CCTA-HDB-S/MS 350 JOSEPH.R.SIMON13.CIV@MAILMIL WARREN MI 48397-5000			CODE W56HZV	25. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEBBS 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800		CODE HQ0490	
26. NAME OF CONTRACTING OFFICER (Type or print) JEFFREY B. YEAGER TEL: 586-282-6200 EMAIL: jeffrey.b.yeager2.civ@mail.mil				27. UNITED STATES OF AMERICA <i>Jeffrey B. Yeager</i> (Signature of Contracting Officer)		28. AWARD DATE 19-Dec-2014	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## Section A - Solicitation/Contract Form

ACCEPTANCE APPENDIX

52.204-4850 (TACOM)

## ACCEPTANCE APPENDIX

- a. Contract No. W56HZV-15-C-L604 is awarded to Dynamic Research, Inc. The Government accepts your company's proposal dated 19 November 2014 in response to Request for Proposals (RFP) W56HZV-14-R-A772, signed by Ken D. Wiley, Principal Engineer, and Terry Smith, Principal Scientist, on behalf of your company (hereinafter referred to as "contractor").
- b. The contractor, in its proposal, provided data for various RFP clauses and that data has been incorporated into this contract.
- c. Any attachments not included with this document will be provided by Army Contracting Command-Warren. Any office requiring a copy of the contract and/or attachments, can request it by sending an email message to the contract specialist identified on the front page of this contract.
- d. There were no amendments to the RFP.

## CLAUSES INCORPORATED BY FULL TEXT

52.201-4000 TACOM-WARREN OMBUDSPERSON

Jan 06

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>.

52.209-4025

MAR 2013

## NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL

The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC Training as part of Annual Security training.

Contractors should make requests for training to the buyer listed on this solicitation and contract.

(End of Notice)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	WIAMan Support Base Year LH				
	Contractor shall provide support services in accordance with the relevant provisions of the Performance Work Statement (PWS) set out in Section C below for a period of one year from the date of award.				
	Contractor shall be compensated for the work performed at the hourly rates identified in Attachment 001 for the labor categories in which the work was performed. For purposes of FAR 52.232-7 below, the ceiling price for the base year effort shall be the total of the amounts set forth in SUBCLINS 0001AA and 0001AB below.				
	For invoicing instructions see clause: 52.232-4007 Wide Area Workflow.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010570670				
				TOT ESTIMATED PRICE	\$0.00
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Job	\$175,924.00	\$175,924.00

WIAMan Support Base Year  
FFP

Contractor shall provide support services in accordance with the relevant provisions of the Performance Work Statement (PWS) set out in Section C below for a period of one year from the date of award.

Contractor shall be compensated for the work performed at the hourly rates identified in Attachment 001 for the labor categories in which the work was performed. For purposes of FAR 52.232-7 below, the ceiling price for the base year effort shall be the total of the amounts set forth in SUBCLINS 0001AA and 0001AB.

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow.  
FOB: Destination  
PURCHASE REQUEST NUMBER: 0010626452-0001

---

NET AMT \$175,924.00

ACRN AA \$175,924.00  
CIN: GFEB001062645200001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Job	\$100,000.00	\$100,000.00

WIAMan Support Base Year  
LH

Contractor shall provide support services in accordance with the relevant provisions of the Performance Work Statement (PWS) set out in Section C below for a period of one year from the date of award.

Contractor shall be compensated for the work performed at the hourly rates identified in Attachment 001 for the labor categories in which the work was performed. For purposes of FAR 52.232-20 below, the ceiling price for the base year effort shall be the total of the amounts set forth in SUBCLINS 0001AA and 0001AB.

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010570670

TOT ESTIMATED PRICE \$100,000.00

CEILING PRICE

ACRN AB \$100,000.00

CIN: GFEB001057067000001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					NSP

CTR Manpower Base Year

See clause 52.237-4000 in Section C below for description of Contractor Manpower Reporting (CMR) requirement.

Period of Performance: One year from date of award

Not separately priced. The contractor shall satisfy the requirement at no additional cost to the Government.

FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003

NSP

Data Items Base Year

See Contract Data Requirements List (CDRLs), which is attached as Exhibit A and incorporated herein as provided in Section J below.

Period of Performance: One year from date of award

Not separately priced. The contractor shall satisfy the requirement at no additional cost to the Government.

FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Travel Base Year COST		Job		\$0.00

Travel may be necessary for WIAMan support services. Travel must be authorized in writing by the Contracting Officer (PCO) in order to be billed to the contract. All travel in connection with this effort will be closely monitored by the COR. Travel will be billed on a cost, no fee basis, with reimbursement being subject to the DOD Joint Travel Regulations in accordance with paragraph C.1.6 of the Performance Work Statement (PWS) set out in Section C below.

Period of Performance: One year from date of award

FAR Clauses 52.216-7, 52.216-11, 52.232-20 and 52.242-1 set out in Section I of this document only apply to travel CLINs 0004, 1004, 2004 and 3004.

FOB: Destination

ESTIMATED COST \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA			Job		\$14,025.00

Travel Base Year  
 COST

Travel may be necessary for WIAMan support services. Travel must be authorized in writing by the Contracting Officer (PCO) in order to be billed to the contract. All travel in connection with this effort will be closely monitored by the COR. Travel will be billed on a cost, no fee basis, with reimbursement being subject to the DOD Joint Travel Regulations in accordance with paragraph C.1.6 of the Performance Work Statement (PWS) set out in Section C below.

Pursuant to FAR 52.232-20, the Government will have no obligation to reimburse the Contractor for any costs incurred in excess of the established ceiling amount of \$14,025.

Period of Performance: One year from date of award

FAR Clauses 52.216-7, 52.216-11, 52.232-20 and 52.242-1 set out in Section I of this document only apply to travel CLINs 0004, 1004, 2004 and 3004.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010626452-0001

				ESTIMATED COST	\$14,025.00
	ACRN AA				\$14,025.00
	CIN: GFEB001062645200002				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	WIAMan Engineering Support Opt Yr 1 LH	1	Job	\$461,794.00	\$461,794.00

Upon the Government's exercise of its option to extend the contract pursuant to FAR 52.217-9 set forth below, the Contractor shall provide support services in accordance with the relevant provisions of the Performance Work Statement (PWS) set out in Section C below.

Contractor shall be compensated for the work performed at the hourly rates identified in Attachment 001 for the labor categories in which the work was performed. For purposes of FAR 52.232-20 below, the ceiling price for the Option Year 1 effort shall be the total set forth in CLIN 1001.

Period of Performance: Period of one year beginning on one year anniversary of date of award.

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow.  
 FOB: Destination

TOT ESTIMATED PRICE	\$461,794.00
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Contractor Manpower Reporting Opt Yr 1				NSP

See clause 52.237-4000 in Section C below for description of Contractor Manpower Reporting (CMR) requirement.

Period of Performance: Period of one year beginning on one year anniversary of date of award. This requirement is contingent on the Government's exercise of its option pursuant to FAR 52.217-9 set forth below.

Not separately priced. The contractor shall satisfy the requirement at no additional cost to the Government.  
 FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Data Items Opt Yr 1				NSP

See Contract Data Requirements List (CDRLs), which is attached as Exhibit A and incorporated herein as provided in Section J below.

Period of Performance: Period of one year beginning on one year anniversary of date of award. This requirement is contingent on the Government's exercise of its option pursuant to FAR 52.217-9 set forth below.

Not separately priced. The contractor shall satisfy the requirement at no additional cost to the Government.  
 FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Travel Opt Yr 1 COST		Job		\$43,140.00

Travel may be necessary for WIAMan support services. Travel must be authorized in writing by the Contracting Officer (PCO) in order to be billed to the contract. All travel in connection with this effort will be closely monitored by the COR. Travel will be billed on a cost, no fee basis, with reimbursement being subject to the DOD Joint Travel Regulations in accordance with paragraph C.2.6 of the Performance Work Statement (PWS) set out in Section C below.

Pursuant to FAR 52.232-20, the Government will have no obligation to reimburse the Contractor for any costs incurred in excess of the established ceiling amount of \$43,140.

Period of Performance: Period of one year beginning on one year anniversary of date of award. This requirement is contingent on the Government's exercise of its option pursuant to FAR 52.217-9 set forth below.

FAR Clauses 52.216-7, 52.216-11, 52.232-20 and 52.242-1 set out in Section I of this document only apply to travel CLINs 0004, 1004, 2004 and 3004.

FOB: Destination

ESTIMATED COST	\$43,140.00
----------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	WIAMan Engineering Support Opt Yr 2 LH	1	Job	\$478,248.00	\$478,248.00

Upon the Government's exercise of it's option to extend the contract pursuant to FAR 52.217-9 set forth below, the Contractor shall provide support services in accordance with the relevant provisions of the Performance Work Statement (PWS) set out in Section C below.

Contractor shall be compensated for the work performed at the hourly rates identified in Attachment 001 for the labor categories in which the work was performed. For purposes of FAR 52.232-20 below, the ceiling price for the Option Year 2 effort shall be the total set forth in CLIN 2001.

Period of Performance: Period of one year beginning on two year anniversary of date of award.

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow.  
 FOB: Destination

TOT ESTIMATED PRICE	\$478,248.00
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Contractor Manpower Reporting Opt Yr 2				NSP

See clause 52.237-4000 in Section C below for description of Contractor Manpower Reporting (CMR) requirement.

Period of Performance: Period of one year beginning on two year anniversary of date of award. This requirement is contingent on the Government's exercise of its option pursuant to FAR 52.217-9 set forth below.

Not separately priced. The contractor shall satisfy the requirement at no additional cost to the Government.  
 FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Data Items Opt Yr 2				NSP

See Contract Data Requirements List (CDRLs), which is attached as Exhibit A and incorporated herein as provided in Section J below.

Period of Performance: Period of one year beginning on two year anniversary of date of award. This requirement is contingent on the Government's exercise of its option pursuant to FAR 52.217-9 set forth below.

Not separately priced. The contractor shall satisfy the requirement at no additional cost to the Government.  
 FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Travel Opt Yr 2 COST		Job		\$44,840.00

Travel may be necessary for WIAMan support services. Travel must be authorized in writing by the Contracting Officer (PCO) in order to be billed to the contract. All travel in connection with this effort will be closely monitored by the COR. Travel will be billed on a cost, no fee basis, with reimbursement being subject to the DOD Joint Travel Regulations in accordance with paragraph C.3.6 of the Performance Work Statement (PWS) set out in Section C below.

Pursuant to FAR 52.232-20, the Government will have no obligation to reimburse the Contractor for any costs incurred in excess of the established ceiling amount of \$44,840.

Period of Performance: Period of one year beginning on two year anniversary of date of award. This requirement is contingent on the Government's exercise of its option pursuant to FAR 52.217-9 set forth below.

FAR Clauses 52.216-7, 52.216-11 and 52.242-1 set out in Section I of this document only apply to travel CLINs 0004, 1004, 2004 and 3004.

FOB: Destination

ESTIMATED COST	\$44,840.00
----------------	-------------

## Section C - Descriptions and Specifications

### PERFORMANCE WORK STATEMENT

#### **PERFORMANCE WORK STATEMENT (PWS)**

##### **GENERAL**

This is a non-personal services contract to provide technical and engineering services for the development of the Warrior Injury Assessment Manikin (WIAMan). The WIAMan product is an anthropomorphic test device (ATD) that will be used to assess injuries to occupants of vehicles during under body blast (UBB) events. This contract is for technical and engineering services supporting the development, not the production, of the WIAMan ATD. The Government shall not exercise any supervision or control over the contract service providers performing the services described in this PWS. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

##### **BACKGROUND**

The WIAMan program is a critical Army initiative to develop the world's first and only test "ATD", or ATD, specifically designed to assess occupant injuries in UBB events. The new WIAMan ATD will replace the automotive crash test dummies currently used by the Army, which are inadequate for UBB injury assessment. Automotive crash test dummies were designed for frontal and side collisions and do not accurately represent human response to a vertical impact such as the force resulting from the under body detonation of an Improvised Explosive Device (IED). Furthermore, automotive crash test dummies have never been validated for a blast environment. The development of a UBB specific ATD is necessary to provide the US Army with the capability to properly assess UBB injuries. This capability will enable the development of vehicles and vehicle technologies with appropriate occupant protection systems to reduce the risk and severity of UBB induced injuries to the warfighter. The WIAMan program is a complex and challenging one, including numerous companies and institutions of varying disciplines to provide the technical and programmatic resources to complete the task. The contractor will provide specialized technical and engineering knowledge and services needed as a part of this multi-faceted team. To lower program risk, the Government will set the overall project goals while the contractor's multi-disciplinary technical expertise and project management services will be utilized to complete critical technical tasks, manage regular programmatic activities and document the overall project for Government reference.

The overarching WIAMan program includes multiple phases: Generation 1 concept design, Pre-Generation 1 prototype fabrication, Generation 1 prototype design and fabrication, Generation 2 design and fabrication, and final WIAMan ATD design. These phases are planned over a period of nine years, with completion expected in FY2020. There are many activities, including Test and Evaluation (T&E) that support these overlapping phases. This contract effort is a follow-on to contract W56HZV-11-C-L570, performed by Dynamic Research Inc, which provided services for the Generation 1 concept design phase. The current contracting effort will be for a continuation of technical expertise and project management services during the FY15 Base Year and two (2) Option years to support the ongoing program phases. The Base Year FY15 contract is for services for the Pre-Generation fabrication phase as well as the beginning of the Generation 1 design and fabrication phase. Option Year 1 is for services in support of the Generation 1 design and fabrication phase. Option Year 2 is for services in support of the Generation 1 design and fabrication phase and the beginning of the Generation 2 design and fabrication phase since some activities of the Generation 1 phase overlap in time with activities of the Generation 2 phase.

#### **C.1. BASE YEAR REQUIREMENTS**

##### **C.1.1. Project Efforts**

The contractor shall provide technical expertise and project management services in the form of analysis, evaluation, and documentation for the WIAMan program by performing the following tasks:

C.1.1.1. Contractor shall provide requested documentation to include: technical and procedural updates to existing program documentation; new program and product team document preparation; preparation of presentations for briefings; contract monthly reports; and test monitoring reports. Contractor will provide document version control and distribution in accordance with WIAMan standards and COR instructions.

C.1.1.2. Contractor shall provide technical expertise and project management services with respect to ATD design, biomechanical research, and testing including participation in product teams (PTs) and working groups. Product Teams include the ATD PT, the Live Fire Test and Evaluation (LFT&E) PT, the Instrumentation and Data Acquisition System (IDAS) PT, the Test and Evaluation (T&E) PT, and the Biomechanics (BIO) PT. Working groups include the body region research working groups, biofidelity response corridor (BRC) working group, instrumentation working group, the scaling working group, the Modeling and Simulation (M&S) working group, and the injury radiology working group.

Contractor shall participate in preparation of documents for publication as requested by the COR.

C.1.1.3. Deliverable:

Contractor shall provide to the Government a monthly report identifying significant tasks accomplished during the month in accordance with Contract Data Requirements List (CDRL) A001.

### **C.1.2. ATD Design Efforts**

Contractor shall provide technical expertise and project management services related to ATD design to WIAMan partners that include Government, Industry, and Academia by performing the following tasks:

C.1.2.1. ATD Critical Design Requirements

Contractor shall maintain and update the critical design requirements documents for the WIAMan ATD as requested by the Government. Documentation shall identify the ATD requirements with respect to anthropometry, range of motion, kinematics, operational environment, durability, repeatability, reproducibility, sensitivity, biofidelity, instrumentation, Data Acquisition System(DAS), lessons learned from other ATD designs, and requirements verification methods. Contractor shall provide documentation that critical design requirements are properly linked to system and program level requirements.

Contractor shall conduct requirements analysis to ensure the ATD product design satisfies the critical design requirements. This analysis shall include an evaluation of ATD features and capabilities, examination of part drawings, inspection of fabricated parts, and documentation of findings and deficiencies.

Contractor shall conduct trade space analyses of conflicts between requirements, design solutions, or manufacturing processes upon request and submit options and recommendations based on WIAMan program priorities.

Contractor shall assist the ATD and T&E PTs in updating the verification and validation (V&V) plan to evaluate the ATD design against the critical design requirements. Contractor shall develop requirements verification procedures and test methodologies.

C.1.2.1.1. Deliverable:

Contractor shall provide to the Government new or updated technical documents related to design requirements in accordance with CDRL A002 and A005. The Government expects that it will require from four to seven technical documents with respect to the ATD critical design requirements during the period of one month to seven months after contract award.

C.1.2.2. Pre-Generation 1 ATD Design

Contractor shall provide technical expertise and project management services related to the WIAMan Pre-Generation 1 design. Contractor shall participate in technical reviews and provide recommendations as requested to finalize the Pre-Generation 1 design prior to fabrication. Recommendations shall be based on updates to requirements, deficiencies discovered in requirements analysis, results of trade space decisions from the Government, results of any applicable test data or M&S, and manufacturing readiness reports from the ATD design/manufacturing contractor.

Contractor shall document design updates including reasoning and effects on the program, participate in planning verification and validation of the design, evaluate and analyze design simulation data, and evaluate fabrication

plans, participate in the development of certification test procedures. Contractor shall provide documentation of all of these tasks.

C.1.2.2.1. Deliverable:

Contractor shall provide to the Government technical documents related to Pre-Generation 1 ATD design in accordance with CDRL A002 and A005. The Government expects that it will require from four to seven technical documents related to the Pre-Generation 1 ATD design during the period of one month to five months after award.

C.1.2.3 Pre-Generation 1 ATD Fabrication and Test Efforts

This contract does not include any fabrication by the Contractor; however, the Contractor shall provide technical expertise and project management services related to ensuring successful ATD Pre-Generation 1 fabrication and testing by other WIAMan partners that include Government, Industry, and Academia.

Contractor shall participate in manufacturing reviews and provide technical recommendations regarding process, complexity, part quality, quantity, schedule, assembly and delivery. Contractor shall evaluate fabricated parts for fit and finish and accuracy against the detailed part drawings. Contractor shall evaluate the integration of subsystems and parts from various manufacturers.

Contractor shall provide technical assistance to materials selection teams to guide the selection of appropriate materials for ATD fabrication. Contractor shall assist in the development of small and full scale test methodologies, participate in conducting material evaluations, and provide recommendations to the ATD team regarding optimal material selection considering all requirements.

Contractor shall provide technical reviews and assist in the development of user documentation including WIAMan ATD user manual, assembly/disassembly procedures, certification procedures, and other user instructions.

Contractor shall evaluate the applicability and effectiveness of certification and verification test procedures, including recommendations for the reuse or new design of test fixtures. Contractor shall assist in conducting certification, repeatability, reproducibility, durability, sensitivity, reliability, and biofidelity tests on fabricated ATDs and ATD components at WIAMan partner facilities identified below in C.1.6.1, in accordance with the verification and validation plan. Contractor shall evaluate the ATD system including sensors and DAS and identify any deficiencies in the system ability to provide required output data during testing. Contractor shall conduct data analysis of the ATD performance in such tests; including biofidelity scoring, recommending rating scheme weight factors, comparison to previous ATDs, documentation of test and ATD deficiencies and recommended corrective actions.

Contractor shall provide test data analysis to the modeling and simulation team when requested; including technical recommendations to ensure models are representative of physical tests. Contractor shall provide evaluations of modeling and simulation results, comparisons of the simulation data to physical tests, and recommendations for appropriate design changes as required.

C.1.2.3.1. Deliverable:

Contractor shall provide to the Government technical documents related to Pre-Generation 1 ATD fabrication and test efforts in accordance with CDRL A002 and A005. The Government expects that it will require from seven to fifteen documents related to Pre-Generation 1 fabrication and test efforts during the period of one month to twelve months after award.

**C.1.3. Cadaver and ATD Test Efforts**

The contractor shall provide technical expertise and project management services related to cadaver testing by performing the following tasks:

C.1.3.1. Standardization and Harmonization of Tests:

Contractor shall participate in program biomechanical strategy and documentation reviews, Research Plan Reviews (RPR), and Test Readiness Reviews (TRR) for both biofidelity and injury research. Contractor shall identify opportunities to standardize test procedures to include test set-up, required instrumentation, data collection and analysis procedures, video setup, and photography and document recommendations for standardization. Contractor shall evaluate technical strategies related to biomechanical test harmonization among multiple researchers and provide recommendations based on industry best practices. Contractor shall attend critical biomechanics research tests, as requested, to evaluate test procedures and standardization to be held at the locations identified below in C.1.6.1. Contractor shall document lessons learned for the WIAMan program from cadaver test attendance, harmonization, and standardization efforts.

C.1.3.1.1. Deliverable:

Contractor shall provide to the Government technical documents related to standardization of test procedures in accordance with CDRL A002. The Government expects that it will require from two to three documents related to standardizing test procedures during the period of one month to twelve months after award.

C.1.3.2. Test Data Analysis

Contractor shall participate in the development of Biofidelity Response Corridors from cadaver test data through the BRC and Scaling working groups. Contractor shall analyze, combine, and compare test data from the various biomechanics researchers when requested, including data normalization and data integration where appropriate. Data will be provided to the Contractor by the Government at intervals of test completion between one month and twelve months after award in accordance with the WIAMan program Biomechanical Data Management Plan.

C.1.3.2.1. Deliverable:

Contractor shall provide to the Government technical documents related to test data analysis in accordance with CDRL A002. The Government expects that it will require from six to nine documents related to test data analysis during the period of four months to twelve months after award.

C.1.3.3. ATD Data Analysis

Contractor shall participate in ATD tests at facilities listed in C.1.6.1 as requested, summarize ATD test results, analyze ATD data, update and maintain the Biofidelity Ranking Scheme, facilitate preparation of injury risk assessment criteria, and provide documents and reports to detail the performance of the ATD design. Contractor will make recommendations for ATD design changes based on deficiencies found in the analyzed data.

C.1.3.3.1. Deliverable:

Contractor shall provide to the Government technical documents related to ATD requirements in accordance with CDRL A002. The Government expects that it will require from six to nine documents related to ATD requirements during the period of four months to twelve months after award.

**C.1.4. ATD Instrumentation**

The contractor shall provide technical expertise and project management services to the WIAMan Instrumentation & Data Acquisition System (IDAS) Product Team (PT) by performing the following tasks:

C.1.4.1. IDAS Requirements and specifications

Contractor shall participate with the IDAS team meetings and reviews and make recommendations as requested during the meetings based on the ATD design and IDAS interfaces and the Contractor's previous IDAS experience.

C.1.4.1.1. Deliverable:

Contractor shall provide to the Government an overview of any recommendations as part of the monthly report described in C.1.1.3.

**C.1.5. Meetings**

C.1.5.1. Weekly Meetings

One representative from the contractor shall participate in weekly WIAMan ATD, IDAS, Systems Engineering and Integration (SEI), Test and Evaluation (T&E), Live Fire Test and Evaluation (LFTE), and Biomechanics PTs, and working group teleconference meetings when scheduled.

#### C.1.5.2. On-Site Meetings

One representative from the contractor shall participate in WIAMan ATD, IDAS, Systems Engineering and Integration (SEI), Test and Evaluation (T&E), Live Fire Test and Evaluation (LFTE), and Biomechanics PTs, and working group on-site meetings in person when scheduled to be held at the locations identified in C.1.6.1.

#### C.1.5.3. Management Review Meeting

One representative from the contractor shall attend and participate in critical WIAMan Management Review Meetings with the Government as scheduled, to be held at the locations identified in C.1.6.1 in addition to scheduled phone conferences. The purpose of attendance at these meetings will be to review and provide feedback regarding cumulative performance of efforts of the WIAMan program partners, present reviews of contract efforts and products, and provide recommendations to the Government based on all information available at or leading up to each meeting.

### **C.1.6. Travel**

#### C.1.6.1. Travel Locations

In accordance with the requirements found in C.1.3, Contractor shall travel to the following cadaver and ATD test locations:

University of Virginia, Charlottesville, Virginia, one (1) trip  
Duke University, Durham, North Carolina, one (1) trip

In accordance with the requirements found in C.1.5.2, Contractor shall attend PT and working group meetings when scheduled. Meeting locations include:

Aberdeen, Maryland four (1) trips  
Johns Hopkins University Applied Physics Lab, Laurel, Maryland, two (1) trips  
TARDEC, Warren, Michigan two (1) trips  
Humanetics (ATD Manufacturer), Plymouth, Michigan, two (1) trips

In accordance with the requirements found in C.1.5.3, Contractor shall attend quarterly WIAMan Management Review Meetings. Meeting locations include:

Aberdeen, Maryland two (1) trips  
TARDEC, Warren, Michigan two (1) trips

C.1.6.2. Contractor travel costs shall be in accordance with Joint Travel Regulations.

### **C.2. OPTION YEAR ONE (1) REQUIREMENTS**

#### **C.2.1. Project Efforts**

The contractor shall provide technical expertise and project management services in the form of analysis, evaluation, and documentation for the WIAMan program by performing the following tasks:

C.2.1.1. Contractor shall provide requested documentation to include: technical and procedural updates to existing program documentation; new program and product team document preparation; preparation of presentations for

briefings; contract monthly reports; and test monitoring reports. Contractor will provide document version control and distribution in accordance with WIAMan standards and COR instructions.

C.2.1.2. Contractor shall provide technical expertise and project management services with respect to ATD design, biomechanical research, and testing including participation in product teams (PTs) and working groups. Product Teams include the ATD PT, the Live Fire Test and Evaluation (LFT&E) PT, the Instrumentation and Data Acquisition System (IDAS) PT, the Test and Evaluation (T&E) PT, and the Biomechanics (BIO) PT. Working groups include the body region research working groups, biofidelity response corridor (BRC) working group, instrumentation working group, the scaling working group, M&S working group, and the injury radiology working group.

Contractor shall participate in preparation of documents for publication as requested by the COR.

C.2.1.3. Deliverable:

Contractor shall provide to the Government a monthly report identifying significant tasks accomplished during the month in accordance with Contract Data Requirements List (CDRL) A001.

### **C.2.2. ATD Design Efforts**

Contractor shall provide technical expertise and project management services related to ATD design to WIAMan partners that include Government, Industry, and Academia by performing the following tasks:

C.2.2.1. ATD Critical Design Requirements

Contractor shall maintain and update the critical design requirements documents for the WIAMan ATD as requested by the Government. Documentation shall identify the ATD requirements with respect to anthropometry, range of motion, kinematics, operational environment, durability, repeatability, reproducibility, sensitivity, biofidelity, instrumentation, DAS, lessons learned from other ATD designs, and requirements verification methods. Contractor shall provide documentation that critical design requirements are properly linked to system and program level requirements.

Contractor shall conduct requirements analysis to ensure the ATD design and fabricated product satisfies the critical design requirements. This analysis shall include an evaluation of ATD features and capabilities, examination of part drawings, inspection of fabricated parts, and documentation of findings and deficiencies.

Contractor shall conduct trade space analyses of conflicts between requirements, design solutions, or manufacturing processes upon request and submit options and recommendations based on WIAMan program priorities.

Contractor shall assist the ATD and T&E PTs in updating the verification and validation (V&V) plan to evaluate the ATD design against the critical design requirements. Contractor shall update requirements verification procedures and test methodologies.

Contractor shall provide technical reviews and assist in updating the required ATD user documentation including WIAMan ATD user manual, assembly/disassembly procedures, certification procedures, and other user instructions.

C.2.2.1.1. Deliverable:

Contractor shall provide to the Government new or updated technical documents related to design requirements in accordance with CDRL A002 and A005. The Government expects that it will require from three to five documents related to ATD critical design requirements during the period of three month to nine months after the beginning of the first exercised option period.

C.2.2.2. Pre-Generation 1 ATD Design

Contractor shall provide technical expertise and project management services related to any remaining WIAMan Pre-Generation 1 design activities. Contractor shall participate in technical reviews of the Pre-Generation 1 fabricated parts, including parts integration and performance. Contractor shall identify and document any recommendations for design changes based on deficiencies discovered in manufacturing, requirements analysis, test

data, results of trade space decisions from the Government, and results of any Government approved M&S. Contractor shall document design changes including reasoning and effects on the program.

#### C.2.2.2.1. Deliverable:

Contractor shall provide to the Government technical documents related to Pre-Generation 1 ATD design in accordance with CDRL A002 and A005. The Government expects that it will require from five to ten documents related to Pre-Generation 1 ATD design during the period of one month to five months after the beginning of the first exercised option period.

#### C.2.2.3 Pre-Generation 1 ATD Test Efforts

Contractor shall provide technical expertise and project management services related to completing Pre-Generation 1 ATD test and evaluation at WIAMan partners that include Government, Industry, and Academia.

Contractor shall assist in the analysis of materials test data in combination with ATD test data, facilitate the translation of small scale data to the full scale system, and provide recommendations to the ATD team regarding optimal material selection, considering all program requirements.

Contractor shall evaluate the applicability and effectiveness of certification and verification test procedures, including recommendations for the reuse or new design of test fixtures. Contractor shall assist in conducting certification, repeatability, reproducibility, durability, sensitivity, reliability, and biofidelity tests on fabricated ATDs and ATD components at WIAMan partner facilities identified below in C.2.6.1 in accordance with the verification and validation plan. Contractor shall evaluate the ATD system including sensors and DAS and identify any deficiencies in the system ability to provide required output data during testing. Contractor shall conduct data analysis of the ATD performance in such tests; including biofidelity scoring, recommending rating scheme weight factors, comparison to previous ATDs, documentation of test and ATD deficiencies and recommended corrective actions.

Contractor shall provide test data analysis to modeling and simulation team when requested; including technical recommendations to ensure models are representative of physical tests. Contractor shall provide evaluations of modeling and simulation results, comparisons of the simulation data to physical tests, and recommendations for appropriate design changes as required.

#### C.2.2.3.1. Deliverable:

Contractor shall provide to the Government technical documents related to Pre-Generation 1 ATD fabrication and test efforts in accordance with CDRL A002 and A005. The Government expects that it will require from three to seven documents related to Pre-Generation 1 ATD fabrication and test efforts during the period of one month to twelve months after the beginning of the first exercised option period.

#### C.2.2.4 Generation 1 ATD Design

Contractor shall provide technical expertise and project management services related to the WIAMan Generation 1 ATD design. Contractor shall participate in technical reviews and provide recommendations for design changes from the Pre-Generation 1 design to the Generation 1 design. Recommendations shall be based on updates to requirements, Pre-Generation 1 performance and deficiencies, ongoing requirements analysis, results of trade space decisions from the Government, results of any applicable test data or M&S, and manufacturing readiness reports from the ATD design/manufacturing contractor.

Contractor shall document design changes including reasoning and effects on the program, participate in planning verification and validation of the design, evaluate and analyze design simulation data, and evaluate fabrication plans, participate in the development of certification test procedures. Contractor shall provide documentation of all of these tasks.

#### C.2.2.4.1. Deliverable:

Contractor shall provide to the Government technical documents related to the WIAMan Generation 1 ATD design in accordance with CDRL A002 and A005. The Government expects that it will require from five to ten documents

related to the Generation 1 ATD design efforts during the period of one month to five months after the beginning of the first exercised option period.

#### C.2.2.5 Generation 1 ATD Fabrication and Test Efforts

This contract does not include any fabrication by the Contractor; however, the Contractor shall provide technical expertise and project management services related to ensuring successful ATD Generation 1 fabrication and testing by other WIAMan partners that include Government, Industry, and Academia.

Contractor shall participate in manufacturing reviews and provide technical recommendations regarding process, complexity, part quality, quantity, schedule, assembly and delivery. Contractor shall evaluate fabricated parts fit and finish and accuracy against the detailed part drawings. Contractor shall evaluate the integration of subsystems and parts from various manufacturers.

Contractor shall provide technical assistance to materials selection team to guide the selection of appropriate materials for ATD fabrication. Contractor shall assist in the development of small and full scale test methodologies, participate in conducting material evaluations, and provide recommendations to the ATD team regarding optimal material selection considering all requirements.

Contractor shall provide technical reviews and assist in the development of user documentation including WIAMan ATD user manual, assembly/disassembly procedures, certification procedures, and other user instructions.

Contractor shall update and evaluate the applicability and effectiveness of certification and verification test procedures, including recommendations for the reuse or new design of test fixtures. Contractor shall assist in conducting certification, repeatability, reproducibility, durability, sensitivity, reliability, and biofidelity tests on fabricated ATDs and ATD components at WIAMan partner facilities identified below in C.2.6.1, in accordance with the verification and validation plan. Contractor shall evaluate the ATD system including sensors and DAS and identify any deficiencies in the system ability to provide required output data during testing. Contractor shall conduct data analysis of the ATD performance in such tests; including biofidelity scoring, recommending rating scheme weight factors, comparison to previous ATDs, documentation of test and ATD deficiencies and recommended corrective actions.

Contractor shall provide test data analysis to the modeling and simulation team when requested; including technical recommendations to ensure models are representative of physical tests. Contractor shall provide evaluations of modeling and simulation results, comparisons of the simulation data to physical tests, and recommendations for appropriate design changes as required.

##### C.2.2.5.1. Deliverable:

Contractor shall provide to the Government technical documents related to Generation 1 ATD fabrication and test efforts in accordance with CDRL A002 and A005. The Government expects that it will require from ten to twenty documents related to Generation 1 ATD fabrication and test efforts during the period of one month to twelve months after the beginning of the first exercised option period.

### **C.2.3. Cadaver and ATD Test Efforts**

The contractor shall provide technical expertise and project management services related to cadaver testing by performing the following tasks:

#### C.2.3.1. Standardization and Harmonization of Tests:

Contractor shall participate in program biomechanical strategy and documentation reviews, Research Plan Reviews (RPR), and Test Readiness Reviews (TRR) for ongoing biofidelity and injury research. Contractor shall identify opportunities to standardize test procedures to include test set-up, required instrumentation, data collection and analysis procedures, video setup, and photography, comparison to previous procedures and document recommendations for standardization. Contractor shall evaluate technical strategies related to biomechanical test harmonization among multiple researchers and provide recommendations based on industry best practices.

Contractor shall attend critical biomechanics research tests, as requested, to evaluate test procedures and

standardization to be held at the locations identified below in C.2.6.1. Contractor shall document lessons learned for the WIAMan program from cadaver test attendance, harmonization, and standardization efforts.

C.2.3.1.1. Deliverable:

Contractor shall provide to the Government technical documents related to standardization of test procedures in accordance with CDRL A002. The Government expects that it will require from three to five documents related to standardizing test procedures during the period of one month to twelve months after the beginning of the first exercised option period.

C.2.3.2. Cadaver Test Data Analysis

Contractor shall participate in the development of Biofidelity Response Corridors from cadaver test data through the BRC and Scaling working groups. Contractor shall analyze, combine, and compare test data from the various biomechanics researchers when requested, including data normalization and data integration where appropriate. Data will be provided to the Contractor by the Government at intervals of test completion between one month and twelve months after the beginning of the first exercised option period in accordance with the WIAMan program Biomechanical Data Management Plan.

C.2.3.2.1. Deliverable:

Contractor shall provide to the Government technical documents related to test data analysis in accordance with CDRL A002. The Government expects that it will require from eight to twelve documents related to test data analysis during the period of four months to twelve months after the beginning of the first exercised option period.

C.2.3.3. ATD Data Analysis

Contractor shall participate in Pre-Generation 1 and Generation 1 ATD and component tests at facilities listed in C.2.6.1 as requested, summarize ATD test results, analyze ATD data, update and maintain the Biofidelity Ranking Scheme, facilitate preparation of injury risk assessment criteria, and provide documents and reports to detail the performance of the ATD design. Contractor will make recommendations for ATD design changes based on deficiencies found in the analyzed data. Contractor shall document design performance results and ATD design changes based on this data analysis.

C.2.3.3.1. Deliverable:

Contractor shall provide to the Government technical documents related to ATD data analysis in accordance with CDRL A002. The Government expects that it will require from eight to twelve documents related to ATD data analysis during the period of four months to twelve months after the beginning of the first exercised option period.

**C.2.4. ATD Instrumentation**

The contractor shall provide technical expertise and project management services to the WIAMan Instrumentation & Data Acquisition System (IDAS) Product Team (PT) by performing the following tasks:

C.2.4.1. IDAS Requirements and specifications

Contractor shall participate with the IDAS team to review IDAS requirements and specifications, make recommendations for designs, participate in user evaluations and testing of sensors and DAS, and document deficiencies found in testing.

C.2.4.1.1. Deliverable:

Contractor shall provide to the Government technical documents related to IDAS requirements, specifications and design in accordance with CDRL A002 and A005. It is expected that the Government will require from one to three documents related to IDAS requirements, specifications and design during the period of one month to ten months after the beginning of the first exercised option period.

**C.2.5. Meetings**

C.2.5.1. Weekly Meetings

The contractor shall participate in weekly WIAMan ATD, IDAS, Systems Engineering and Integration (SEI), Test and Evaluation (T&E), Live Fire Test and Evaluation (LFTE), and Biomechanics PTs, and working group teleconference meetings when scheduled.

#### C.2.5.2. On-Site Meetings

The contractor shall participate in WIAMan ATD, IDAS, Systems Engineering and Integration (SEI), Test and Evaluation (T&E), Live Fire Test and Evaluation (LFTE), and Biomechanics PTs, and working group on-site meetings in person when scheduled to be held at the locations identified in C.2.6.1.

#### C.2.5.3. Management Review Meeting

The contractor shall attend and participate in four quarterly WIAMan Management Review Meetings with the Government held at the locations stated in C.2.6.1. The purpose of attendance at these meetings will be to review and provide feedback regarding cumulative performance of efforts of the WIAMan program partners, present reviews of contract efforts and products, and provide recommendations to the Government based on all information available at or leading up to each meeting.

#### C.2.5.4. Monthly Briefing

Contractor shall conduct a monthly briefing with Government COR.

##### C.2.5.4.1. Deliverable:

Contractor shall provide COR a discussion agenda and a presentation of accomplished WIAMan activities, efforts, and documents produced in the preceding month's work in accordance with CDRL A003 and A004.

### **C.2.6. Travel**

#### C.2.6.1. Travel Locations

In accordance with the requirements found in C.2.3, Contractor shall travel to the following cadaver and ATD test locations:

- University of Virginia, Charlottesville, Virginia, one (1) trip
- Medical College of Wisconsin, Milwaukee, Wisconsin, one (1) trip
- Duke University, Durham, North Carolina, one (1) trip
- Wayne State University, Detroit, Michigan, one (1) trip
- Johns Hopkins University Applied Physics Lab, Laurel, Maryland, two (2) trips
- Aberdeen Proving Grounds, Aberdeen Maryland, two (2) trips
- TARDEC, Warren, Michigan, two (2) trips

In accordance with the requirements found in C.2.5.2, Contractor shall attend PT and working group meetings when scheduled. Meeting locations include:

- Aberdeen, Maryland four (4) trips
- Johns Hopkins University Applied Physics Lab, Laurel, Maryland, two (2) trips
- TARDEC, Warren, Michigan two (2) trips
- Humanetics (ATD Manufacturer), Plymouth, Michigan, two (2) trips

In accordance with the requirements found in C.2.5.3, Contractor shall attend quarterly WIAMan Management Review Meetings. Meeting locations include:

- Aberdeen, Maryland two (2) trips
- TARDEC, Warren, Michigan two (2) trips

C.2.6.2. Contractor travel costs shall be in accordance with Joint Travel Regulations.

### **C.3. OPTION YEAR TWO (2) REQUIREMENTS**

**C.3.1. Project Efforts**

The contractor shall provide technical expertise and project management services in the form of analysis, evaluation, and documentation for the WIAMan program by performing the following tasks:

C.3.1.1. Contractor shall provide requested documentation to include: technical and procedural updates to existing program documentation; new program and product team document preparation; preparation of presentations for briefings; contract monthly reports; and test monitoring reports. Contractor will provide document version control and distribution in accordance with WIAMan standards and COR instructions.

C.3.1.2. Contractor shall provide technical expertise and project management services with respect to ATD design, biomechanical research, and testing including participation in product teams (PTs) and working groups. Product Teams include the ATD PT, the Live Fire Test and Evaluation (LFT&E) PT, the Instrumentation and Data Acquisition System (IDAS) PT, the Test and Evaluation (T&E) PT, and the Biomechanics (BIO) PT. Working groups include the body region research working groups, biofidelity response corridor (BRC) working group, instrumentation working group, the scaling working group, M&S working group, and the injury radiology working group.

Contractor shall participate in preparation of documents for publication as requested by the COR.

C.3.1.3. Deliverable:

Contractor shall provide to the Government a monthly report identifying significant tasks accomplished during the month in accordance with Contract Data Requirements List (CDRL) A001.

**C.3.2. ATD Design Efforts**

Contractor shall provide technical expertise and project management services related to ATD design to WIAMan partners that include Government, Industry, and Academia by performing the following tasks:

C.3.2.1. ATD Critical Design Requirements

Contractor shall maintain and update the critical design requirements documents for the WIAMan ATD as requested by the Government. Documentation shall identify the ATD requirements with respect to anthropometry, range of motion, kinematics, operational environment, durability, repeatability, reproducibility, sensitivity, biofidelity, instrumentation, DAS, lessons learned from other ATD designs, and requirements verification methods. Contractor shall provide documentation that critical design requirements are properly linked to system and program level requirements.

Contractor shall conduct requirements analysis to ensure the ATD design and fabricated product satisfies the critical design requirements. This analysis shall include an evaluation of ATD features and capabilities, examination of part drawings, inspection of fabricated parts, and documentation of findings and deficiencies.

Contractor shall conduct trade space analyses of conflicts between requirements, design solutions, or manufacturing processes upon request and submit options and recommendations based on WIAMan program priorities.

Contractor shall assist the ATD and T&E PTs in updating the verification and validation (V&V) plan to evaluate the ATD design against the critical design requirements. Contractor shall update requirements verification procedures and test methodologies.

Contractor shall provide technical reviews and assist in updating the required ATD user documentation including WIAMan ATD user manual, assembly/disassembly procedures, certification procedures, and other user instructions.

C.3.2.1.1. Deliverable:

Contractor shall provide to the Government new or updated technical documents related to design requirements in accordance with CDRL A002 and A005. The Government expects that it will require from three to five documents during the period of three months to nine months after the beginning of the second exercised option period.

#### C.3.2.2. Generation 1 ATD Design

Contractor shall provide technical expertise and project management services related to any remaining WIAMan Generation 1 design activities. Contractor shall participate in technical reviews of the Generation 1 fabricated parts, including parts integration, performance, and comparison to previous generation parts. Contractor shall identify and document any recommendations for design changes based on deficiencies discovered in manufacturing, requirements analysis, test data, results of trade space decisions from the Government, and results of any Government approved M&S. Contractor shall document design changes including reasoning and effects on the program.

##### C.3.2.2.1. Deliverable:

Contractor shall provide to the Government technical documents related to Generation 1 ATD design in accordance with CDRL A002 and A005. The Government expects that it will require from five to ten documents related to the Generation 1 ATD design during the period of one month to five months after the beginning of the second exercised option period.

#### C.3.2.3 Generation 1 ATD Test Efforts

Contractor shall provide technical expertise and project management services related to completing Generation 1 ATD test and evaluation by WIAMan partners that include Government, Industry, and Academia.

Contractor shall assist in the analysis of materials test data in combination with ATD test data, facilitate the translation of small scale data to the full scale system, and provide recommendations to the ATD team regarding optimal material selection, considering all program requirements.

Contractor shall evaluate the applicability and effectiveness of certification and verification test procedures, including recommendations for the reuse or new design of test fixtures. Contractor shall assist in conducting certification, repeatability, reproducibility, durability, sensitivity, reliability, and biofidelity tests on fabricated ATDs and ATD components at WIAMan partner facilities stated in C.1.6.1, in accordance with the verification and validation plan. Contractor shall evaluate the ATD system including sensors and DAS and identify any deficiencies in the system ability to provide required output data during testing. Contractor shall conduct data analysis of the ATD performance in such tests; including biofidelity scoring, recommending rating scheme weight factors, comparison to previous ATDs, documentation of test and ATD deficiencies and recommended corrective actions.

Contractor shall provide test data analysis to modeling and simulation team when requested; including technical recommendations to ensure models are representative of physical tests. Contractor shall provide evaluations of modeling and simulation results, comparisons of the simulation data to physical tests, and recommendations for appropriate design changes as required.

##### C.3.2.3.1. Deliverable:

Contractor shall provide to the Government technical documents related to Generation 1 ATD fabrication and test efforts in accordance with CDRL A002 and A005. The Government expects that it will require from three to seven documents related to Generation 1 ATD fabrication and test efforts during the period of one month to twelve months after the beginning of the second exercised option period.

#### C.3.2.4 Generation 2 ATD Design

Contractor shall provide technical expertise and project management services related to the WIAMan Generation 2 design. Contractor shall participate in technical reviews and provide recommendations for design changes from the Generation 1 design to the Generation 2 design. Recommendations shall be based on updates to requirements, Generation 1 performance and deficiencies, ongoing requirements analysis, results of trade space decisions from the Government, results of any applicable test data or M&S, and manufacturing readiness reports from the ATD design/manufacturing contractor.

Contractor shall document design changes including reasoning and effects on the program, participate in planning verification and validation of the design, evaluate and analyze design simulation data, and evaluate fabrication

plans, participate in the development of certification test procedures. Contractor shall provide documentation of all of these tasks.

C.3.2.4.1. Deliverable:

Contractor shall provide to the Government technical documents related to Generation 2 ATD design in accordance with CDRL A002 and A005. The Government expects that it will require from five to ten documents related to the Generation 2 ATD design efforts during the period of one month to five months after award.

C.3.2.5 Generation 2 ATD Fabrication and Test Efforts

This contract does not include any fabrication by the Contractor; however, the Contractor shall provide technical expertise and project management services related to ensuring successful ATD Generation 2 fabrication and testing by other WIAMan partners that include Government, Industry, and Academia.

Contractor shall participate in manufacturing reviews and provide technical recommendations regarding process, complexity, part quality, quantity, schedule, assembly and delivery. Contractor shall evaluate fabricated parts fit and finish and accuracy against the detailed part drawings. Contractor shall evaluate the integration of subsystems and parts from various manufacturers.

Contractor shall provide technical assistance to materials selection team to guide the selection of appropriate materials for ATD fabrication. Contractor shall assist in the development of small and full scale test methodologies, participate in conducting material evaluations, and provide recommendations to the ATD team regarding optimal material selection considering all requirements.

Contractor shall provide technical reviews and assist in the development of user documentation including WIAMan ATD user manual, assembly/disassembly procedures, certification procedures, and other user instructions.

Contractor shall update and evaluate the applicability and effectiveness of certification and verification test procedures, including recommendations for the reuse or new design of test fixtures. Contractor shall assist in conducting certification, repeatability, reproducibility, durability, sensitivity, reliability, and biofidelity tests on fabricated ATDs and ATD components at WIAMan partner facilities identified below in C.3.6.1, in accordance with the verification and validation plan. Contractor shall evaluate the ATD system including sensors and DAS and identify any deficiencies in the system ability to provide required output data during testing. Contractor shall conduct data analysis of the ATD performance in such tests; including biofidelity scoring, recommending rating scheme weight factors, comparison to previous ATDs, documentation of test and ATD deficiencies and recommended corrective actions.

Contractor shall provide test data analysis to modeling and simulation team when requested; including technical recommendations to ensure models are representative of physical tests. Contractor shall provide evaluations of modeling and simulation results, comparisons of the simulation data to physical tests, and recommendations for appropriate design changes as required.

C.3.2.5.1. Deliverable:

Contractor shall provide to the Government technical documents related to Generation 2 ATD fabrication and test efforts in accordance with CDRL A002 and A005. The Government expects that it will require from ten to twenty documents related to Generation 2 ATD fabrication and test efforts during the period of one month to twelve months after the beginning of the second exercised option period.

**C.3.3. Cadaver and ATD Test Efforts**

The contractor shall provide technical expertise and project management services related to cadaver testing by performing the following tasks:

C.3.3.1. Standardization and Harmonization of Tests:

Contractor shall participate in program biomechanical strategy and documentation reviews, Research Plan Reviews (RPR), and Test Readiness Reviews (TRR) for ongoing biofidelity and injury research. Contractor shall identify opportunities to standardize test procedures to include test set-up, required instrumentation, data collection and analysis procedures, video setup, and photography, comparison to previous procedures and document recommendations for standardization. Contractor shall evaluate technical strategies related to biomechanical test harmonization among multiple researchers and provide recommendations based on industry best practices. Contractor shall attend critical biomechanics research tests, as requested, to evaluate test procedures and standardization to be held at the locations identified below in C.3.6.1. Contractor shall document lessons learned for the WIAMan program from cadaver test attendance, harmonization, and standardization efforts.

#### C.3.3.1.1. Deliverable:

Contractor shall provide to the Government technical documents related to standardization of test procedures in accordance with CDRL A002. The Government expects that it will require from three to five documents during the period of one month to twelve months after the beginning of the second exercised option period.

#### C.3.3.2. Cadaver Test Data Analysis

Contractor shall participate in the development of Biofidelity Response Corridors from cadaver test data through the BRC and Scaling working groups. Contractor shall analyze, combine, and compare test data from the various biomechanics researchers when requested, including data normalization and data integration where appropriate. Data will be provided to the Contractor by the Government at intervals of test completion between one month and twelve months after the beginning of the second exercised option period in accordance with the WIAMan program Biomechanical Data Management Plan.

#### C.3.3.2.1. Deliverable:

Contractor shall provide to the Government technical documents related to test data analysis in accordance with CDRL A002. The Government expects that it will require from eight to twelve documents related to cadaver test data analysis during the period of four months to twelve months after the beginning of the second exercised option period.

#### C.3.3.3. ATD Data Analysis

Contractor shall participate in Generation 1 and Generation 2 ATD and component tests at the facilities identified below in C.3.6.1 as requested, summarize ATD test results, analyze ATD data, update and maintain the Biofidelity Ranking Scheme, facilitate preparation of injury risk assessment criteria, and provide documents and reports to detail the performance of the ATD design. Contractor will make recommendations for ATD design changes based on deficiencies found in the analyzed data. Contractor shall document design performance results and ATD design changes based on this data analysis.

#### C.3.3.3.1. Deliverable:

Contractor shall provide to the Government technical documents related to ATD data analysis in accordance with CDRL A002. The Government expects that it will require from eight to twelve documents related to ATD data analysis during the period of four months to twelve months after the beginning of the second exercised option period.

### **C.3.4. ATD Instrumentation**

The contractor shall provide technical expertise and project management services to the WIAMan Instrumentation & Data Acquisition System (IDAS) Product Team (PT) by performing the following tasks:

#### C.3.4.1. IDAS Requirements and specifications

Contractor shall participate with the IDAS team to review IDAS requirements and specifications, make recommendations for designs, participate in user evaluations and testing of sensors and DAS, and document deficiencies found in testing.

**C.3.4.1.1. Deliverable:**

Contractor shall provide to the Government technical documents related to IDAS requirements, specifications and design in accordance with CDRL A002 and A005. It is expected that the Government will require from one to three documents related to IDAS requirements, specifications and design during the period of one month to ten months after the beginning of the second exercised option period.

**C.3.5. Meetings****C.3.5.1. Weekly Meetings**

The contractor shall participate in weekly WIAMan ATD, IDAS, Systems Engineering and Integration (SEI), Test and Evaluation (T&E), Live Fire Test and Evaluation (LFTE), and Biomechanics PTs, and working group teleconference meetings when scheduled.

**C.3.5.2. On-Site Meetings**

The contractor shall participate in WIAMan ATD, IDAS, Systems Engineering and Integration (SEI), Test and Evaluation (T&E), Live Fire Test and Evaluation (LFTE), and Biomechanics PTs, and working group on-site meetings in person when scheduled to be held at the locations identified below in C.3.6.1.

**C.3.5.3. Management Review Meeting**

The contractor shall attend and participate in four quarterly WIAMan Management Review Meetings with the Government held at the locations identified below in C.3.6.1. The purpose of attendance at these meetings will be to review and provide feedback regarding cumulative performance of efforts of the WIAMan program partners, present reviews of contract efforts and products, and provide recommendations to the Government based on all information available at or leading up to each meeting.

**C.3.5.4. Monthly Briefing**

Contractor shall conduct a monthly briefing with Government COR.

**C.3.5.4.1. Deliverable:**

Contractor shall provide COR a discussion agenda and a presentation of accomplished WIAMan activities, efforts, and documents produced in the preceding month's work in accordance with CDRL A003 and A004.

**C.3.6. Travel****C.3.6.1. Travel Locations**

In accordance with the requirements found in C.3.3, Contractor shall travel to the following cadaver and ATD test locations:

- University of Virginia, Charlottesville, Virginia, one (1) trip
- Medical College of Wisconsin, Milwaukee, Wisconsin, one (1) trip
- Duke University, Durham, North Carolina, one (1) trip
- Wayne State University, Detroit, Michigan, one (1) trip
- Johns Hopkins University Applied Physics Lab, Laurel, Maryland, two (2) trips
- Aberdeen Proving Grounds, Aberdeen Maryland, two (2) trips
- TARDEC, Warren, Michigan, two (2) trips

In accordance with the requirements found in C.3.5.2, Contractor shall attend PT and working group meetings when scheduled. Meeting locations include:

- Aberdeen, Maryland four (4) trips
- Johns Hopkins University Applied Physics Lab, Laurel, Maryland, two (2) trips
- TARDEC, Warren, Michigan two (2) trips
- Humanetics (ATD Manufacturer), Plymouth, Michigan, two (2) trips

In accordance with the requirements found in C.3.5.3, Contractor shall attend quarterly WIAMan Management Review Meetings. Meeting locations include:

Aberdeen, Maryland two (2) trips  
TARDEC, Warren, Michigan two (2) trips

C.3.6.2. Contractor travel costs shall be in accordance with Joint Travel Regulations.

#### **C.4 PERIOD OF PERFORMANCE**

C.4.1. The period of performance shall be for one base year of twelve months from contract award followed by up to two consecutive one-year option periods that may be exercised by the Government in its sole discretion..

#### **C.5. CONTRACTOR MANPOWER REPORTING**

C.5.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the WIAMan Engineering Support via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on “Department of the Army CMRA” or the icon of the DoD organization that is receiving or benefitting from the contracted services. 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 2014. Contractors may direct questions to the help desk by clicking on “Send an email” which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component’s CMR website.

#### **C.6. PLACE OF PERFORMANCE**

C.6.1. The work to be performed under this contract will be performed at various government facilities, contractor facilities, and academic facilities as noted in the PWS.

#### **C.7. QUALITY ASSURANCE**

C.7.1. The government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

#### **C.8. SECURITY REQUIREMENTS**

C.8.1. All contractor employees with access to a government information system must 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 then annually thereafter.

C.8.2. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working in Information Assurance (IA) or Information Technology (IT) functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

C.8.3. Per DoD 8570.01-M, DFARS 252.239-7001 and AR 25-2, the contractor employees supporting IA and IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

C.8.4. Contractor will acquire and need to return all issued U.S. Government Common Access Cards, installation badges, and/or access passes in accordance with FAR 52.204-9.

C.8.5. Contractor shall comply with FAR 52.204-2, Security Requirements.

C.8.6. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, *Operations Security*. This SOP/Plan will specify the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.

### **C.9. PHYSICAL SECURITY**

C.9.1. The contractor shall be responsible for safeguarding all Government equipment, information, and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

### **C.10. CONTRACTING OFFICER**

C.10.1 The Contracting Officer is the administrating representative of the contract. The Contracting Officer is the sole individual with authority to obligate the Government, direct the contractor, and change contract terms and conditions.

### **C.11. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

C.11.1. The Contracting Officer shall appoint a qualified COR. The COR is designated as the technical representative of the Contracting Officer for the purpose of technical surveillance of work being performed under contract. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

### **C.12. INVOICING**

C.12.1 Contractor is permitted to submit invoices for payment not more than once every two weeks as provided in FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (August 2012), which shall apply to this contract.

## **CLAUSES INCORPORATED BY FULL TEXT**

52.204-4021 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS (JUN 2012)

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)

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

- a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), per AR 530-1, Operations Security. This SOP/Plan specifies the government's 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)

52.204-4023 OPSEC TRAINING REQUIREMENT (JUN 2012)

Per AR 530-1, *Operations Security*, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

52.237-4000 (TACOM)

CONTRACTOR MANPOWER REPORTING (CMR)

(FEB 2013)

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

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

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

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

[End of Clause]

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-6 Inspection--Time-And-Material And Labor-Hour MAY 2001

## CLAUSES INCORPORATED BY FULL TEXT

52.246-4009 (TACOM) INSPECTION AND ACCEPTANCE POINTS: DESTINATION (FEB 1995)

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

Inspection: DESTINATION

Acceptance: DESTINATION.

[End of Clause]

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 19-DEC-2014 TO 18-DEC-2015	N/A	TARDEC HOLLIE PIETSCH HOLLIE PIETSCH RDTA-RS/MS 263 HOLLIE.A.PIETSCH.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-4152 FOB: Destination	W91ATL
0001AB	POP 19-DEC-2014 TO 18-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0004AA	POP 19-DEC-2014 TO 18-DEC-2015	N/A	TARDEC HOLLIE PIETSCH HOLLIE PIETSCH RDTA-RS/MS 263 HOLLIE.A.PIETSCH.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-4152 FOB: Destination	W91ATL
1001	POP 19-DEC-2015 TO 18-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	POP 19-DEC-2015 TO 18-DEC-2016	N/A	TARDEC HOLLIE PIETSCH HOLLIE PIETSCH RDTA-RS/MS 263 HOLLIE.A.PIETSCH.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-4152 FOB: Destination	W91ATL

2001	POP 19-DEC-2016 TO 18-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	POP 19-DEC-2016 TO 18-DEC-2017	N/A	TARDEC HOLLIE PIETSCH HOLLIE PIETSCH RDTA-RS/MS 263 HOLLIE.A.PIETSCH.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-4152 FOB: Destination	W91ATL

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
252.211-7007	Reporting of Government-Furnished Property	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

FS7003

52.247-4017 (TACOM)

DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES

(JANUARY 2001)

Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin	Transportation Officer XU Def Dist Depot San Joaquin	Transportation Officer Dist Depot San Joaquin P O Box 96001

		25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Sandard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 0212015201620400000663633251      R.0014150.2.1      6100.9000021001  
 COST CODE: A60FL  
 AMOUNT: \$189,949.00  
 CIN GFEBS001062645200001: \$175,924.00  
 CIN GFEBS001062645200002: \$14,025.00

AB: 0212014201520400000662622251      R.0010051.4.1      6100.9000021001  
 COST CODE: A60FL  
 AMOUNT: \$100,000.00  
 CIN GFEBS001057067000001: \$100,000.00

## CLAUSES INCORPORATED BY FULL TEXT

52.232-4007

WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (AUG 2012)

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. **It is imperative that contractors select the proper type of invoice.** Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

         **Invoice and Receiving Report Combo (Supplies)**

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

  X   **Invoice 2-in-1 (Services)**

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

- Your firm's CAGE Code: 03MC5
- Issue and Admin DoDAAC Code: W56HZV
- Ship-To DoDAAC Code: W91ATL
- Accept-By DoDAAC Code: W91ATL
- Payment DoDAAC Code: HQ0490

3. Include the **Purchase Request Number** as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. **NOTE:** The purchase request number may be different for each CLIN.

4. Indicate the proper **Unit of Measure** as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.
5. Indicate the following **Acceptor, Alternate Acceptor, and Contract Specialist** when the WAWF system prompts for “additional e-mail submission” after clicking “Signature”.
  - Primary Acceptor Name: Hollie Pietsch
  - Primary Acceptor e-mail: [hollie.a.pietsch.civ@mail.mil](mailto:hollie.a.pietsch.civ@mail.mil)
  - Alternate Acceptor Name: Risa Scherer
  - Alternate Acceptor e-mail: [risa.d.scherer.civ@mail.mil](mailto:risa.d.scherer.civ@mail.mil)
  - Contract Specialist Name: Joe Simon
  - Contract Specialist e-mail: [joseph.r.simon13.civ@mail.mil](mailto:joseph.r.simon13.civ@mail.mil)

To track the status of an invoice, in WAWF click on the link, “Pay Status” (myInvoice-External link) found under the tab named “Lookup” or by going to <https://myinvoice.csd.disa.mil/index.html>. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-4005 (TACOM) REQUIRED USE OF ELECTRONIC COMMERCE (AUG 2012)

(a) All contract awards, modifications and delivery orders issued by TACOM 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 TACOM webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)

Rock Island - JMTC: <https://acquisition.army.mil/asfi/>

Red River Army Depot: <https://www.redriver.army.mil/>

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

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

[End of Clause]

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-11	Cost Contract--No Fee	APR 1984
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014

52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.237-11	Accepting and Dispensing of \$1 Coin	SEP 2008
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005

252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	SEP 2011
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	OCT 2013
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (AUG 2008)

- (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 include an affirmative response 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)

#### 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 the 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 Contractor's payment request to the Government;

(B) Materials issued from the Contractor's 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 forms of payment to subcontractors.

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

(i) The Contractor's 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 Contractor's 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 Contractor's 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 Contractor's 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 Contractor's 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 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 [http://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 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, the 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 liability.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

(End of clause)

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 of expiration; 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 3 years.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 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 541330.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.219-4070 (TACOM)

PILOT MENTOR-PROTEGE PROGRAM

(APR 2006)

1. The Pilot Mentor-Protégé Program does not apply to small business concerns.

2. Utilization of the Pilot Mentor-Protégé Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protégé agreement with eligible protégé firms. The goal of the program is to provide appropriate developmental assistance to enhance the

capabilities of the protégé firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

3. 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.

4. Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/) , <http://sellingtoarmy.info/> , DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protégé Program."

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

[End of Clause]

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

#### 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

#### 52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

- (i) Comprised only of costs that are clearly excluded from the hourly rate;
- (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
- (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price

before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) 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.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

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(es):

FAR <http://acquisition.gov/comp/far/index.html>

DFAR <http://farsite.hill.af.mil/vfdfar.htm>

(End of clause)

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.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CDRLS

Contract Data Requirements List (CDRL) items A001 through A005, both inclusive, are described in Exhibit A which is attached hereto and incorporated herein.

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Number of Pages</u>	<u>Transmitted by</u>
Exhibit A	DD Form 1423	6	Data

ATTACHMENT 001

**Applicable Hourly Rates**

<b>Base Year</b>	
<b><i>Labor Category</i></b>	<b><i>Loaded Hourly Rate</i></b>
Senior Principal Scientist	\$182
Senior Principal Engineer	\$184
Senior Staff Engineer	\$150
Staff Engineer	\$100
Technical Document Specialist	\$76

<b>Option Year 1</b>	
<b><i>Labor Category</i></b>	<b><i>Loaded Hourly Rate</i></b>
Senior Principal Scientist	\$188
Senior Principal Engineer	\$190
Senior Staff Engineer	\$154
Staff Engineer	\$104
Technical Document Specialist	\$78

<b>Option Year 2</b>
----------------------

<b><i>Labor Category</i></b>	<b><i>Loaded Hourly Rate</i></b>
Senior Principal Scientist	\$194
Senior Principal Engineer	\$196
Senior Staff Engineer	\$157
Staff Engineer	\$107
Technical Document Specialist	\$80