

Section B - Supplies or Services and Prices

B.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section B of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*SOLICIATION NOTE: The contract number for the successful offer will be entered into the delivery order at time of award.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AVCATT UH-72A Configuration Requirements Development FFP	1	Lot	\$ _____	\$ _____
	<p>The contractor shall perform Requirements Analysis and Documentation for the AVCATT UH-72A Upgrade pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009 during a period of performance not to exceed 2 months after receipt of delivery order.</p> <p>FOB: Destination PURCHASE REQUEST NUMBER: TBD</p>				
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	AVCATT UH-72A First Article Development and Test CPFF	1	Lot	\$ _____	\$ _____
	<p>The contractor shall design, integrate, deliver, install and test the AVCATT UH-72A Upgrade in one AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009, to include delivery of spare parts and all four System Engineering Environments (SEE's), during a period of performance not to exceed 10 months after completion of CLIN 0001.</p> <p>Estimated Cost: \$ _____ Fixed-Fee: \$ _____ Total Estimated Amount: \$ _____</p> <p>FOB: Destination PURCHASE REQUEST NUMBER: TBD</p>				
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	AVCATT UH-72A Travel Cost No Fee	1	Lot	\$ _____	\$ _____

Contractor proposed travel associated with the AVCATT UH-72A First Article Development and Test requirement at CLIN 0002. Period of performance not to exceed 10 months after completion of CLIN 0001.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	AVCATT UH-72A Retrofit FFP	1	Lot	\$ _____	\$ _____

The contractor shall deliver an AVCATT UH-72A upgrade with spare parts and retrofit an AVCATT suite pursuant with the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009.

FOB: Destination
PURCHASE REQUEST NUMBER: TBD

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	UH-72A Visual Upgrade CPFF	1	Lot	TBD	\$ 9,352,627.00 NTE

The contractor shall design, develop, integrate, and test visual and SAF upgrades pursuant with paragraph 3.1.1 in the AVCATT UH-72A Upgrade Statement of Work PEO-STRI-13-W009, during a period of performance not to exceed 12 months after exercise of the option, with completion no later than five years after receipt of delivery order.

Estimated Cost: \$ TBD
 Fixed-Fee: \$ TBD
 Total Estimated Amount: \$ TBD

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

TOTAL ESTIMATED AMOUNT CEILING \$9,352,627.00 NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	AVCATT UH-72A Technical Data FFP	1	Lot	NSP	NSP

Data deliverables pursuant with the Exhibits (DD Form 1423s) at Section J.

FOB: Destination
 PURCHASE REQUEST NUMBER: TBD

NET AMT \$ NSP

Section C - Descriptions and Specifications

C.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section C of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*REQUEST FOR PROPOSAL NOTE: the contract number for the successful offer will be entered into the delivery order at time of award.

C.2 The contractor shall furnish the necessary supplies, services, facilities, and materials required to perform the work described in the various requirements documents listed as exhibits and attachments in Section J. This includes, but is not limited to the AVCATT UH-72A Upgrade Statement of Work (SOW); AVCATT UH72A Systems Requirement Document (SRD); AVCATT System / Subsystem Specification (SSS); AVCATT System/Subsystem Design Document (SSDD); AVCATT UH-72A Upgrade Fidelity Analysis; Contract Data Requirements Lists (CDRLs), as well as contractor developed AVCATT UH-72A Upgrade specifications accepted by the Government during performance under the delivery order.

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Section D - Packaging and Marking

D.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section D of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*REQUEST FOR PROPOSAL NOTE: The contract number for the successful offer will be entered into the delivery order at time of award.

D.2 PACKAGING AND MARKING OF REPORTS (PEO-STRI 5152.247-4004) (SEP 2006)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity

D.3 PROHIBITED PACKING MATERIALS (PEO-STRI 5152.247-5005) (SEP 2006)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D.4 PRESERVATION, PACKAGING, PACKING AND MARKING (PEO-STRI 5152.247-5006) (SEP 2006)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

All items shall be packaged in their transportable configuration as specified in the associated SOW and in accordance with Freight Classification or other such carrier regulations as may be applicable to the mode of transportation to ensure arrival at the destination in an undamaged condition. All deliveries will be marked and/or consigned in accordance with the "Ship To" information provided in Section F.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging,

drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

D.5 PLACE OF DELIVERY AND INSTALLATION (PEO-STRI 5152.247-5008) (SEP 2006)

The articles to be furnished hereunder shall be delivered, FOB Destination, within the consignee's premises, and installed by the contractor at the "SHIP TO" locations specified in Section F without additional expense to the Government. The individual assigned for coordination is the appointed Contracting Officer's Representative (COR).

D.6 TECHNICAL DATA PACKING INSTRUCTIONS (PEO-STRI 5152.247-5009) (SEP 2006)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

E.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section E of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*REQUEST FOR PROPOSAL NOTE: the contract number for the successful offer will be entered into the delivery order at time of award.

E.2 INSPECTION/ACCEPTANCE OF AVCATT UH-72A UPGRADES

Each stage of inspection and acceptance for AVCATT UH-72A Upgrade hardware and software shall be accomplished in accordance with the Statement of Work as well as the additional requirements specified below:

a. Entrance Criteria: System/functionality shall be fully integrated into the AVCATT system in accordance with the Government approved interfaces. Installation shall be verified by an installation inspection and scenario dry-run to verify that the new system/functionality is completely and properly installed and ready for test. A Test Readiness Review (TRR) shall be conducted to determine if the system is ready for test. There shall be zero open Priority One or Priority Two Discrepancy Reports (DRs), and Priority Three DRs which have been approved by the Government to start formal testing (excluding any open or latent DRs found in the Government Furnished Information (GFI) baseline software or Government Furnished Equipment (GFE). The Government reserves the right to proceed with testing with open Priority One or Priority Two DRs.

b. Exit Criteria: Successful completion of the Government approved test procedure(s) with no open DRs excluding any open or latent DRs found in the GFI baseline software or GFE. Any DRs that cannot be resolved must have Government approval.

E.3 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (PEO-STRI 5152.246-5003) (JAN 2008)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an electronic Wide Area WorkFlow Receiving Report.

E.4 CONSTRUCTIVE ACCEPTANCE PERIOD (PEO-STRI 5152.246-5005) (SEP 2006)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services.

E.5 INSPECTION AND ACCEPTANCE (PEO STRI 5152.246-5012) (APR 2012)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative, as stated at DFARS 252.232-7006, entitled WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012) .

(b) Acceptance of all Contract Line Item Numbers/Sub Line Item Numbers (CLIN/SLIN) shall be made by the accepting authority through Wide Area Work Flow (WAWF) Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

E.6 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
0002	Origin	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Origin	Government	Destination	Government
0005	Origin	Government	Destination	Government
0006	Origin	Government	Destination	Government
0007	Origin	Government	Destination	Government
0008	Origin	Government	Destination	Government
0009	Origin	Government	Destination	Government
0010	Origin	Government	Destination	Government
0011	Origin	Government	Destination	Government
0012	Origin	Government	Destination	Government
0013	Origin	Government	Destination	Government
0014	Origin	Government	Destination	Government
0015	Destination	Government	Destination	Government

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FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	Tailoring
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*To be completed at time of delivery order award.

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

F.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section F of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*REQUEST FOR PROPOSAL NOTE: the contract number for the successful offer will be entered into the delivery order at time of award.

F.2 The contractor shall complete delivery is in accordance with paragraph 3.3.2 in the AVCATT UH-72A Upgrade Statement of Work. As a result, delivery dates are subject to change upon mutual agreement of the parties, in order to ensure AVCATT retrofits performed under this delivery order minimize adversely impacting unit training.

F.3 All deliveries shall be FOB DESTINATION to the addresses below under "DELIVERY INFORMATION." The AVCATT UH-72A Upgrade modules for each SEE under CLIN 0002 shall be shipped to locations in Arlington, TX (2 Each) and Orlando, FL (2 Each) as follows.

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
29-SEP-2014	2	TBD Arlington, TX FOB: Destination	TBD
29-SEP-2014	1	TBD Orlando, FL FOB: Destination	TBD
29-SEP-2014	1	TBD Orlando, FL FOB: Destination	TBD

F.4 DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-NOV-2013	1	PEO STRI 12350 Research Parkway Orlando, FL 32826 FOB: Destination	W906ZL

0002 OPTION	29-SEP-2014	1	Training Support Center Bldg 12-650, Jackson Blvd Ft. Jackson, SC 29207-5460 Tele: (803) 751-4323/4619 pamela.d.keeney.civ@mail.mil DSN: 734-4619/4323 FOB: Destination	W37N01
0003 OPTION	29-SEP-2014	1	PEO STRI 12350 Research Parkway Orlando, FL 32826 FOB: Destination	W906ZL
0004 OPTION	27-OCT-2014	1	Training Support Center Bldg 11-07 Service Road Ft. Indiantown Gap Annville, PA 17003-5048 FOB: Destination	W90P89
0004 OPTION	10-NOV-2014	1	Training Support Center 744 North Carter Street, Bldg 82012 Ft. Huachuca, AZ 85613-6000 darel.eudy@us.army.mil Tele: (520) 533-5567; DSN: 821-5567 FOB: Destination	W1E8AA
0006 OPTION	24-NOV-2014	1	Training Support Center 6075 Screaming Eagle Blvd ATTN: Ira Freemon , Ft. Campbell, KY 42223-5108; Tele: (270) 798-5420; DSN 635 FOB: Destination	W34GL3
0007 OPTION	8-DEC-2014	1	Training Support Center ATTN: Allan Robichaux 2834 LOUISIANA AVE., BLDG 4416 FORT POLK, LOUISIANA 71459 Tele: (337) 531-0864 FOB: Destination	W42CXH

0008 OPTION	22-DEC-2014	1	Training Support Center Bldg 19036 ATTN: Mr. Leonard Cornutt leonard.l.cornutt.civ@mail.mil Ft. Hood, TX 76544 TELE: (254) 287-5669, DSN:737 FOB: Destination	W45CMJ
0009 OPTION	5-JAN-2015	1	Training Support Center 6710 Specker Ave, Bldg 2010 Ft. Carson, CO 80913-4236 Tele: (719) 526-0799 DSN 691 ATTN: Jeffrey Brown FOB: Destination	W80YML
0010 OPTION	19-Jan-2015	1	Training Support Center 12350 FLW 28, Bldg 12350 Attn: David Wiseman1@us.army.mil, Ft. Leonard Wood, MO 65473-8827 Tele: (573) 596-0234; DSN: 581 FOB: Destination	W90NME
0011 OPTION	2-FEB-2015	1	Chief DPTMS T S&S MILES and TADSS Manager P-1050 Lewis Ave Fort Drum NY 13602-5019 Com 315-772-4857; DSN 772 POC: Gary.L.Tanner@us.army.mil Comm: 315-772-7620 FOB: Destination	W80CXY
0012 OPTION	16-FEB-2015	1	Training Support Center Bldg 483 (Mr. James Lipscomb) Spearhead Ave Ft. Knox, KY 40121-5000 Telephone: (502) 624-3684 DSN: 464-3684 FOB: Destination	W22PLI
0013 OPTION	2-MAR-2015	1	Western Region Training Support Center ATTN: IMWE-LEW-PL-TA (Mr. Duncan Hurst) Bldg 1401 West 6th Street (Off Hanna Dr) Joint Base Lewis McChord, WA 98433-9500 Tele: (253) 966-1169 DSN: 347 FOB: Destination	W5652W

0014 3-MAR-14 to 2 MAR-15 1
 OPTION

PEO STRI
 12350 Research Parkway
 Orlando, FL 32826

W906ZL

FOB: Destination

0015 30 SEP 13 – 2 MAR 15 1

PEO STRI
 12350 Research Parkway
 Orlando, FL 32826

W906ZL

FOB: Destination

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FAR 52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY ALTERNATE I (APR 1984)

(a) The Government desires delivery to be made according to the following schedule:

ITEM No.	QUANTITY	DELIVERY DATE	DELIVERY DATE OR NUMBER OF DAYS AFTER RECEIPT OF DELIVERY ORDER MODIFICATION EXERCISING AN OPTION (E.G., OPTIONS THAT ARE NOT EXECUTED UPON AWARD OF DELIVERY ORDER)
0001	1 Lot	30 November 2013	Based upon 30 September 2013 award and 2 month period of performance.
0002	1 Lot	29 September 2014	29 September 2014 is based on exercise of the option for CLIN 0002 no later than 30 November 2013.
0003	1 Lot	29 September 2014	29 September 2014 is based on exercise of the option for CLIN 0002 no later than 30 November 2013.
0004	1 Lot	27 October 2014	27 October 2014 is based on exercise of option for CLIN 0004 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 180 days after receipt of the delivery order modification exercising the option for CLIN 0004.
0005	1 Lot	10 November 2014	10 November 2014 is based on exercise of option for CLIN 0005 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 194 days after receipt of the delivery order modification exercising the option for CLIN 0005.
0006	1 Lot	24 November 2014	24 November 2014 is based on exercise of option for CLIN 0006 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 208 days after receipt of the delivery order modification exercising the option for CLIN 0006.
0007	1 Lot	8 December 2014	8 December 2014 is based on exercise of option for CLIN 0007 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 222 days after receipt of the delivery order modification exercising the option for CLIN 0007.

0008	1 Lot	22 December 2014	22 December 2014 is based on exercise of option for CLIN 0008 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 236 days after receipt of the delivery order modification exercising the option for CLIN 0008.
0009	1 Lot	5 January 2015	5 January 2015 is based on exercise of option for CLIN 0009 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 250 days after receipt of the delivery order modification exercising the option for CLIN 0009.
0010	1 Lot	19 January 2015	19 January 2015 is based on exercise of option for CLIN 0010 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 264 days after receipt of the delivery order modification exercising the option for CLIN 0010.
0011	1 Lot	2 February 2015	2 February 2015 is based on exercise of option for CLIN 0011 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 278 days after receipt of the delivery order modification exercising the option for CLIN 0011.
0012	1 Lot	16 February 2015	16 February 2015 is based on exercise of option for CLIN 0012 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 292 days after receipt of the delivery order modification exercising the option for CLIN 0012.
0013	1 Lot	2 March 2015	2 March 2015 is based on exercise of option for CLIN 0013 no later than 31 March 2014. From 1 April 2014 to 31 December 2014 the delivery date shall be no more than 306 days after receipt of the delivery order modification exercising the option for CLIN 0013.
0014	1 Lot	3 March 2014 to 2 March 2015	Period of Performance not to exceed 12 months after exercise of the option, with CLIN 0014 completion no later than five years after award of the delivery order.
0015	1 Lot	30 September 2013 to 2 March 2015	Period of Performance for data deliverables shall be in accordance with DD Form 1423 delivery requirements and not to exceed five years after award of the delivery order.

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	DELIVERY DATE
0001	1 Lot	30 November 2013
0002	1 Lot	29 September 2014
0003	1 Lot	29 September 2014

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE			
ITEM No.	QUANTITY	DELIVERY DATE (OPTIONS EXECUTED UPON AWARD OF DELIVERY ORDER)	NUMBER OF DAYS AFTER RECEIPT OF DELIVERY ORDER MODIFICATION EXERCISING AN OPTION (OPTIONS THAT ARE NOT EXECUTED UPON AWARD OF DELIVERY ORDER)
0001	1 Lot		
0001	1 Lot		
0003	1 Lot		
0004	1 Lot		
0005	1 Lot		
0006	1 Lot		
0007	1 Lot		
0008	1 Lot		
0009	1 Lot		
0010	1 Lot		
0011	1 Lot		
0012	1 Lot		
0013	1 Lot		
0014	1 Lot		
0015	1 Lot		

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by 30 September 2013. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

(End of clause)

FAR 52.211-11 LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of Contract Line Item Number Value(s) x Number of Days Extended x Cost of Money + \$150.00 Administrative Cost, per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

(End of clause)

FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items, identified in the Schedule as an option item, in the quantity and at the prices stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor within the time limits specified at paragraph H.26 in Section H, entitled Award/Exercising an Option. Delivery of the line items for each option exercised shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

PERIOD OF PERFORMANCE (PEO STRI 5152.211-5006) (SEP 2006)

(a) The contract shall commence on 30 September 2013 and shall continue for a period not to exceed five years. However, the period of performance may be extended in accordance with the option provisions contained herein. Additionally, the period of performance and all associated delivery dates are subject to change in the event the award is made prior to or after 30 September 2013: schedules will be adjusted accordingly on a day-for-day basis.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

TECHNICAL DATA AND INFORMATION (PEO-STRI 5152.247-5003) (SEP 2006)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, Exhibit B and Exhibit C, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, which are listed in Block 6 of the DD Form 1423.

- | | |
|---|--|
| (1) PCO, Richard Boast, Code SFAE-STRI-KOV | richard.boast1@us.army.mil |
| (2) ACO, TBD | TBD@dcma.mil |
| (3) Contract Specialist, Bob Baird, Code SFAE-STRI-KOV | bob.baird@us.army.mil |
| (4) Contract Specialist, Lauren Bushika, Code SFAE-STRI-KOV | lauren.bushika@us.army.mil |
| (5) COR / PD, Cindi Slepow, Code SFAE-STRI-PMCATT-AC | cindi.slepow@us.army.mil |

- (6) Lead Engineer, Andres Hanchi , Code SFAE-STRI-PMCATT-AC andres.hanchi@us.army.mil
- (b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.
- (c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.
- (d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.
- (e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
- (f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.
- (g) DD Form 1423, Block 14 Mailing Addresses: As indicated on each DD 1423.

Section G - Contract Administration Data

G.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section G of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*REQUEST FOR PROPOSAL NOTE: the contract number for the successful offer will be entered into the delivery order at time of award.

CLAUSES INCORPORATED BY REFERENCE

52.216-7

Allowable Cost and Payment

JUN 2011

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION 2012-00014) (AUGUST 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

DFARS 252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

DFARS 252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(End of clause)

DFARS 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

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

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

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

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

Invoice and Receiving Report Combo

(2) Inspection/acceptance location: Not applicable.

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

Routing Data Table

 Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC HQ0338
 Issue By DoDAAC W900KK
 Admin DoDAAC TBD
 Inspect By DoDAAC W906ZL
 Ship To Code See Schedule
 Accept at Other DoDAAC W906ZL
 Contracting Officer W900KK

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

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

Name	Email	Phone	Job Title
Ms. Cindi Slepow COR/Project Director	Cindi.Slepow@us.army.mil	(407) 384-5415	Inspector and Acceptor
Ms. Christina Bell APM	Christina.M.Bell@us.army.mil	(407) 384-3864	Inspector and Acceptor
Mr. Richard Boast Contracting Officer	richard.boast1@us.army.mil	(407) 208-3290	Inspector and Acceptor
Mr. Bob Baird Contract Specialist	bob.baird@us.army.mil	(407) 208-3485	View Only
Ms. Lauren Bushika Contract Specialist	lauren.buchika@us.army.mil	(407) 208-3343	View Only
ACO - TBD	XXXX@dcma.mil	(XXX) XXX-XXXX	View Only

(g) WAWF point of contact.

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

ron.crowder@us.army.mil

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

(End of clause)

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (PEO-STRI 5152.201-5001) (SEP 2006)

(a) The Contracting Officer has designated **Ms. Cindi Slepow, (407) 384-5415, Cindi.Slepow@us.army.mil**, as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR as specified in the attached COR Appointment Letter (See Attachment 8) are limited to the following:

1. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherences to the contract provisions, provisions of the delivery order and to the contractor's own quality control program.
2. Perform, or cause to be performed, inspections necessary and verify that the contractor has corrected all deficiencies. Perform acceptance for the Government of Not-Separately-Priced (NSP) data deliverables under this delivery order.
3. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contract shall be signed as "Contracting Officer's Representative" and a copy shall be furnished to the contracting officer.
4. Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance and direct appropriate action to effect correction. Record and report to the contracting officer incidents of faulty or nonconforming work, delays or problems. In addition, the COR is required to submit a monthly report concerning contractor performance under this delivery order.
5. If the performance of this delivery order requires contractor personnel access to a Government installation, the COR is responsible for ensuring such personnel adhere to the check-in and check-out procedures.
6. Ensure that any Government-furnished property is available when required.
7. In accomplishing duties as COR, the COR is cautioned to ensure the contract/order does not become a personal services contract/order through the COR's actions or the actions of other government personnel.
8. The COR must notify the contracting officer of any noted technical deficiencies or deviations not specifically approved by the contracting officer. The contracting officer may seek the COR's technical advice from time to time, especially concerning the technical qualifications of contractor key personnel.
9. The contractor will furnish the COR a copy of the invoices and backup documentation for review and retention (via Wide Area Work Flow (WAWF) website at <https://wawf.eb.mil>); discrepancies should be brought to the contracting officer's attention promptly. The COR shall pay particular attention to the timely review of all invoices. The contracting officer will provide the name of the COR for this delivery order.
10. The COR shall maintain and have access to a copy of the contract/delivery order and all modifications and be familiar with such things as contract type, cost limitations, deliverables, and any special contract requirements.
11. The COR is required to read and understand their roles and responsibilities in the Contractor Performance Assessment Reporting Systems (CPARS) website at <https://cpars.csd.disa.mil/cpars/app/home.do> process. The contracting officer is available to answer questions regarding the process and COR participation in it.
12. The COR is not empowered to award, agree to or sign any contract (including delivery orders) or contract modification or in any way to obligate the payment of money by the Government. The COR may not take any action which may affect contract or delivery order schedules, funds or scope. All contractual agreements, commitments, or modifications which involve price, quantity, quality, delivery schedules, or other terms and conditions of the contract must be made by the contracting officer. The COR may be personally liable for unauthorized acts. The COR may not re-delegate COR authority.
13. The COR must notify the contracting officer when unavailable to perform COR duties. The COR duties and responsibilities associated with this appointment cannot be delegated by the COR to any other person.

(c) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract (or in the case of a delivery order, until the Contracting Officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

**CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON
(PEO-STRI-5152.201-5002) (SEP 2006)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

ALTERNATE:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

CONTRACT TECHNICAL LIAISON:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

ALTERNATE:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

Section H - Special Contract Requirements

H.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section H of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*REQUEST FOR PROPOSAL NOTE: the contract number for the successful offer will be entered into the delivery order at time of award.

H.2 GOVERNMENT INSIGHT AND APPROVAL

a. In addition to the rights the Government has under the inspection clauses of this contract, the Government shall have the right of insight and approval. In order for the Government to ensure the highest practical probability of mission success for each AVCATT UH-72A Upgrade suite processed through the contractor's facility, the Government must be provided an adequate level of insight into and/or approval of certain contractor products, tasks and milestones. The contractor shall maintain all documentation requiring insight or approval at the contractor's facility. This includes insight into and/or approval of certain subcontractor tasks where some hands-on operations are performed (e.g. process and drawing creation and documentation).

b. The Government's monitoring of documentation related to the AVCATT UH-72A Upgrade build and drawing process provided by the contractor has two elements: approval and insight. Government approval is defined as providing authority to proceed and/or formal acceptance of requirements, plans, designs, analyses, tests, or success criteria in specified areas. Where Government approval is required, the AVCATT UH-72A Upgrade contractor shall submit the necessary documentation to the Government Contracting Officer and copies to the Government Program Office.

c. Government insight is defined as gaining understanding necessary to knowledgeably concur with the contractor's actions through observation, inspection, or review of program processes, events, documents, meetings, tests, audits, hardware, etc. Where Government insight is required, the AVCATT UH-72A Upgrade contractor shall notify the Government Contracting Officer and the Government Program Office of meetings, reviews, or tests in sufficient time to permit meaningful Government participation.

d. Should approval or insight identify noncompliance with the terms and conditions of the contract, a difference in interpretation of test results, or disagreement with the contractor technical directions, the Government will take appropriate action under the terms of the contract to ensure contract compliance or resolve differences with the contractor.

e. The Product Manager for Air and Command Tactical Trainers (PM ACTT) team and the Contracting Officer shall have insight into and/or approval of contractor initiated changes that affect AVCATT UH-72A Upgrade configuration and documentation, in accordance with the AVCATT UH-72A Upgrade Statement of Work. This insight/approval shall be accommodated with no increase to the contract price.

f. Specific areas where the Government requires the right of approval and/or insight are listed in the Quality Assurance Surveillance Plan attached in Section J of the contract.

H.3 AT LEVEL I TRAINING.

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract award and within 30 calendar days of new employees' commencing performance, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 10 calendar days after completion of training by employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

H.4 iWATCH TRAINING.

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than within 10 calendar days after completion of training by employees and subcontractor personnel.

H.5 ELECTRONIC TRANSMISSION OF PROPRIETARY DATA

Awardees shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. Any software required by the Government to receive the Contractor-transmitted proprietary data that the Government does not already possess shall be provided by the Contractor at no cost to the Government.

H.6 DATA RIGHTS

In addition to responsibilities that the prime contractor has to conform to its subcontracts with rights in data and software clauses of the contract, the contractor shall ensure that any software license and agreement entered into by the contractor as licensee that is applicable to the data or software deliverable to the Government under the contract, will be transferable to the Government. The contractor shall transfer such license and agreement to the Government at the time of acceptance of said software; or if the software is not separately subject to acceptance at the time of acceptance by the Government of the equipment to which the said software pertains. The license and agreement shall be listed in the inventory listing of the equipment (if any) to which the software pertains.

If data or software is provided with restricted rights, the contractor is required to provide a means by which the Government shall be permitted to use, modify, reproduce, release, perform, display and/or disclose in a competitive environment the data and computer software required by the contract that would otherwise be furnished with restrictions. The contractor shall allow the Government to furnish the data and software to a third party in order to integrate, test, field and reuse additional capabilities in that data and software at no additional cost in perpetuity.

H.7 IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY

In accordance with FAR 45.201(a), the Government will furnish the item(s) of property listed in Section J, Attachment 4 - AVCATT UH-72A Upgrade GFP/GFM/GFE/GFI List, to the contractor for use in performance of this contract. The GFP items listed in Attachment 4 are being provided in accordance with FAR 45.201(b) and will be made available to the successful Offeror at time of contract award.

H.8 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other CURRENT OR FUTURE PROGRAM AND/OR design without additional compensation to the contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the contractor shall have the right to retain copies of all works beyond such period.

H.9 NOTICE AND APPROVAL OF RESTRICTED DESIGNS

In the performance of this contract, the contractor shall, to the extent practicable, make maximum use of PROCESSES, machines, products, materials, PRODUCTION methods, and equipment that are readily available through Government or competitive commercial channels, or through standard or proven production techniques, methods, and processes. Unless approved by the Contracting Officer, the contractor shall not produce a design, SOFTWARE or specification that requires in this EFFORT the use of SOFTWARE, products, materials, equipment, or processes that are known by the contractor to be available only from a sole source. The contractor shall promptly report any such design or specification to the Contracting Officer and give the reason why it is considered necessary to so restrict the design or specification.

H.10 STANDARD COMMERCIAL WARRANTY

The contractor shall extend to the Government the full coverage of any standard commercial warranty, normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

H.11 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (PEO-STRI 5152.210-5000) (SEP 2006)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

H.12 GOVERNMENT INSTALLATION WORK SCHEDULE (PEO-STRI 5152.211-5002) (SEP 2006)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

H.13 ANTICIPATED AWARD DATE (PEO STRI5152.215-5000) (SEP 2006)

The anticipated award date for this requirement is 30 September 2013. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

H.14 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (PEO-STRI 5152.227-5001) (SEP 2006)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Army/Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

H.15 MATERIAL SAFETY DATA SHEET (MSDS) (PEO-STRI 5152.223-5000) (SEP 2006)

(a) The contractor shall forward the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to the following:

Name: Ms. Cindi Slepow
Address: PEO STRI, PM CATT/AC
12350 Research Parkway
Orlando, Florida 32826-3275
E-mail: Cindi.Slepow@us.army.mil
Telephone: (407) 384-5415

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

H.16 INVENTION DISCLOSURES AND REPORTS (PEO-STRI 5152.227-5000) (APR 2011)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Chief Counsel
U.S. Army, PEO STRI
Attn: SFAE-STRI-L
12350 Research Parkway
Orlando, FL 32826

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions **or certifying that there were no such inventions**, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

H.17 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (PEO-STRI 5152.227-5002) (SEP 2006)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H.18 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (PEO-STRI 51522.227-5005) (SEP 2006)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

H.19 INTELLECTUAL PROPERTY RIGHTS (PEO-STRI 5152.227-5006) (DEC 2010)

The Government seeks rights in technical data and computer software that permits the Government to fully support, maintain and modify the AVCATT UH-72A Upgrade software and technical data throughout the program life cycle. Specifically, the Government intends to have training programs and devices operated, maintained and supported throughout its life cycle by competitively-awarded contracts, at least in part. The Government contemplates that the device's "life cycle" will include life cycle extensions. Efforts may include, for example: modifications by or for the Government in hardware and software (including firmware) to retain training integrity with the operational equipment as it is changed, altered or enhanced; additional modifications or changes to the hardware and software for training or other purposes related to the training device; rehosting the software on improved hardware for training devices; making additions to the hardware suite(s) and/or combining or integrating the software with other software or capability; providing the supporting contractor(s) with access to the delivered software for any purpose whatsoever related to the program and training devices; and, use of the software and documentation by the supporting contractor(s) at its facility to perform its contractual requirement(s) for purposes of the training device.

Application or source software

The Contract will incorporate the standard DFARS clauses regarding rights in technical data and computer software. With respect to developments made at partial or full Government expense, the standard clauses specify that some technical data and computer software will be delivered with unlimited rights. With such rights the Government will be at liberty to use and disclose the data in any manner and for any purpose whatsoever. However, pursuant to these standard DFARS clauses some technical data and computer software pertaining to privately funded development may be submitted to the Government with restrictions.

The Offeror will find in the Request for Proposal (RFP) a requirement by DFARS 252.227-7017 to identify the technical data and computer software that the Offeror, its subcontractors, associates, or suppliers, and potential

subcontractors, associates or suppliers, assert should be furnished with restrictions. Such restrictions may impede the Government's ability to meet its above-identified requirements. However, the parties may agree to permit the Government to use, modify, reproduce, release, perform, display and/or disclose the Limited Rights technical data, Restricted Rights computer software and documentation, and Commercial computer software and documentation, severing or limiting the rights as required to only provide the Government with minimal necessary rights, in order to satisfy those needs. The Offeror must identify any additional costs associated with providing the Government these "minimal necessary rights" as discussed herein, which must be set forth in the Offeror's cost or price volume of its proposal along with the designated computer software and/or technical data.

Accordingly, Offeror is requested to propose the means by which the Government shall be permitted to use, modify, reproduce, release, perform, display and/or disclose in a competitive environment the technical data and computer software required by the Contract that would otherwise be furnished with restrictions. At a minimum, the Offeror's proposed means should be analyzed (1) at "any practical sub-item or subcomponent level or for any segregable portion of a process (i.e.; software), DFARS 227.7103-4(b), and (2) include data bases, design information and software (including source code), or an alternative means that will permit the Government in a competitive environment to fully support and maintain the training device(s), to which the items pertain. Although the Offeror is expected to use COTS technical data and computer software to the maximum extent practicable, the aforementioned Government requirements may necessitate the use of special licensing agreements and/or developmental software when the Government's minimum, necessary rights cannot otherwise be obtained. It is believed that the Government and/or their support contractors will be required to operate, maintain, and modify the training device throughout the life cycle; therefore, consistent with this requirement the Government seeks to receive Government Purpose Rights in AVCATT UH-72A Upgrade technical data and software and all modifications to the AVCATT UH-72A Upgrade technical data and software.

Offeror must also identify whether it is proposing or planning to provide any additional computer software to be delivered with restricted rights or technical data to be delivered with limited rights as part of its proposal or for use during its performance of the contract that are NOT specifically identified in its response to DFARS 252.227-7017. The Offeror agrees that it will have a continuing obligation throughout the duration of this contract, to provide written notification to the Government when any proposed changes or modifications made via engineering contract proposals or otherwise during contract performance will incorporate any computer software or technical data that may restrict the Government's rights therein or as set forth in this clause. The Government may elect to accept or reject any such proposed changes or modifications, including the accompanying Government restrictions. However, in the event the Government accepts such a change or modification with its restrictions, the acceptance will only be effective if accepted in writing by a Contracting Officer.

Applicability to Subcontractors or Suppliers

Whenever any technical data for noncommercial items, noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Offeror shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Offeror's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software or computer software documentation. The Offeror shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by DFARS 252.227.7017. In no event shall the Offeror use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

Offeror is required to submit the information requested in this Clause, unless the Offeror provides written confirmation that such information is not applicable to its offer.

H.20 LIABILITY INSURANCE (PEO-STRI 5152.228-5001) (SEP 2006)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and FAR 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**H.21 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS
(PEO-STRI 5152.232-5007) (SEP 2008)**

- (a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.
- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).
- (c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.
 - (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.
 - (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.
 - (3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

H.22 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS (PEO-STRI 5152.242-5006) (OCT 2005)

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information when applicable:

(1) Identification Elements

- (i) Contract, Invoice and Control Numbers
- (ii) Contractor's Name and Address
- (iii) Date of Report
- (iv) Reporting (invoicing) Period

(2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:

- (i) Delivery order number
- (ii) Number of hours and labor categories as awarded in delivery order.
- (iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.

(iv) Labor hours, by labor category anticipated to be required for completion of delivery order.

(v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.

(vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.

(vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to the Contracting Officer, and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(e) COR will insure this report and copies of the invoice are retained.

H.23 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (PEO-STRI 5152.243-5000) (SEP 2006)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Mr. Richard Boast
Address: PEO STRI, KOV-CATT
12350 Research Parkway
Orlando, Florida 32826-3275
Telephone: (407) 208-3290
Cell: (407) 247-8326
E-mail: Richard.Boast1@us.army.mil

H.24 ENGINEERING CHANGES (PEO-STRI 5152.243-5001) (SEP 2006)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. However, proposed changes relating to improved performance necessary to meet increased data processing requirements of the user shall not exceed the contract requirements by more than 25%. If the

proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

H.25 ASSOCIATE CONTRACTOR CLAUSE (PEO-STRI 5152.245-5006) (SEP 2006) - ALT I (SEP 2006)

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the AVCATT associate contractors to ensure complete compatibility between equipment, data, and services for the AVCATT to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

AVCATT Post Deployment Software Support (PDSS) Prime Contractor

AVCATT Technology Refresh Prime Contractor

Warfighter Focus (WFF) Prime Contractor

AVCATT NCM3 Prime Contractor

SE Core Contractor

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary.

(g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:

is not known or available from other sources without obligations concerning its confidentiality;

has not been made available by the owners to others without obligation concerning its confidentiality;

is not already available to the Government without obligation concerning its confidentiality; and

has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

(j) Certain data items identified in the DD Form 1423, Contractor Data Requirements List, require appropriate and timely data inputs from associate contractor(s) to permit the contractor to complete integrated data efforts. Should the lack of timely associate contractor support impede the contractor in discharging this obligation, the contractor shall accomplish the basic release of the integrated data less the associate contractor(s) input. The contractor shall update and forward the integrated data within thirty (30) days after receipt of associate contractor(s) input data.

H.26 AWARD/EXERCISING AN OPTION

The Government may unilaterally exercise any or all of the option(s), incrementally or in whole, up to the option quantity stated for each option in Section B. Such option(s) may be exercised at any time by issuing a modification to the delivery order not later than the timeframes stated below. The Government shall comply with FAR 52.217-7 – Option for Increased Quantity—Separately Priced Line Item. Any option may be exercised subject to the FAR 52.232-18 - Availability of Funds clause in Section I of the basic contract.

(a) Firm-Fixed Price Option CLINs. Option CLIN 0004 through CLIN 0013 may be exercised at anytime up to 31 December 2014.

(b) Cost Reimbursement CLINs. Option CLIN 0002 and CLIN 0003 may be exercised at anytime up to 30 November 2013. Option CLIN 0014 may be exercised on a date to be determined at anytime up to 30 September 2017.

H. 27 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

(a) The following documents are incorporated herein by reference and made a part of this contract:

*Paragraph Nos. (insert paragraph number) through (insert paragraph number) of Contractor's Technical Proposal (or appropriate document(s) name) Version No. (insert appropriate version number), dated (insert date), entitled (insert title):

*NOTE: To be added prior to award of delivery order.

(b) Nothing contained in the Contractor's technical proposal shall constitute a waiver to any other requirement of this contract. In the event of any conflict between the Contractor's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause. For purposes of the Order of Precedence clause the document(s) listed above shall rank (TBD).

(c) The detailed technical content of the Contractor's proposal was an important factor in the selection of the Contractor for award of this contract. The documents listed above are now contractually binding. The Contractor

shall not change or otherwise deviate from the content of these documents without prior written approval from the Contracting Officer.

(d) If it is necessary to change the performance, design, configuration, or other items specified in the technical proposal in order to comply with the requirements of the contract clauses, special contract requirements, or statement of work, the contract shall be modified appropriately.

(e) The Contractor agrees that the document(s) listed above reflect the results/responses to all exchanges and/or Evaluation Notices (ENs) issued during the negotiation process. If, after contract award, it is discovered that changes made during negotiations were not incorporated in the SOW and/or technical proposal, such changes to the Contractor's documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

(End of Clause)

DRAFT

Section I - Contract Clauses

CONTRACT CLAUSES

I.1 Clauses applicable to the AVCATT UH-72A Upgrade that are contained in Section I of the basic STOC II contract W900KK-09-D-TBD* are incorporated by reference under this delivery order with the same force and effect as if set forth in full text.

*REQUEST FOR PROPOSAL NOTE: the contract number for the successful offer will be entered into the delivery order at time of award.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
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	FEB 2012
52.204-13	Central Contractor Registration Maintenance	DEC 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-26	Equal Opportunity	MAR 2007
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software License	DEC 2007
52.230-2	Cost Accounting Standards	OCT 2010
52.230-3	Disclosure and Consistency of Cost Accounting Practices	MAY 2012
52.232-16	Progress Payments	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	Nov 2011
252.204-7008	Export-Controlled Items	APR 2010
252.204-7011	Alternative Line Item Structure	SEP 2011
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.211-7007	Reporting of Government Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	JUN 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition on Storage and disposal of Toxic and Hazardous Materials	APR 2012
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.	SEP 2006
252.225-7012	Preference for Certain Domestic Commodities.	DEC 2012
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software.	SEP 2011
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)	JUN 2012
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management and Accounting System	MAY 2011
252.242-7005	Contractor business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 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	APR 2012

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-99 System for Award Management Registration (August 2012) (DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (**SAM**)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this RFP.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), *Alternate I (July 1995)*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with [Part 44](#) of the Federal Acquisition Regulation (FAR).

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

“Subcontract” means any contract, as defined in FAR [Subpart 2.1](#), entered into by a subcontractor to furnish supplies or services for performance of the prime contractor 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:

List to be added at time of award where appropriate.

(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 (b), (c), or (d) 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:

List to be added at time of award where appropriate. (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):

<http://farsite.hill.af.mil>

(End of clause)

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this RFP by submitting a request to:

Name: Mr. Bob Baird
Address: PEO STRI, KOV-CATT
12350 Research Parkway
Orlando, Florida 32826-3275
Telephone: (407) 208-3485
E-Mail: bob.baird@us.army.mil

Or

Name: Mr. Richard Boast
Address: PEO STRI, KOV-CATT
12350 Research Parkway
Orlando, Florida 32826-3275
Telephone: (407) 208-3290
Cell: (407) 247-8326
E-Mail: Richard.Boast1@us.army.mil

Include the number of the RFP and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011) (ALT I) (DEC 2011)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Government's unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS & ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs DD Form 1423	13	11 Feb 13
Exhibit B	CDRLs DD Form 1423	7	11 Feb 13
Exhibit C	CDRLs DD Form 1423	6	11 Feb 13
Attachment 1	AVCATT UH-72A Upgrade Statement of Work	28	11 Feb 13
Attachment 2	AVCATT UH-72A System Requirement Document	5	11 Feb 13
Attachment 3	AVCATT UH-72A Spare Part List	TBD	TBD
Attachment 4	AVCATT UH-72A Upgrade GFP/GFM/GFE/GFI List	1	11 Feb 13
Attachment 5	Data Item Transmittal Acceptance/ Rejection Form	1	11 Feb 13
Attachment 6	Quality Assurance Surveillance Plan (QASP)	12	11 Feb 13
Attachment 7	Contracting Officer Representative Appointment Letter	TBD	TBD
Attachment 8	AVCATT UH-72A Upgrade Proposal Submission Instructions and Evaluation Criteria (RFP STOCII-13-KOV-0001 Section L & Section M)	11	11Feb 13
Attachment 9	STOCII-13-KOV-0001 Distribution Agreement	8	11 Feb 13
Attachment 10	STOCII-13-KOV-0001 Requirement Traceability Matrix	11	11 Feb 13
Attachment 11	STOCII-13-KOV-0001 Total Evaluated Price Matrix	1	11 Feb 13
Attachment 12	STOCII-13-KOV-0001 AVCATT Data Rights Matrix	1	11 Feb 13
Attachment 13	RFP STOCII-13-KOV-0001 Questions and Comment Matrix	7	11 Feb 13
Attachment 14	RFP STOCII-13-KOV-0001 Questions and Answers	TBD	TBD

Section K – Representations, Certifications and Other Statements of Offerors

K.1 [FAR 52.204-8](#) Annual Representations and Certifications (DEC 2012)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **333319**.
- (2) The small business size standard is **500**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this RFP, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this RFP, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the RFP. The offeror shall indicate which option applies by checking one of the following boxes:
- () Paragraph (d) applies.
- () Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the RFP.
- (c)(1) The following representations or certifications in ORCA are applicable to this RFP as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to RFPs when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The RFP is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The RFP is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to RFPs expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to RFPs that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to RFPs that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to RFPs using funds appropriated in fiscal years 2008, 2009, or 2010.

- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to RFPs where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.215-6, Place of Performance. This provision applies to RFPs unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to RFPs when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the RFPs are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to RFPs issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to RFPs when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to RFPs that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to RFPs, other than those for construction, when the RFP includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to RFPs when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to RFPs that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to RFPs that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to RFPs containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to RFPs containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to RFPs containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all RFPs.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran-- Representation and Certification. This provision applies to all RFPs.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) RFPs for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, RFPs that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA--Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

X (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this RFP as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this RFP (including the business size standard applicable to the NAICS code referenced for this RFP), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this RFP only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.2 [FAR 52.209-7](#) Information Regarding Responsibility Matters (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this RFP);

(C) Are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have or, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this RFP for default.

(End of provision)

K.3 [FAR 52.230-1](#) Cost Accounting Standards Notices and Certification (MAY 2012)

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

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

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

Date of Disclosure Statement: _____

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

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

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

Date of Disclosure Statement: _____

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

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

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

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised

certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

Yes No

(End of provision)

K.4 [FAR 52.230-7](#) Proposal Disclosure—Cost Accounting Practice Changes

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

Yes No

If the offeror checked “Yes” above, the offeror shall—

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

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

(End of provision)

K.5 DFARS 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2012)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this RFP as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all RFPs expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all RFPs with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to RFPs for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all RFPs when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to RFPs and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to RFPs and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all RFPs except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

applicable to this RFP as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American—Balance of Payments

Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.

(v) 252.225-7031, Secondary Arab Boycott of Israel.

(vi) 252.225-7035, Buy American—Free Trade

Agreements—Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(a) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this RFP as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this RFP (including the business size standard applicable to the NAICS code referenced for this RFP), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
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Any changes provided by the offeror are applicable to this RFP only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.6 DFARS 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

K.7 DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this RFP.

(b) *Representation.* The Offeror represents that it—

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this RFP.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this RFP.

(c) Any contract resulting from this RFP will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)