

**Section B - Supplies or Services and Prices**

<u>CLIN</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>		
0001	TRACR PDSS Core	1	Lot	Max Cost	_____ CPFF
				Fixed Fee	_____
				Total Max Cost + Fee	_____ CPFF
0002 (Option)	TRACR PDSS Aperiodic	1	Lot	Max Cost	_____ CPFF
				Fixed Fee	_____
				Total Max Cost + Fee	_____ CPFF
0003	Technical Data	1	Lot		NSP
0004	CMRA (Contractor Manpower Reporting Application)	1	Lot		NSP
0005 – 0020 (Option)	Reserved for Aperiodic Tasks				
1001	TRACR PDSS Core	1	Lot	Max Cost	_____ CPFF
				Fixed Fee	_____
				Total Max Cost + Fee	_____ CPFF
1002 (Option)	TRACR PDSS Aperiodic	1	Lot	Max Cost	_____ CPFF
				Fixed Fee	_____
				Total Max Cost + Fee	_____ CPFF
1003	Technical Data	1	Lot		NSP
1004	CMRA (Contractor Manpower Reporting Application)	1	Lot		NSP
1005 – 1020 (Option)	Reserved for Aperiodic Tasks				
2001	TRACR PDSS Core	1	Lot	Max Cost	_____ CPFF
				Fixed Fee	_____
				Total Max Cost + Fee	_____ CPFF
2002 (Option)	TRACR PDSS Aperiodic	1	Lot	Max Cost	_____ CPFF
				Fixed Fee	_____
				Total Max Cost + Fee	_____ CPFF
2003	Technical Data	1	Lot		NSP
2004	CMRA (Contractor Manpower Reporting Application)	1	Lot		NSP

<u>CLIN</u>	<u>Supplies/Services</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
2005 – 2020 (Option)	Reserved for Aperiodic Tasks				
3001	TRACR PDSS Core	1	Lot	Max Cost _____ Fixed Fee _____ Total Max Cost + Fee _____	CPFF CPFF
3002 (Option)	TRACR PDSS Aperiodic	1	Lot	Max Cost _____ Fixed Fee _____ Total Max Cost + Fee _____	CPFF CPFF
3003	Technical Data	1	Lot		NSP
3004	CMRA (Contractor Manpower Reporting Application)	1	Lot		NSP
3005 – 3020 (Option)	Reserved for Aperiodic Tasks				

B.1 The Fixed Fee rate (Percentage) that is awarded is set for the life of the Delivery Order and will be utilized for the incorporation of Aperiodic Tasks and any Engineering Change Proposals (ECPs).

**Section C- Description/Specifications**

C.1 The Contractor shall complete the efforts as identified in Section B in this solicitation in accordance with the Statement of Work (SOW) PEO-STRI-11-W068, Attachment 1. The scope includes the sustainment and support for the Government owned common target control system (Targetry Range Automated Control and Recording (TRACR)); integration of legacy target system adapters and new target system technologies; upgrade to existing range facilities; support for new interface control documents and technology demonstrations; and sustainment of the Future Army System of Integrated Targets (FASIT) specification and standards. The expected work efforts include, but are not limited to, software design, integration, maintenance, updates/upgrades, verification, system prototypes, configuration management, technology insertion, and range system upgrades.

All work efforts and tasks completed under this SOW shall be synchronized across the individual Post Deployment Software Support (PDSS)/Post Production Software Support (PPSS) efforts and with the Consolidated Product Line Management (CPM) construct, tools, and methods.

The efforts and tasks defined within this SOW are divided into two fundamental types of services and support: Core Tasks (programmed work, level of effort tasks) and Aperiodic Tasks (potential work based on customer funds, discrete tasks that are level of completion).

The Core Tasks are the TRACR/TRACR Suite PDSS/PPSS endeavors to sustain, maintain, and advance the TRACR Product Line and to maintain synchronization with LT2 via the CPM processes, tools, and methods. The Core tasks include all efforts to sustain and maintain Information Assurance compliance for TRACR/TRACR Suite. A list of potential tasks are listed within the Representative Task Matrix, Attachment 2.

The Aperiodic Tasks are the technology insertion, interface control documents and specification development, architectural maturation (to Service Oriented Architecture (SOA)), obsolescence management, and various range revitalization and modernization

C.2 5152.211-5007 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (PEO STRI) (SEP 2006)

The Contractor's Technical Proposal entitled XXXXXXXX, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification."

C.3 CLINs 0001, 1001, 2001, 3001 - TRACR PDSS Core

The contractor shall furnish all necessary personnel, material, equipment and other services as may be required to perform the Core Tasks in accordance with the Statement of Work for TRACR PDSS/PPSS (PEO-STRI-11-W068, Version 1.0, dated 14 October 2011).

C.4 CLINs 0002, 1002, 2002, 3002 - TRACR PDSS Aperiodic

The contractor shall furnish all necessary personnel, material, equipment and other services as may be required to perform the Aperiodic Tasks in accordance with the Statement of Work for TRACR PDSS/PPSS (PEO-STRI-11-W068, Version 1.0, dated 14 October 2011).

C.5 CLINs 0003, 1003, 2003, 3003 - Technical Data

The contractor shall prepare and provide technical data for the Core and Aperiodic Tasks and information in accordance with the requirements of the Contract Data Requirements List (CDRL), DD Forms 1423-1, Exhibits (A) and (B), and as specified in the TRACR PDSS / PPSS SOW. Some data items such as the Consolidated Monthly Report (CDRL A001) and the Integrated Master Schedule (IMS) (CDRL A002) will include data from both the Core work and Aperiodic Tasks. Any CDRLs required specifically for Aperiodic Tasks will be proposed along with the Aperiodic work, as it is identified.

C.6 CLINs 0004, 1004, 2004, 3004 – Contract Manpower Reporting Application

The contractor shall prepare and provide data and information in accordance with the requirements of Local Clause 5152.204-5002 as further defined in Section H of this document.

C.7 CLINs 0005-0020, 1005-1020, 2005-2020, 3005-3020 (Options) - Reserved for Aperiodic Tasks

These CLINs will be exercised by the Government as Aperiodic tasks are defined, proposed and negotiated for support. The Aperiodic task price on CLINs 0005-0020, 1005-1020, 2005-2020 and 3005-3020 will be reduced from the total price on CLIN 0002 as each Aperiodic Task CLIN is exercised.

**Section E - Inspection and Acceptance**

E.1 252.246-7000 Material Inspection and Receiving Report.

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Work Flow (WAWF) electronic form (see paragraph (b) of the clause at [252.232-7003](#)) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

## E.2 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	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government

E.2 INSPECTION AND ACCEPTANCE TERMS continued:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
1016	Destination	Government	Destination	Government
1017	Destination	Government	Destination	Government
1018	Destination	Government	Destination	Government
1019	Destination	Government	Destination	Government
1020	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
2013	Destination	Government	Destination	Government
2014	Destination	Government	Destination	Government
2015	Destination	Government	Destination	Government
2016	Destination	Government	Destination	Government
2017	Destination	Government	Destination	Government
2018	Destination	Government	Destination	Government
2019	Destination	Government	Destination	Government
2020	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
3012	Destination	Government	Destination	Government
3013	Destination	Government	Destination	Government
3014	Destination	Government	Destination	Government
3015	Destination	Government	Destination	Government
3016	Destination	Government	Destination	Government
3017	Destination	Government	Destination	Government
3018	Destination	Government	Destination	Government
3019	Destination	Government	Destination	Government

E.2 INSPECTION AND ACCEPTANCE TERMS continued:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
3020	Destination	Government	Destination	Government

**Section F - Deliveries or Performance**

F.1 DELIVERY INFORMATION

<u>CLIN</u>	<u>Delivery Date or POP</u>	<u>Quantity</u>	<u>Ship to Address</u>	<u>UIC</u>
0001	12 Months from Award	1 Lot	U.S. Army PEO STRI	
0002	As required, 12 Months	1 Lot	U.S. Army PEO STRI	
0003	As required	1 Lot	Technical data and reporting	
0004	As required	1 Lot	Contractor Manpower Reporting Appl.	
0005	As required	1 Lot	U.S. Army PEO STRI	
0006	As required	1 Lot	U.S. Army PEO STRI	
0007	As required	1 Lot	U.S. Army PEO STRI	
0008	As required	1 Lot	U.S. Army PEO STRI	
0009	As required	1 Lot	U.S. Army PEO STRI	
0010	As required	1 Lot	U.S. Army PEO STRI	
0011	As required	1 Lot	U.S. Army PEO STRI	
0012	As required	1 Lot	U.S. Army PEO STRI	
0013	As required	1 Lot	U.S. Army PEO STRI	
0014	As required	1 Lot	U.S. Army PEO STRI	
0015	As required	1 Lot	U.S. Army PEO STRI	
0016	As required	1 Lot	U.S. Army PEO STRI	
0017	As required	1 Lot	U.S. Army PEO STRI	
0018	As required	1 Lot	U.S. Army PEO STRI	
0019	As required	1 Lot	U.S. Army PEO STRI	
0020	As required	1 Lot	U.S. Army PEO STRI	
1001	12 mos after Option Exercised	1 Lot	U.S. Army PEO STRI	
1002	As required, 12 Months	1 Lot	U.S. Army PEO STRI	
1003	As required	1 Lot	Technical data and reporting	
1004	As required	1 Lot	Contractor Manpower Reporting Appl.	
1005	As required	1 Lot	U.S. Army PEO STRI	
1006	As required	1 Lot	U.S. Army PEO STRI	
1007	As required	1 Lot	U.S. Army PEO STRI	
1008	As required	1 Lot	U.S. Army PEO STRI	
1009	As required	1 Lot	U.S. Army PEO STRI	
1010	As required	1 Lot	U.S. Army PEO STRI	
1011	As required	1 Lot	U.S. Army PEO STRI	
1012	As required	1 Lot	U.S. Army PEO STRI	
1013	As required	1 Lot	U.S. Army PEO STRI	
1014	As required	1 Lot	U.S. Army PEO STRI	
1015	As required	1 Lot	U.S. Army PEO STRI	
1016	As required	1 Lot	U.S. Army PEO STRI	
1017	As required	1 Lot	U.S. Army PEO STRI	
1018	As required	1 Lot	U.S. Army PEO STRI	
1019	As required	1 Lot	U.S. Army PEO STRI	
1020	As required	1 Lot	U.S. Army PEO STRI	

F.1 DELIVERY INFORMATION

<u>CLIN</u>	<u>Delivery Date or POP</u>	<u>Quantity</u>	<u>Ship to Address</u>	<u>UIC</u>
2001	12 mos after Option Exercised	1 Lot	U.S. Army PEO STRI	
2002	As required, 12 Months	1 Lot	U.S. Army PEO STRI	
2003	As required	1 Lot	Technical data and reporting	
2004	As required	1 Lot	Contractor Manpower Reporting Appl.	
2005	As required	1 Lot	U.S. Army PEO STRI	
2006	As required	1 Lot	U.S. Army PEO STRI	
2007	As required	1 Lot	U.S. Army PEO STRI	
2008	As required	1 Lot	U.S. Army PEO STRI	
2009	As required	1 Lot	U.S. Army PEO STRI	
2010	As required	1 Lot	U.S. Army PEO STRI	
2011	As required	1 Lot	U.S. Army PEO STRI	
2012	As required	1 Lot	U.S. Army PEO STRI	
2013	As required	1 Lot	U.S. Army PEO STRI	
2014	As required	1 Lot	U.S. Army PEO STRI	
2015	As required	1 Lot	U.S. Army PEO STRI	
2016	As required	1 Lot	U.S. Army PEO STRI	
2017	As required	1 Lot	U.S. Army PEO STRI	
2018	As required	1 Lot	U.S. Army PEO STRI	
2019	As required	1 Lot	U.S. Army PEO STRI	
2020	As required	1 Lot	U.S. Army PEO STRI	
3001	12 mos after Option Exercised	1 Lot	U.S. Army PEO STRI	
3002	As required, 12 Months	1 Lot	U.S. Army PEO STRI	
3003	As required	1 Lot	Technical data and reporting	
3004	As required	1 Lot	Contractor Manpower Reporting Appl.	
3005	As required	1 Lot	U.S. Army PEO STRI	
3006	As required	1 Lot	U.S. Army PEO STRI	
3007	As required	1 Lot	U.S. Army PEO STRI	
3008	As required	1 Lot	U.S. Army PEO STRI	
3009	As required	1 Lot	U.S. Army PEO STRI	
3010	As required	1 Lot	U.S. Army PEO STRI	
3011	As required	1 Lot	U.S. Army PEO STRI	
3012	As required	1 Lot	U.S. Army PEO STRI	
3013	As required	1 Lot	U.S. Army PEO STRI	
3014	As required	1 Lot	U.S. Army PEO STRI	
3015	As required	1 Lot	U.S. Army PEO STRI	
3016	As required	1 Lot	U.S. Army PEO STRI	
3017	As required	1 Lot	U.S. Army PEO STRI	
3018	As required	1 Lot	U.S. Army PEO STRI	
3019	As required	1 Lot	U.S. Army PEO STRI	
3020	As required	1 Lot	U.S. Army PEO STRI	

**Section G - Contract Administration Data**

G.1 ACCOUNTING AND APPROPRIATION DATA

TBD

G.2 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(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 Work Flow (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.

(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 authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) 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; or

(4) 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).

(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)

G.3 5152.232-5011 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS)  
 (PEO-STRI) (SEP 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>.

(2) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF: (To Be Completed at Time of Award)

<b>Receiving Report (DD 250) Destination Inspection / Destination Acceptance</b>	
<b>Inspect and Accept at place of destination</b>	
<b>Invoice and Receiving Report (Combo) - Destination Inspection / Destination Acceptance</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK To be
Admin DoDAAC	Completed
InspectBy DoDAAC	Upon Award
Ship To Code	
<b>Cost Voucher (T&amp;M – LH – Cost)</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK To be
Admin DoDAAC	Completed
DCAA Auditor DoDAAC	Upon Award
Service Approver	

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Job Title

(End of clause)

G.4 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

G.5 5152.201-5001 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)  
(PEO-STRI) (SEP 2006)

(a) The Contracting Officer has designated [To be completed at time of Award] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [To be Completed at time of Award]

(End of clause)

G.6 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate

this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that the amount allotted by the Government exceeds the estimated cost specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

#### **Section H- Special Contract Requirements**

## H.1 GOVERNMENT FURNISHED PROPERTY

In accordance with the basic contract's Government Furnished Property Clause, 52.245-1, Attachment 7 contains a list of Government property to be furnished for performance of this contract.

## H.2 EXERCISE OF OPTION

The Government reserves the right to unilaterally exercise the option line items or subline items identified in Section B. The Government has the right to order any, all, or none of the option line items. The time frames for exercise of the individual option items are as follows:

- Option CLIN 0002 - The Government reserves the right to exercise CLIN 0002 not earlier than the day of Delivery Order award or later than 12 months after Delivery Order award.
- Option CLINs 0005-0020 - The Government reserves the right to exercise CLIN 0005-0020 not earlier than the day of Delivery Order award or later than 12 months after Delivery Order award.
- Option CLIN 1002 - The Government reserves the right to exercise CLIN 1002 not earlier than 12 months after Delivery Order award or later than 24 months after Delivery Order award.
- Option CLINs 1005-1020 - The Government reserves the right to exercise CLINs 1005-1020 not earlier than 12 months after Delivery Order award or later than 24 months after Delivery Order award.
- Option CLIN 2002 - The Government reserves the right to exercise CLIN 2002 not earlier than 24 months after Delivery Order award or later than 36 months after Delivery Order award.
- Option CLINs 2005-2020 - The Government reserves the right to exercise CLINs 2005-2020 not earlier than 24 months after Delivery Order award or later than 36 months after Delivery Order award.
- Option CLIN 3002 - The Government reserves the right to exercise CLIN 3002 not earlier than 36 months after Delivery Order award or later than 48 months after Delivery Order award.
- Option CLINs 3005-3020 - The Government reserves the right to exercise CLINs 3005-3020 not earlier than 36 months after Delivery Order award or later than 48 months after Delivery Order award.

## H.3 52.217-8 - Option to Extend Services.

### Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor in accordance with the schedule in H.2, Exercise Option.

(End of clause)

## H.4 5152.227-5006 - INTELLECTUAL PROPERTY RIGHTS (PEO-STRI) (DEC 2010)

The Government seeks rights in technical data and computer software that permits the Government to fully support, maintain and modify the TRACR 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 Solicitation 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 contractor 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 Contract Award and all modifications to the TRACR 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.

(End of clause)

#### H.5 5152.204-5002 – CONTRACTOR MANPOWER REPORTING APPLICATION (CMRA) (NOV 2006)

The Contractor Manpower Reporting Application (CMRA) is a business process for collecting information on contracts that provide services to the Department of the Army. The contractor and all subcontractors are required to create an account and input data for all services performed under this contract within CMRA, to include all delivery/task orders issued against this contract. This input is required to be accomplished on a Government fiscal year basis (1<sup>st</sup> of October through 30<sup>th</sup> of September). All contractor / subcontractor input will be accomplished between the 1<sup>st</sup> and 15<sup>th</sup> of October of each year for the previous year or upon completion of performance, whichever is earliest. More information can be found within the User Guides tab at <https://cmra.army.mil/>.

Contract number and contractor identity will be treated as proprietary information when they are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public, with the contractor name and contract number associated with the data.

(End of clause)

#### H.6 5152.245-5006 - ASSOCIATE CONTRACTOR CLAUSE (PEO-STRI) (SEP 2006)

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the Target Mod and TRACR PDSS / PPSS associate contractors to ensure complete compatibility between equipment, data, and services for the Target Mod and TRACR PDSS / PPSS 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:

To be completed upon Award (Target providers for the Army)

(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:

(To be completed upon Award)

[\_\_\_\_\_] 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.

(End of Clause)

## **Section I- Contract Clauses**

### **I.1 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may –

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may –

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

#### I.2 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or			
Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

I.3 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

I.4 5152.242-5001 – TECHNICAL DIRECTION (REV NOV 2009)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer. “Technical direction” means a directive to the Contractor that approves approaches, solutions, designs or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor.

(b) Each TDL issued hereunder is subject to the terms and conditions of this contract. In the event of a conflict between a TDL and this contract, the contract shall control. Technical direction shall not justify any adjustment to the costs, fees or delivery terms. The Contracting Officer shall not use a technical direction letter to:

- (1) Assign additional work outside the statement of work;
- (2) Make a change as defined in the changes clause;
- (3) Change any of the expressed terms, conditions, or specifications of the contract; or
- (4) Interfere with the contractor’s rights to perform the terms and conditions of the contract.

(c) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;

- (3) Reference to the relevant section or item in the Statement of Work;
- (4) Signature of the Contracting Officer;
- (5) the specific direction provided to the contractor.

(d) The Contracting Officer may give oral technical direction on in emergency circumstances. Any oral technical direction must be reduced in writing by the Contracting Officer within two working days of its issuance.

(e) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (c) above. A TDL may be amended orally only by the Contracting Officer and only in emergencies; oral amendments must be reduced to writing as in paragraph (d) above.

(f) The Contractor shall proceed promptly with the performance of technical direction duly issued by the Contracting Officer. If, in the Contractor's opinion, any technical direction falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer of its objections in writing within 5 working days. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(g) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(h) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer shall be at the contractor's risk.

(i) The Contracting Officer shall retain a copy in the contract file.

(End of clause)

I.5 5152.215-5001 - WRITTEN RELEASE FOR USE OF NON-GOVERNMENT PERSONNEL IN EVALUATION OF PROPOSALS (PEO STRI) (SEP 2007)

(a) Offerors are hereby notified that non-government participants will have access to the offerors' proposals. The non-government participants are employees of Electronic Consulting Service or its Subcontractors under contract to the Government. They will serve as technical advisors to the Government and will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. All non-government personnel have signed certificates of non-disclosure and financial interest, or their equivalent documents.

(b) An offeror's submission of a proposal in response to this solicitation constitutes approval for disclosure of proprietary information contained within the proposal to non-government participants involved in the source selection.

(c) If the contractor is not willing to provide this consent, written notification to the Procuring Contracting Officer (PCO) is required no later than 5 days prior to the proposal delivery date.

(End of clause)

#### **Section J- List of Documents, Exhibits and Other Attachments**

Attachments: (For informational purposes only, will be finalized at time of award)

- 1) TRACR PDSS / PPSS Statement of Work (SOW) PEO-STRI-11-W068, Version 1.0
- 2) Representative Task Matrix
- 3) Sample Aperiodic Task
- 4) Scenario Development Tool (SDT) 2.1 / Software User Manual – Maneuver Ranges (via LT2 Portal)
- 5) CPM Operations Guide, Version 1.1 (via LT2 Portal)
- 6) Basic Accreditation Manual, Version 5.0 (via LT2 Portal)
- 7) Government Furnished Property (GFP) List
- 8) Reserved
- 9) Reserved
- 10) Evaluation Matrix (Sections L and M) (17 October 2011)
- 11) Pricing Workbook
- 12) RFP Questions and Answers

Exhibits:

- A) DD Form 1423s Contract Data Requirements List (CDRLs) A001 thru A009 and A00A thru A00C.
- B) Reserved
- C) DD Form 1423s Contract Data Requirements List (CDRL) C001.