

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page of Pages 1 75
2. Contract Number	3. Solicitation Number W52P1J-10-R-0155	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-AL ROCK ISLAND, IL 61299-8000 BLDGS 350 & 390 & 60		Code W52P1J	8. Address Offer To (If Other Than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

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

10. For Information Call:	A. Name LORRAINE GEREN	B. Telephone (No Collect Calls)		C. E-mail Address LORRAINE.GEREN@US.ARMY.MIL
		Area Code (309)	Number 782-6757	Ext.

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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS NONE ADP PT			

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. This acquisition is for the Operation and Maintenance of the Hawthorne Army Depot (HWAD), located at Hawthorne, Nevada. The solicitation is issued under Full and Open Competition. Award will be made on a Lowest Price Technically Acceptable basis. The contract resulting from award of this Request for Proposal (RFP) will be a five year, firm fixed price/cost reimbursable, Indefinite-Delivery, Indefinite-Quantity (IDIQ), Property Management Contract. The contract will be effective 1 January 2011, at which time the successful offeror will assume full operation and maintenance of HWAD. The base period of the contract will end 31 December 2015. The contract will include one five-year option, which if exercised, will extend the contract period of performance to 31 December 2020. The following Performance Work Statements (PWSs) will be accomplished by the contractor at no direct cost to the Government, in exchange for use of the Government property under this contract: Installation Security/Antiterrorism, Fire and Emergency Services, Safety, Environmental, Maintenance, Property in the Possession of the Contractor, Information Technology Services and Support, Occupational Health Clinic, and Utility Metering. The costs associated with performing these PWSs shall be borne by the services performed at this facility IAW the offerors Cost Accounting Disclosure Statement.

2. The contract will contain ten (10) ordering periods as shown below:

Date of Award - 31 December 2011
1 January 2012 - 31 December 2012
1 January 2013 - 31 December 2013
1 January 2014 - 31 December 2014
1 January 2015 - 31 December 2015
1 January 2016 - 31 December 2016
1 January 2017 - 31 December 2017
1 January 2018 - 31 December 2018
1 January 2019 - 31 December 2019
1 January 2020 - 31 December 2020

3. The guaranteed minimum contract quantity under this IDIQ contract is \$5 million. This amount will be awarded concurrently with the award of the contract, and will be applied toward the storage requirement. If this amount does not fully cover the storage requirement for the first ordering period, additional funding will be provided throughout the ordering period, on an incremental basis. The Government's best estimate of tonnage in storage during the first ordering period is 335,000 short tons.

4. The maximum contract quantities are represented by the upper limit as shown on Attachment 0001, Pricing Matrix for all CLINs with the exception of CLIN 0003, Demil of Specified Families of Ammunition. For CLIN 0003, the maximum contract quantity shall not exceed the maximum capacity/capability of Hawthorne Army Depot, which is currently estimated at 40,000 short tons per year. The 40,000 short tons per year may be comprised of any combination of demilitarization items on the Pricing Matrix, or those items priced on a ceiling priced basis as shown on the Ceiling Priced Midas Families Matrix, Attachment 0002.

5. The Ceiling Priced Midas Families Matrix (Attachment 0002), is a listing of MIDAS Families (in addition to those listed on the Pricing Matrix, Attachment 0001) that the Government may ask offerors to demil during the life of the contract. In accordance with Sections L and M of this solicitation, offerors must provide a ceiling price for each MIDAS Family, ordering period, and quantity range listed on Attachment 0002. These ceiling prices will not be included in the total evaluated price; however, they will be evaluated for price reasonableness. Submission of cost or pricing data will be required prior to award of any demil requirements priced on Attachment 0002.

6. The Government's best estimate for subsequent ordering periods for storage, and Receipt and Issuance of Ammunition and Inert Items is as stated in Attachment 0020. In addition, the estimated demil effort is 9,000 s/tons per ordering period. The storage of mercury is estimated at 4,800 s/tons per ordering period. These estimates do not constitute a guarantee by the Government that these quantities will be placed on contract. The actual quantities will be set forth in each individual delivery order.

7. Current Consolidation Effort: In order to ensure the continued affordability of operating and maintaining HWAD, the Government is currently undertaking a consolidation effort at the depot. There are currently 2,428 storage structures and 411 administrative buildings at HWAD. The intent of the consolidation is to reduce the operation and maintenance costs at the depot and to obtain more efficient storage of assets. Additional information concerning the consolidation effort and the HWAD end-state after consolidation completion may be found on the Interactive Business Opportunities Page (IBOP) referenced in paragraph 25 below. The consolidation effort will be complete prior to the effective date of the contract resulting from this solicitation; therefore, offerors are to submit proposals based on the HWAD end-state information contained in the IBOP.

8. Special notice should be taken of Section H-13 of this solicitation, which states that a Facility Security Clearance at the SECRET level is required to perform efforts withing this solicitation. Additionally, classified material must be handled in accordance with the current National Industrial Security Program Operating Manual (NISPOM). Offerors must obtain a Facility Security Clearance prior to award in order to be eligible for award under this solicitation.

9. Cumulative Pricing

a. During the 4th quarter of each ordering period, the Government will establish the pricing range to be utilized at the beginning

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of the subsequent ordering period for the following efforts: Storage, Issuance of Ammunition and Inert Items, and Receipt of Ammunition and Inert Items. The Government will establish the starting range based on the current workload and the best estimate of the requirements. The ordering range shall be the range that will be utilized with the first and subsequent orders for requirements for that ordering period, and shall be utilized until such time as the estimated/cumulative quantity becomes such that the next range shall be utilized, in accordance with the below paragraph.

b. Each Delivery Order issued against this IDIQ contract will stand on its own except for the purposes of pricing. For multiple orders placed within an ordering period for Storage, Receipt, Issuance and Demilitarization of Conventional Ammunition, the quantities will be considered cumulative, and current unit prices will reflect the appropriate range price of the cumulative quantity. The unit price paid by the Government shall be the unit price corresponding to the ordering period in effect at the time of issuance of the task order, regardless of the period of performance.

10. The following Firm Fixed Price (FFP) efforts will be priced on the Pricing Matrix shown at attachment 0001 to the solicitation:

Clin 0001 Supply Depot Operations* (unit of measure - s/tons)

Storage of Ammunition and Inert Items
Receipt of Ammunition and Inert Items
Issuance of Ammunition and Inert Items

* The per ton price for Storage, Receipt, and Issuance under Clin 0001 Supply Depot Operations, shall be priced based upon the entire PWS for Supply Depot Operations which includes Transportation, Accountability/Reporting and Ammunition and Explosive Operations Handling Training efforts. In addition, Receipt and Issuance prices quoted shall include dunnage, and shipping containers. Prices for Issuance of Ammunition and Inert Items shall reflect all costs associated with Packaging, Crating and Handling (PC&H). The Prices for Storage must include E to A Upgrades.

Clin 0002 Receipt and Storage of Mercury (unit of measure - s/tons)

Clin 0003 Demilitarization of Specified Families of Ammunition** (unit of measure - s/tons)

** The prices quoted shall reflect sales from scrap, as well as costs to move demil assets to/from storage and to/from the demil site.

Clin 0004 Government Staff Support (unit of measure - yearly price)

Clin 0005 Tenant Support (unit of measure - yearly price)

Clin 0006 Housing - (unit of measure - daily rate for UPH)

11. Army Family Housing Utility Meters: The Government is pursuing funding for the procurement and installation of meters for Army Family Housing (AFH) only. Offerors are therefore required to provide a firm fixed price for procurement and installation of AFH meters, FY2011 only, as set forth on the Pricing Matrix at Attachment 0001 to this solicitation. Should funding be obtained, the costs identified for performing these efforts will be removed from the costs of services priced on the Pricing Matrix under CLINs 0001 through 0006 IAW the offerors cost accounting system.

12. The following efforts may also be required of the operating contractor during the contract performance period. If required, these efforts will be separately priced and funded, and may be awarded on either a firm fixed price (FFP) or cost reimbursable (CR) basis. Due to these efforts, Forward Pricing Rates must be provided each March/April of the prior year in order to utilize audited, negotiated rates.

a. Renovation of Ammunition: Renovation is defined as restoration of ammunition to a serviceable condition through repair or replacement of parts or components which are not readily removable. Renovation includes packing and marking, repair/upgrade, 100% inspection, relining, reconfiguration, conversion, and component replacement. Renovation efforts may be required on the following items:

Small Arms (9mm thru .50 cal)

Medium Calibur (20mm thru 40mm)

Large Calibur (60mm 155mm (Mortar, Howitzer, Tank)

Bombs

Grenades

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Rockets

Pyrotechnics

Simulators

Demolition Items

CADs/PADs

Fuzes

Explosive Components

Inert Ammunition

b. Support for Golden Cargo Exercise: Golden Cargo is an annual logistics exercise that links US Army Reserve and Guard Forces with real world ammunition logistics operations and training opportunities. The Joint Munitions Command (JMC) identifies, on an annual basis, the installations that will participate in this exercise. If HWAD is identified as a participating installation, the contractor will be required to provide life support to the troops participating. Life support requirements will be similar to those described at Attachment 0018.

c. Harvesting of Bombs. The harvesting effort includes removal of cluster bomb units (CBUs), removal of fuse and sensor from within the CBU, repackaging and shipping.

d. Support to Defense Ammunition Center (DAC) for Demilitarization Research and Development Projects. Descriptions of projects and contractor support required are located within the HWAD on-site Technical library.

e. Container Repair. If the Government requires containers to be repaired, that effort will be separately priced and negotiated.

13. The following efforts may impact HWAD operations during the life of the contract awarded as a result of this RFP:

a. Transfer of Base Support Operations management from Joint Munitions Command (JMC) to the U.S. Army Installation Management Command (IMCOM): In an attempt to align the special installations such as HWAD with the Army Enterprise Concept, the responsibility and oversight of the base support operations listed below may be transferred to IMCOM. Potential offerors will therefore be required to provide firm fixed prices for each of these efforts, as set forth on the pricing matrix shown at Attachment 0001 to the solicitation. Note these efforts are also to be included in the cost of services being priced under this effort, (Clins 0001 through 0006 and the Ceiling Priced Midas Families Pricing Matrix), IAW offerors cost accounting system, i.e., not separately priced in accordance with paragraph one (1). Should responsibility and oversight of these efforts be transferred to IMCOM these efforts will be separately priced and the costs identified for performing these efforts will be removed from the costs of services priced on the pricing matrix under clins 0001 through 0006 and the Ceiling Priced Midas Families Pricing Matrix:

Installation Security/Antiterrorism

Fire & Emergency Services

Safety

Environmental

Maintenance

Real Property Management and Accountability

Information Technology Services and Support

b. Army Family Housing (AFH): IMCOM is in the process of pursuing execution of an Enhanced Use Lease (EUL) in accordance with 10 U.S.C. Sec. 2667, for the AFH units located at HWAD. If an EUL comes to fruition, it is the Governments intent that all AFH efforts by the operating contractor awarded a contract resulting from this RFP will cease at the time of the EULs effective date.

c. Geothermal Effort: Test holes are currently being drilled within the HWAD in exploration of geothermal sources. If the drilling efforts prove successful, the Army intends to pursue construction of a geothermal power plant at HWAD. This effort is not within the current scope of the contract to be awarded as a result of this RFP, however, the operating contractor may be required to provide operation and maintenance support in the future.

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d. Projects In-Process at HWAD: Various projects are in process at Hawthorne Army Depot. As the projects are completed, the operating contractor must provide O&M support while in-process and after completion of the project at no additional cost to the Government. Examples include, but are not limited to: RF9, water treatment projects, and geothermal efforts.

14. During the life of this contract, the Government shall retain the right to modify the mission of HWAD.

15. The State of Nevada has a Possessory Use Tax, taxing all property used. It is the offerors responsibility to determine the impact of this tax on its proposal.

16. High Desert Special Operations Company (HDSOC) has a contract for the operation and maintenance of nine training ranges located on HWAD. The ranges are identified on maps located in the on-site technical library. This effort is not within the scope of the contract to be awarded as a result of this RFP. The operating contractor shall provide common levels of support such as, but not limited to: badging, access control, and environmental management system reporting, which is fenceline-to-fenceline.

17. HWAD currently serves as a training site for military units. The military troops require life support for such things as Receipt, Issue and Accountability of Ammunition, Use of Buildings and Billeting Quarters, Range Residue Disposal, Refuse Collection, Food & Table Services and Gasoline supply. Life support to troops training at HWAD is not included in the scope of this solicitation. Rather, this effort shall be performed on a 3rd Party basis by the winning offeror. As such, costs for maintenance and upkeep of Government buildings and facilities used in the life support effort shall not be charged to the contract resulting from this solicitation.

18. Armament Retooling & Manufacturing Support (ARMS). The successful offeror under this RFP will be required to assume any ARMS agreements in existence (if any) after 31 December 2010. The details of these agreements will be available in the on-site technical library. Refer to Attachment 0008 of the solicitation for the ARMS PWS.

19. The contract awarded as a result of this RFP is succeeding a contract subject to the Service Contract Act (SCA) under which substantially the same services were furnished in the same locality. Service employees were paid wages and fringe benefits provided for in Collective Bargaining Agreements (CBAs). Therefore, IAW Sections 2(a) and 4(c) of the SCA, as amended, employees employed by the contractor in performing services covered by the CBAs are to be paid wage rates and fringe benefits not less than those set forth in the current CBAs. The applicable CBAs are posted in the on-site technical library. In the event that the CBAs do not cover a particular labor category subject to the SCA, the prevailing wages set forth in attachment 0021 (DOL Prevailing Wage Determination - 2005-2333) shall apply. Applicable 401(k) and pension plans are posted in the on-site technical library. IAW FAR 52.222-43(b), Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts), the contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause. The conditions for which adjustments are provided are detailed at 52.222-43(d), subparagraphs 1-3.

20. Encumbrance. Offerors are advised that the current operating contractor (incumbent) may have on-going contracted work as of 31 December 2010. If that is the case, and the incumbent is not awarded the contract resulting from this RFP, it is up to the new operating contractor to work with the incumbent to arrive at an acceptable transition arrangement. This may include negotiating an assignment of any then on-going contracted work with the new operating contractor, or negotiating payments to the new operating contractor for services provided to the incumbent during the timeframe the incumbent completes such contracted work subsequent to 31 December 2010. Although the Government does not anticipate any encumbrances at this time, offerors are advised of the government's expectations in the event that encumbrances do exist.

21. Government Furnished Property. A listing of Government Furnished Property may be found on the Interactive Business Opportunities Page (IBOP) referenced in paragraph 24 below. All Government Furnished Property provided under the contract resulting from this RFP is on an as-is basis, as set forth in clause 52.245-2, Government Property Installation Operation Services. As such, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the contractors expense.

22. Potential offerors should note the force protection requirements and/or physical security equipment requirements identified in the Installation Security/Antiterrorism Performance Work Statement shown at Attachment 0011 of the solicitation, specifically paragraphs 5.5.1 - 5.5.3. These force protection requirements are not separately priced and the completion dates shall be provided as part of the Installation Security/Antiterrorism plan as identified in Attachment 0011. The maximum timeframe for project completion is 31 December 2015.

23. Housing. A separate PWS exists for Housing, located at Attachment 0009 of the solicitation. The rental rates for Army Family Housing (AFH), 67 units, is established by the Corp of Engineers. The current COE established rates are at Attachment 0022. The offeror must operate and maintain the housing IAW the PWS and will be funded for these efforts at a level of no more than the rental collection amounts. The rates for Unaccompanied Personnel Housing (UPH) are established by the offeror on a daily rate and are to be provided on the Pricing Matrix, Attachment 0001. The offeror must operate and maintain the UPH IAW with the Housing PWS and within the daily rates established in Attachment 0001.

24. Indemnification. Indemnification under Public Law 85-804 will not be granted under the contract awarded as a result of this RFP.

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25. Solicitation Information Available via the Web and via the On-Site Technical Library: Information concerning this solicitation is available from the following sources:

a. Public Web Site: The web address is <http://www.aschq.army.mil/ac/aaisdus/Hawthorne.aspx>. This site contains items that are available for public access. Items listed on this site include permits, energy usage data, and other non-restrictive information.

b. Web Site Within Interactive Business Opportunities Page (IBOP): This web site will contain items that are restrictive, and that are not available for public access. To gain access to this website, offerors must register with IBOP at <https://abop.monmouth.army.mil>. Once registered, offerors must complete the "Hawthorne Army Depot (HWAD) Acquisition Application Form" (available at the non-restrictive website referenced in paragraph (a) above) and submit the completed form to the Contracting Officer at barbara.j.hansen@us.army.mil. Upon approval from the Contracting Officer, offerors will receive notification of acceptance and will be provided with a link to the restricted HWAD document library within IBOP.

c. Technical Library located on-site at HWAD: The on-site technical library at HWAD will contain information that is not available to the public and is not posted to IBOP. Examples of items that will be within the Technical Library are maps of the installation (including an end-state, after consolidation completion, map), various reports and permits, and negotiated labor agreements. Offerors may access the technical library only by prior arrangement with the HWAD Government Staff.

26. This will be a Low Price, Technically Acceptable (LPTA) procurement. An award will be made to the offeror who is technically acceptable and who also proposes the lowest price. See Section L, Attachment 0027 of this RFP for detailed submission instructions. Failure to provide all information required by this section may render an offer unacceptable. See Section M, Attachment 0028 for the basis for award.

27. The Government reserves the right to award without discussions, but may open discussions with offerors if doing so is in the Government's best interest.

28. The Government reserves the right to conduct a preaward survey for any or all respondents, as well as their proposed subcontractors.

29. A Small Business Subcontracting Plan is required.

30. Orders under the contract resulting from this solicitation may be issued by standard mail, orally, by facsimile, or by electronic commerce methods.

31. A Site Visit is scheduled for 18-20 June 2010. Details concerning the site visit will be posted to the public web site (<http://www.aschq.army.mil/ac/aaisdus/Hawthorne.aspx>). Additional site visits (subsequent to the 18-20 June Site Visit) may be arranged through the HWAD government staff by contacting Ms. Jody Gonzales, (775)945-7013.

*** END OF NARRATIVE A0001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

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(RICC)

FEB/2010

In the event this contract is closed out, the GOVERNMENT RESERVES ALL ITS RIGHTS UNDER THE COST ACCOUNTING STANDARDS (CAS) PROVISIONS OF FEDERAL LAW including CAS 412, 413, and 416. These rights include but are not limited to such procedures and activities as accountings, segment closings, and adjustments as well as any other accounting practice or remedy that benefits the Government envisioned under the CAS provisions. Any contract language that states, suggests or means that "All Contractual Actions Have Been Completed and There are No Outstanding Balances on This Contract" does not affect this Government reservation of all its CAS rights under Federal law.

(End of Clause)

AS7100

A-3 52.246-4536 SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION
(RICC)

FEB/2010

(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, AMSJM-CDA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SUPPLY DEPOT OPERATIONS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>This CLIN absorbs all costs associated with the Supply Depot Operatins Performance Work Statement at Attachment 0003 and consists of the following three pricing elements:</p> <p>CLIN 0001AA Storage of Ammunition and Inert Items CLIN 0001AB Receipt of Ammunition and Inert Items CLIN 0001AC Issuance of Ammunition and Inert Items</p> <p>(End of narrative B001)</p>				
0002	<p><u>RECEIPT AND STORAGE OF MERCURY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>This CLIN is priced in accordance with the Performance Work Statement at Attachment 0004 and consists of the following two pricing elements:</p> <p>CLIN 0002AA Receipt of Mercury CLIN 0002AB Storage of Mercury</p> <p>(End of narrative B001)</p>				
0003	<p><u>DEMIL OF SPECIFIED FAMILIES OF AMMUNITION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>This CLIN is priced in accordance with the Performance Work Statement at Attachment 0005/</p> <p>(End of narrative B001)</p>				
0004	<p><u>GOVERNMENT STAFF SUPPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>This CLIN is priced in accordance with the</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>Performance Work Statement at Attachment 0006.</p> <p>(End of narrative B001)</p> <p><u>TENANT SUPPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>This CLIN is priced in accordance with the Performance Work Statement at Attachment 0007 and consists of the following three pricing elements:</p> <p>0005AA Marine Corps Program Office 0005AB Naval Undersea Warfare Center</p> <p>(End of narrative B001)</p>				
0006	<p><u>HOUSING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>This CLIN is priced in accordance with the Performance Work Statement at Attachment 0009.</p> <p>(End of narrative B001)</p>				
0007	<p><u>CDRLS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules as set forth at the Contract Data Requirements List (DD Form 1423), Exhibit A</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ ** NSP **	\$ ** NSP **

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THE PRICES FOR ALL CLINS SHALL BE SHOWN ONLY ON ATTACHMENT 0001, PRICING MATRIX. NO OTHER PRICING SHALL BE ACCEPTABLE.

THE PRICES FOR CEILING PRICED MIDAS FAMILIES SHALL BE SHOWN ONLY ON ATTACHMENT 0002, CEILING PRICED MIDAS FAMILIES. NO OTHER PRICING SHALL BE ACCEPTABLE.

*** END OF NARRATIVE B0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Applicable PWSs are shown at attachments 0003 through 0018, of this solicitation.
2. Throughout all PWSs, the words "shall" and "will" are used interchangeably. Both are used as a directive to express what is mandatory.
3. Additionally, Support to Visitors requirements are as follows:

In addition to required contract administration visits, the contractor shall support visits to HWAD from other Army, Navy, Marine Corps and Air Force entities. The contractor shall support only visitors that have visit approval from the Commander, HWAD. Contractor support includes pre-visit, on-site, and follow-up activities. Before the visit, the contractor may be required to review past findings, gather information and maps, plan meetings and arrange escorts. During the visit the contractor may be required to discuss its programs, provide information and maps, plan and participate in meetings, and escort visitors to various locations on the depot. After the visit the contractor may be required to respond to visit reports. These visits are not separately priced.

*** END OF NARRATIVE C0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE	AUG/1996
E-4	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT	MAY/2001
E-5	52.246-14	INSPECTION OF TRANSPORTATION	APR/1984
E-6	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION (AUG 2008) -- ALTERNATE I (AUG 2008)	AUG/2008
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-7	252.211-7003	ITEM IDENTIFICATION AND VALUATION	AUG/2008

(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.

"Governments 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 Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

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(3) For items produced under a time-and-materials contract, the Contractors 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 code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"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) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,		
Subline, or		
Exhibit Line	Item Number	Item Description

LISTING OF GOVERNMENT FURNISHED PROPERTY IS LOCATED IN THE ON-SITE TECHNICAL LIBRARY

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -4-.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) 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 at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).

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(10) Governments unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-8

52.247-4505
(RICC)TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR
SHIPMENTS

FEB/2010

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class 1 Explosives, require special Transportation Protective Services (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitivity category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable customer/military service policies in accordance with guidance provided by the Installation Transportation Officer (ITO), Contracting Officer Representative (COR)/Administrative Contracting Officer (ACO), or the Director of Transportation at the activity identified in block 7 of the Standard Form 33.

(b) Transportation officers/offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

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(FS7116)

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4501 US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008

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1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) 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 Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

(c) 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.

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at <https://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

1) Progress Payment (For use under contractually authorized Progress Payments)

2) Performance Based Payment (For use under contractually authorized Performance Based Payments)

3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

Issue DoDAAC: W52P1J

Admin DoDAAC*:

Inspect by DoDAAC*:

Contracting Officer*

Ship to Code*: (Not Required for Services)

Name of Offeror or Contractor:

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form 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 that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number
Delivery Order number (if applicable)
Shipment Number
Invoice Number
Item Number (CLIN Number from contract)
Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 52.203-4501 (RICC)	OPERATIONS SECURITY (OPSEC) REQUIREMENTS	MAR/2010

1. As defined in Army Regulation (AR) 530-1, Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, an Army organization, activity, family member, DA civilian or DoD contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.

2. The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract.

3. The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract location as soon as possible after contract award. Critical Information and threat information shall be used by the Contractors appointed OPSEC Manager to prepare an OPSEC Plan.

4. The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423 /DI-MGMT-80934A within 30 calendar days after receipt of the CI/threat information addressed in Paragraph 3 above. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 days of receipt.

5. The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.

6. The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information can not be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.

7. These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

(End of Clause)

HS7001

H-2 52.223-4506 LOCAL	PERMITS AND LICENSES	DEC/2000
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(a) In addition, the contractor agrees to furnish the necessary information, supporting documents and certifications to enable the installation commander to make application for any permits or licensing deemed required.

(b) The contractor agrees to furnish all information needed to assist the installation commander in submitting recurring reports required by permits/licenses.

(End of clause)

(HS7340)

Name of Offeror or Contractor:

H-3 52.223-4556 DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING JUN/1999
 LOCAL CONTRACT COMPLETION OR TERMINATION

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all applicable state and federal regulations.

(End of clause)

(HS7500)

H-4 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-6 The contractor shall provide to the Government, annually or at such other times as the Government may request, at no additional charge or cost, the following:

a. Copies of the most recent version of all Collective Bargaining Agreements (CBAs) covering its employees at the facility throughout the term of the contract, to include any options. The contractor understands and agrees that at such time as the Government solicits or begins the process for solicitation of a new or subsequent contract for all or part of the work covered by this contract, the Government shall have the right to make the most recent copies of the CBAs available through such means or media as it deems most appropriate for review by prospective offerors.

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b. Current copies or versions of work schedules, workload projections, and employment and/or layoff projections for each year of the contract. The contractor understands and agrees that the Government may be required to provide such information in response to Congressional or higher headquarters inquiries or requests. The contractor further understands and agrees that at such time as the Government solicits or begins the process for solicitation of a new or subsequent contract for all or part of the work covered by this contract, the Government shall have the right to make the most recent copies or versions of such work schedules, workload projections, and employment and/or layoff projections available through such means or media as it deems most appropriate for review by prospective offerors.

*** END OF NARRATIVE H0001 ***

H-7 During the life of this contract, the Government shall retain the right to modify the mission of HWAD.

*** END OF NARRATIVE H0002 ***

H-8 "Pre-Existing Conditions"

Notwithstanding any other provision of this contract, the Government shall retain the risk, liability, responsibility and obligation to pay for, remedy and/or defend any and all pre-existing conditions at HWAD, including but not limited to violations, remediation, corrective actions and closure and post-closure obligations under State and Federal Environmental statutes and regulations. It is the Governments intent that the contractor assume the risk and liability only for its own acts or omissions as well as the acts and omissions of any subcontractor that the contractor brings onsite while serving as the operating contractor.

The Governments liability referenced in the preceding paragraph includes claims for injury or damage to persons or property to the extent such claims are directly related to pre-existing conditions.

The Baseline of Current Conditions Reports for HWAD, dated 24 February 2009, is incorporated herein by reference. The contractor may also perform additional physical and environmental assessments and investigations within a reasonably prompt period after commencing operations at HWAD. The Baseline of Current Conditions Reports, together with the findings of any such assessments and investigations by the contractor, shall be treated by the parties as evidence of a condition which was pre-existing to this contract; however, these reports may not be inclusive of all pre-existing conditions."

*** END OF NARRATIVE H0003 ***

H-9 Contractor Responsibility for Safety:

The contractor is responsible for safety in accordance with DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives, and all other applicable safety requirements of this contract. The contractor and its employees are responsible for the safety of contractor operations and for the safety of all persons and property involved with or affected by contractor operations. Subject to all contract requirements, the contractor shall exercise its own independent judgment concerning the safety of its employees and its operations. The Government does not direct or control the manner of contractors operations. However, in the interest of preserving required mission capabilities and facilities, the Government has the right to conduct surveillance of the contractors operations and take appropriate action to ensure that the contractor remedies any and all contract violations.

The presence of Government officials and safety personnel on the installation and the fact that the Government conducts or provides inspections, investigations, surveys, oversight, concurrences, approvals, advice or recommendations concerning the safety of contractor operations shall not affect the contractors responsibility for safety.

The purpose of an Army investigation at the installation is to insure there are no conditions that adversely affect mission capability or combat readiness. Ensuring the safety of contractor employees is not the purpose of an Army investigation, since this is the contractors responsibility.

*** END OF NARRATIVE H0004 ***

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H-10 Installation Commanders Authority:

Notwithstanding the contractors responsibility for the safety of its employees and operations, the installation commander has the authority to stop operations or practices that, if allowed to continue, could reasonably be expected to result in death or serious physical harm to personnel, generate major system damage, or endanger the installations ability to accomplish its mission. This authority allows for shutdown of a suspect operation or practice prior to the elimination of the perceived danger through regular channels, including an immediate shutdown in those situations in which the installation commander determines that an activity presents an imminent hazard to life or property that threatens the mission of the Government.

*** END OF NARRATIVE H0005 ***

H-11 Third Party Property Use:

In accordance with established procedures, the contractor shall submit any requests to use the property for third party work to the Contracting Officer for approval. The contractor shall comply with all applicable provisions of the property management contract and any additional conditions that are placed on the particular third party property use approval. Failure to comply with the conditions of the property use approval will result in revocation of the approval to use the property for third party work.

*** END OF NARRATIVE H0006 ***

H-12 The contractor shall procure all necessary permits and licenses, obey and abide by all applicable laws, regulations, and ordinances and other rules of the USA, of the state, territory or subdivision thereof or any other duly constituted public authority wherein work is done.

(a) In addition, the contractor agrees to furnish the necessary information, supporting documents and certifications to enable the installation commander to make application for any permits or licensing deemed required.

(b) The contractor agrees to furnish all information needed to assist the installation commander in submitting recurring reports required by permits/licenses.

*** END OF NARRATIVE H0007 ***

H-13 Specific services pertaining to this contract, such as mailroom operations and IT services, will require contractor to have access to classified material up to and including the SECRET level. As such a Facility Security Clearance at the SECRET level is required to perform the efforts in the solicitation. Classified material must be handled IAW the current National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M; Department of the Army Information Security Program, AR 380-5; any local security classification guidance and source documents. Remaining security requirements, to include handling of sensitive information, are stated on the attached DD Form 254, Contract Security Classification Specification. Offerors must obtain a Facility Security Clearance prior to award in order to be eligible for award under this solicitation.

*** END OF NARRATIVE H0008 ***

H-14 Congressional Visits

GOCO installations must comply with Army Regulation 1-20. Therefore, the operating contractor shall forward any requests for visits by Members of Congress to the installation commander for approval. The operating contractor does not have the right to approve nor to disapprove a Congressional visit. The operating contractor shall not invite a Member of Congress to the installation without prior approval from the installation commander. The operating contractor may work with the Government staff in developing an agenda, if requested by the installation commander. A government representative will be present at all meetings with a Member of Congress held on

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the installation, at the commander's sole discretion. The operating contractor will follow all Army election year guidance concerning conduct during Congressional visits (see Army Regulation 360-1). Members of Congress and their staff are also subject to applicable laws, Executive Orders, and ARs pertaining to access to classified and personnel information (AR 380-5 and AR 340-21). For purposes of this section, the term "Member of Congress" includes not only U.S. Senators and Representatives, but also anyone from the district staff of a Member, the DC staff of a Member, or the professional staff of a Congressional committee.

*** END OF NARRATIVE H0009 ***

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP/2007
I-14	52.204-10	REPORTING SUBCONTRACT AWARDS	SEP/2007
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-16	52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS	APR/2010
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	MAR/2009
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-20	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-23	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COSTS OR PRICING DATA--MODIFICATIONS	OCT/1997
I-26	52.216-8	FIXED FEE	MAR/1997
I-27	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR/2008
I-28	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) -- ALTERNATE II (OCT 2001)	OCT/2001
I-29	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-30	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-31	52.222-3	CONVICT LABOR	JUN/2003
I-32	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/2005
I-33	52.222-6	DAVIS-BACON ACT	JUL/2005
I-34	52.222-7	WITHHOLDING OF FUNDS	FEB/1988
I-35	52.222-9	APPRENTICES AND TRAINEES	JUL/2005
I-36	52.222-10	COMPLIANCE WITH COPELAND ACT	FEB/1988
I-37	52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL/2005
I-38	52.222-12	CONTRACT TERMINATION--DEBARMENT	FEB/1988
I-39	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB/1988
I-40	52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB/1988
I-41	52.222-15	CERTIFICATION OF ELIGIBILITY	FEB/1988
I-42	52.222-16	APPROVAL OF WAGE RATES	FEB/1988
I-43	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-44	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999

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I-45	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-46	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-47	52.222-32	DAVIS-BACON ACT--PRICE ADJUSTMENT (ACTUAL METHOD)	DEC/2001
I-48	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-49	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-50	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-51	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-52	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP/2009
I-53	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-54	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-55	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	DEC/2007
I-56	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) -- ALTERNATE I (AUG 2003)	AUG/2003
I-57	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) -- ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)	AUG/2003
I-58	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-59	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-60	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-61	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-62	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC/2007
I-63	52.223-16	STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC/2007
I-64	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY/2008
I-65	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-66	52.224-2	PRIVACY ACT	APR/1984
I-67	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-68	52.226-6	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS	MAR/2009
I-69	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-70	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-71	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-72	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-73	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-74	52.230-2	COST ACCOUNTING STANDARDS	OCT/2008
I-75	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT/2008
I-76	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
I-77	52.232-1	PAYMENTS	APR/1984
I-78	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-79	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-80	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-81	52.232-11	EXTRAS	APR/1984
I-82	52.232-17	INTEREST	OCT/2008
I-83	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-84	52.232-20	LIMITATION OF COST	APR/1984
I-85	52.232-22	LIMITATION OF FUNDS	APR/1984
I-86	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-87	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-88	52.232-25	PROMPT PAYMENT	OCT/2008
I-89	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-90	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-91	52.233-1	DISPUTES	JUL/2002
I-92	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-93	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-94	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-95	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-96	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-97	52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP/2008
I-98	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996

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I-99	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-100	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-101	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-102	52.242-13	BANKRUPTCY	JUL/1995
I-103	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-104	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-105	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-106	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-107	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR/2010
I-108	52.245-9	USE AND CHARGES	JUN/2007
I-109	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-110	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-111	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-112	52.248-1	VALUE ENGINEERING	FEB/2000
I-113	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-114	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-115	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-116	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-117	52.249-14	EXCUSABLE DELAYS	APR/1984
I-118	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-119	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-120	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-121	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-122	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-123	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-124	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-125	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
I-126	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-127	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-128	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-129	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-130	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-131	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-132	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-133	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-134	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-135	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-136	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-137	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JAN/2009
I-138	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-139	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	MAY/2007
I-140	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-141	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-142	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2008
I-143	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-144	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-145	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-146	252.227-7000	NON-ESTOPPEL	OCT/1966
I-147	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-148	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-149	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	NOV/1995
I-150	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-151	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-152	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995

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I-153	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-154	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-155	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-156	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	DEC/2007
I-157	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-158	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-159	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-160	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-161	252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	JUN/2004
I-162	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-163	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	JUL/2009
I-164	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-165	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-166	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	AUG/2009
I-167	252.245-7000	GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY	DEC/1991
I-168	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-169	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-170	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-171	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007

(a) Definition.

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

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

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

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DOD INSPECTOR GENERAL, ATTN: DEFENSE HOTLINE, 400 ARMY NAVY DRIVE, WASHINGTON, DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract

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

(2) Is performed entirely outside the United States.

(End of clause)

I-172 52.216-7 ALLOWABLE COST AND PAYMENT DEC/2002

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(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

Name of Offeror or Contractor:

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

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

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

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

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

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

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

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

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

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

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

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

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

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

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

Name of Offeror or Contractor:

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

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

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

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

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

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

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

(End of Clause)

I-173 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD THROUGH 31 DECEMBER 2015, OR IF THE OPTION IS AWARDED, THEN THROUGH 31 DECEMBER 2020.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I-174 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 short ton for either storage or demil (CLINs 0001, 0002, 0003), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of:

- CLIN 0001
0001AA, 449,999 s/tons
0001AB, 19,999 s/tons
0001AC, 25,000 s/tons

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Name of Offeror or Contractor:

CLIN 0002, 4,800 s/tons
CLIN 0003, 40,000 s/tons

(2) Any order for a combination of items in excess of:

CLIN 0001
0001AA, 449,999 s/tons
0001AB, 19,999 s/tons
0001AC, 25,000 s/tons

or,

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-175 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2021.

(End of Clause)

I-176 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

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

(End of Clause)

I-177 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of its expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract

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expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

I-178 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed (n/a) or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of Clause)

I-179 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits	
<u>Employee Class</u>	<u>GS/WG</u>	<u>Rate</u>
Air Conditioning Equipment Mechanic	WG-10	\$23.96
Alarm Room Operator	GS-05	\$14.74
Automotive Mechanic	WG-08	\$21.56
Battery Repairman	WG-08	\$21.56
Blocker and Bracer	WG-08	\$21.56
Boiler Plant Operator	WG-10	\$23.96
Boilermaker	WG-10	\$23.96
Boxcar Repairman	WG-09	\$22.75
CAD Draftsman I	GS-05	\$14.74
CAD Draftsman II	GS-07	\$18.26
Carpenter	WG-09	\$22.75
Chemical Laboratory Aide	GS-06	\$16.44
Chemical Laboratory Technician	GS-06	\$16.44

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Name of Offeror or Contractor:

Clerk Typist	GS-04	\$13.18
Clerk Typist General	GS-04	\$13.18
Conductor/Motor Vehicle Loader	WG-08	\$21.56
Dispatcher	GS-05	\$14.74
Electrician	WG-10	\$23.96
Electromotive Equipment Mechanic	WG-09	\$22.75
Electronic System Inspector Technician	WG-10	\$23.96
Electronics Technician	WG-08	\$21.56
Engineer, Locomotive Diesel/MVO	WG-09	\$22.75
Environmental Tech	GS-07	\$18.26
Equipment Mechanic	WG-10	\$23.96
Equipment Operator	WG-05	\$18.00
Facilities Mechanic	WG-09	\$22.75
Firefighter	GS-06	\$16.44
Firefighter/Training Officer	GS-06	\$16.44
Guard I	GS-04	\$13.88
Guard II	GS-05	\$14.74
Heavy Equipment/Crane Operator	WG-10	\$23.96
Heavy Equipment Mechanic	WG-10	\$23.96
High Voltage Electrician	WG-10	\$23.96
Instrument Tech	WG-10	\$23.96
Janitor	WG-02	\$14.44
Laborer	WG-02	\$14.44
Laborer-Light	WG-02	\$14.44
Licensed Practical Nurse	GS-03	\$11.74
Locksmith	WG-09	\$22.75
Mail Clerk	GS-02	\$10.76
Maintenance Control Clerk	GS-05	\$14.74
Maintenance Control Specialist	WG-08	\$21.56
Maintenance Control Technician	GS-05	\$14.74
Material Segregator/Classifier	WG-07	\$20.38
Motor Vehicle Loader	WG-08	\$21.56
Motor Vehicle Operator	WG-07	\$20.38
Munitions Controller	GS-09	\$22.34
Munitions Destroyer	GS-09	\$22.34
Munitions Handler	GS-09	\$22.34
Nursing Assistant	GS-01	\$ 9.57
Painter	WG-09	\$22.75
Parts Room Attendant	WG-04	\$16.82
PC Support Tech I	GS-09	\$22.34
PC Support Tech II	GS-11	\$27.03
Personnel Assistant I	GS-03	\$11.74
Personnel Assistant II	GS-04	\$13.18
Pest Controller	WG-07	\$20.38
Petroleum Tech	WG-06	\$19.19
Pipefitter/Plumber	WG-10	\$23.96
Property Disposal Technician	GS-11	\$27.03
Property Technician	GS-11	\$27.03
Quality Assurance Inspector	GS-11	\$27.03
Railroad Equipment Operator	WG-10	\$23.96
Railroad Repairman	WG-10	\$23.96
Housing Maintenance Control Technician	GS-09	\$22.34
Rigger	WG-10	\$23.96
Secretary	GS-04	\$13.18
Sheet-Metal Mechanic	WG-10	\$23.96
Supply Clerk	WG-04	\$16.82
Supply Specialist	GS-07	\$18.26
Supply Technician	GS-07	\$18.26
Surveillance Expeditor	GS-06	\$16.44
Telecom Mechanic	WG-10	\$23.96
Temporary General Worker	WG-08	\$21.56
Tire Repairman	WG-06	\$19.19
Tool Room Specialist	WG-05	\$18.00
Toolmaker/Machinist	WG-10	\$23.96
Traffic Clerk	GS-05	\$14.74

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Traffic Specialist	GS-07	\$18.26
Traffic Technician	GS-07	\$18.26
Warehouse Person	WG-05	\$18.00
Water Operator	WG-09	\$22.75
Water Treatment Plant Operator	WG-08	\$21.56
Welder	WG-10	\$23.96
Human Resources Director	GS-15	\$53.55
General Manager	GS-14	\$45.52
Controller	GS-14	\$45.52
Director Base Services	GS-15	\$53.55
Contract Administration & Purchasing	GS-15	\$53.55
Director Depot Protection	GS-15	\$53.55
Director, Munitions	GS-15	\$53.55
Manager, Accounting	GS-14	\$45.52
Manager, Budget	GS-14	\$45.52
Manager, Marketing	GS-14	\$45.52
Manager, Human Resources	GS-14	\$45.52
Manager, Physical & Industrial Security	GS-14	\$45.52
Manager, Guard Operations	GS-14	\$45.52
Chief, Fire and Emergency Services	GS-14	\$45.52
Manager, Information Services	GS-14	\$45.52
Purchasing Officer	GS-14	\$45.52
Manager, Safety	GS-14	\$45.52
Manager, Quality Assurance	GS-14	\$45.52
Manager, Environmental Services	GS-14	\$45.52
Deputy Director, Logistics	GS-14	\$45.52
Manager, Production Planning & Business Development	GS-14	\$45.52
Manager, Demilitarization & Special Projects	GS-14	\$45.52
Manager, Chemistry Lab	GS-14	\$45.52
Manager, Engineering	GS-14	\$45.52
Manager, Equipment Management	GS-14	\$45.52
Manager, Maintenance Planning & Housing	GS-14	\$45.52
Manager, Facilities & Utilities	GS-14	\$45.52
Manager, Grounds	GS-14	\$45.52

(End of Clause)

I-180

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

Name of Offeror or Contractor:

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

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Name of Offeror or Contractor:

I-181 52.244-2 SUBCONTRACTS

JUN/2007

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors 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 Officers written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

(vi) The subcontractors 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 cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors 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 subcontractors 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;

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Name of Offeror or Contractor:

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

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

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors 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 Contractors purchasing system as set forth in FAR Subpart 44.3.i

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

I-182 52.246-20 WARRANTY OF SERVICES MAY/2001

(a) Definitions.

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor WITHIN 30 DAYS OF ACO NOTIFICATION OF DEFECT OR NONCONFORMANCE.

This notice shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

I-183 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

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MOD/AMD

Name of Offeror or Contractor:

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE

NATIONAL
STOCK NUMBERSENSITIVITY/
CATEGORY

ITEMS AS LISTED IN EACH DELIVERY ORDER

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-184

252.232-7007

LIMITATION OF GOVERNMENT'S OBLIGATION

MAY/2006

(a) Contract line item 0001 is incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract

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will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$5,000,000.00

Remaining requirement to be incrementally funded as funds become available.

(End of clause)

I-185 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES MAR/2010

(a) The Government has identified all or a portion of the services performed under this contract as essential contractor services in support of mission-essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission-essential functions are logistics and life services (security, fire service, safety, water, electrical, garbage and cleaning services).

(b) The Contractor shall provide a written plan for continuing the performance of essential contractor services identified in paragraph (a) of this section during a crisis.

(1) The Contractor shall identify in the plan the provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(3) The Contractor shall maintain and update its plan as necessary and adhere to its requirements throughout the contract term. The Contractor shall not materially alter the plan without the Contracting Officer's consent.

(4) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with

Name of Offeror or Contractor:

Government efforts to test the effectiveness of continuity of operations procedures and practices.

(c) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in paragraph (a) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, ``Emergency Acquisitions'' May 2007 and FAR and DFARS subparts 18 and 218, respectively, or any other subsequent emergency guidance issued.

(e) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price as soon as is practicable after receipt of the Contractor's proposal.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for the essential services.

(End of Clause)

I-186 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND DEC/1991
SERVICES

(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: HAWTHORNE ARMY DEPOT

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from ATTACHMENT 0019, GOVERNMENT PROPERTY LIST. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with CIRRENT AND FUTURE GOVERNMENT TELECOMMUNICATIONS EQUIPMENT/SERVICES.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

Name of Offeror or Contractor:

(End of clause)

I-187 52.203-4500 SECRECY AGREEMENTS FEB/1993
LOCAL

(a) The data furnished by the Government to the Operating Contractor of the HAWTHORNE ARMY DEPOT may be used only for the operation of the plant.

(b) No other use of this data is authorized without the specific written permission of the Contracting Officer.

(End of clause)

(IS6102)

I-188 52.228-4567 REQUIRED INSURANCE MAY/2005
LOCAL

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

<u>TYPE</u>	<u>AMOUNT</u>
Workmens Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000
General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-189 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting

Name of Offeror or Contractor:

Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of Clause)

I-190

52.219-4

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

JUL/2005

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concerns employees or the employees of other HUBZone small business concerns; or

Name of Offeror or Contractor:

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concerns employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I-191 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-00009) MAY/2004

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that it meets the criteria consistent with 13 CFR 124.1002--

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"Veteran-owned small business concern" means a small business concern--

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(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I-192

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-193 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

(h) The Governments 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 subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

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

Name of Offeror or Contractor:

(End of Clause)

I-194 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012) JUN/2007

(a) Definitions. As used in this clause

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

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Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time

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(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information

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necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

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- (1) Date of incident (if known).
 - (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
 - (3) Quantity.
 - (4) Unique Item Identifier (if available).
 - (5) Accountable Contract number.
 - (6) A statement indicating current or future need.
 - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
 - (8) All known interests in commingled property of which the Government property is a part.
 - (9) Cause and corrective action taken or to be taken to prevent recurrence.
 - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
 - (11) Copies of all supporting documentation.
 - (12) Last known location.
 - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
 - (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
 - (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property.
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
 - (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.
 - (3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

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(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

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(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority

- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
- (B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;

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(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Mononuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

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(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(1) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of clause)

I-195 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

I-196 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-197 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS (DEVIATION -- #2008-00008) FEB/2009

This clause supplements either FAR clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), whichever of those two clauses is included in this contract.

(a) Definitions.

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

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

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

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal when:

Name of Offeror or Contractor:

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

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

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractors small business subcontracting goal.

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

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

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

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

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

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

(i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administration has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractors individual subcontracting plans:

- (A) Department of the Army
- (B) Department of the Navy
- (C) Department of the Air Force
- (D) Defense Advance Research Projects Agency
- (E) Defense Contract Management Agency
- (F) Defense Commissary Agency
- (G) Defense Finance and Accounting Service
- (H) Defense Information System Agency
- (I) Defense Logistics Agency
- (J) Defense Media Center
- (K) Defense Micro Electronics Activity
- (L) Department of Defense Education Activity
- (M) Defense Security Cooperation Agency
- (N) Defense Security Service
- (O) Defense Threat Reduction Agency
- (P) Missile Defense Agency
- (Q) Tricare Management Agency
- (R) United States Special Operations Command
- (S) United States Transportation Command
- (T) Uniformed Services University of the Health Sciences
- (U) Washington Headquarters Services

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

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

(ii) The authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractors individual subcontracting plans.

(iii) The authority to acknowledge or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

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(iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

(End of Clause)

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252.223-7001

HAZARD WARNING LABELS

DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.)

ACT

_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-199

52.203-5000
(ACC)

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

JAN/2009

FAR 52.203-13(b)(3)(i), also included in Section I of this document, requires submission of certain information to the "agency Office of the Inspector General (OIG)". Within the Department of Defense (DoD), the designated agency Office of the Inspector General (OIG) is the DoD OIG at the following address:

Office of the Inspector General
United States Department of Defense
Investigative Policy and Oversight
Contractor Disclosure Program

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Name of Offeror or Contractor:

400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011

(End of Clause)

I-200 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-201 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005
a. This clause does not apply to small business concerns.

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

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

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-202 52.222-4500 DISMISSALS FEB/1993
LOCAL

The Contracting Officer may require the contractor to dismiss from work any employee or employees whose retention is deemed to be not in the public interest because of the misconduct of the employee for reasons of security; subject, however, to appeal under the provisions of Article entitled Disputes for reinstatement of such employees.

(End of clause)

(IS7024)

I-203 52.229-4562 CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) FEB/2010
(RICC)

If this contract contains either 52.245-1, Government Property (Deviation 2007-00012), 52.245-1 - Alternate I (Deviation 2007-00012), or 52.245-1 - Alternate II (Deviation 2007-00012), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

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MOD/AMD

Name of Offeror or Contractor:

(IS7002)

I-204 52.242-4509 FINAL BILLING
LOCAL

FEB/1993

The final billing of individual PRONS/sub-CLINS shall be accomplished within 75 days after:

- (a) The end of the month in which the PRON-subCLIN was physically and financially complete, with less than \$200,000 or 1% of total indirect cost whichever is greater, being incurred in the Contractor's fiscal year, or;
- (b) Completion of the Contractor's fiscal year including the results of annualized overhead rates.

(End of clause)

(IS7023)

I-205 52.245-4534 REQUEST FOR USE OF ACCOUNTABLE PROPERTY
LOCAL

NOV/1992

- (a) The Contractor agrees that any request for use of accountable property is at no direct cost to the Government.
- (b) Any request for use of accountable property must identify the prime solicitation or contract number (if you are a subcontractor then include your subcontract number and the prime contractor's name, address and prime solicitation or prime contract number), the item, quantity, period of use and the agency, the Contracting Officer's name, address and phone number of the prime solicitation or prime contract for which use is requested. If you are a subcontractor then you should obtain this information from your prime contractor well in advance of any request for use of accountable property.

(End of clause)

(IS7040)

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLS			
Attachment 0001	PRICING MATRIX			
Attachment 0002	CEILING PRICED MIDAS FAMILIES			
Attachment 0003	SUPPLY DEPOT OPERATIONS PWS			
Attachment 0004	RECEIPT AND STORAGE OF MERCURY PWS			
Attachment 0005	DEMILITARIZATION OF SPECIFIED FAMILIES OF AMMUNITION PWS			
Attachment 0006	GOVERNMENT STAFF SUPPORT PWS			
Attachment 0007	TENANT SUPPORT PWS			
Attachment 0008	ARMAMENT, RETOOLING AND MANUFACTURING SUPPORT PWS			
Attachment 0009	HOUSING PWS			
Attachment 0010	PROPERTY IN THE POSSESSION OF THE CONTRACTOR PWS			
Attachment 0011	INSTALLATION SECURITY/ANTITERRORISM PWS			
Attachment 0012	SAFETY PWS			
Attachment 0013	ENVIRONMENTAL PWS			
Attachment 0014	FIRE & EMERGENCY SERVICES PWS			
Attachment 0015	INFORMATION TECHNOLOGY SERVICES AND SUPPORT PWS			
Attachment 0016	MAINTENANCE PWS			
Attachment 0017	OCCUPATIONAL HEALTH CLINIC PWS			
Attachment 0018	UTILITY METERING PWS			
Attachment 0019	GOVERNMENT PROPERTY LISTING - PROVIDED ON IBOP			
Attachment 0020	STORAGE, ISSUES AND RECEIPTS ESTIMATE			
Attachment 0021	WAGE DETERMINATION			
Attachment 0022	COE ARMY FAMILY HOUSING RATES			
Attachment 0023	SAMPLE ACQUISITION OPSEC PLAN			
Attachment 0024	DD FORM 254			
Attachment 0025	UTILITY METERING SPECIFICATIONS			
Attachment 0026	PERFORMANCE REQUIREMENTS SUMMARY			
Attachment 0027	SECTION L - INSTRUCTIONS TO OFFERORS			
Attachment 0028	SECTION M - BASIS FOR AWARD			

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Name of Offeror or Contractor:

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

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION	JUL/2009
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2005
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-6	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-7	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-8	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	FEB/2009

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$35.5M.

(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 n/a employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, 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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations 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 solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation 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 solicitations expected to exceed \$100,000.

Name of Offeror or Contractor:

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations 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 solicitations 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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations 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.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations 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 \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

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

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

Name of Offeror or Contractor:

and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations 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) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 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 at <http://orca.bpn.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 solicitation 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 solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

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

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

- (1) The total value of all current, active contracts and grants, including all priced options; and
 - (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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

(End of provision)

K-10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and

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reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

K-11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2008

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 \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official

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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 subparagraph (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 subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes

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[] no

(End of provision)

K-12 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

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 solicitation using the changed practice for the period of performance for which the practice will be used; and

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

(End of Provision)

K-13 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) MAY/2010

Substitute the following paragraph (c) for paragraph (c) of the provision at FAR 52.204-8.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Instructions to offerors regarding proposal information is found at Attachment 0024.

*** END OF NARRATIVE L0001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR/2008
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT/2000
L-7	52.237-1	SITE VISIT	APR/1984
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	DEC/2006
L-9	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) -- ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

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

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

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

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

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

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

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the

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reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(c) When the proposal is submitted, also submit one copy each to:

- (1) the Administrative Contracting Officer, and
- (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media:

EACH DELIVERY ORDER SHALL HAVE SPECIFIC REQUIREMENTS

(End of Provision)

L-10 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a FFP/COST REIMBURSABLE IDIQ PROPERTY MANAGEMENT contract resulting from this solicitation.

(End of Provision)

L-11 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MRS. BARBARA J. HANSEN, CCRC-AL, BARBARA.J.HANSEN@US.ARMY.MIL, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299

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

(End of Provision)

L-12 52.247-4 INSPECTION OF SHIPPING AND RECEIVING FACILITIES APR/1984

(a) Offerors are urged to inspect the shipping and receiving facilities where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance.

(b) Site visits have been scheduled as follows:

January 11-13, 2010. See Section A, paragraph 30 for additional information.

(c) For further information offerors may contact:

Barbara J. Hansen, barbara.j.hansen@us.army.mil

L-13 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING OCT/1997

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(a) Exceptions from cost or pricing data.

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(End of Provision)

L-14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

L-15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

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Name of Offeror or Contractor:

L-16 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
LOCAL

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

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(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

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Vendors Electronic Mail Address: _____

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(End of provision)

(LS7100)

L-17 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS JAN/2010
LOCAL

(a) Should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Rock Island entrance gate, and proceed to the Visitor's Center to obtain a security badge/registration. The Visitor's Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor's Center attendant to contact the Army Contracting Command, Rock Island Contracting Center, Bid, Quote and Proposal Receiving Area, (309) 782-8046/3218/8691. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

(b) Deliveries made between 3:30 p.m. and 4:00 p.m. CT will be handled by the Police Officer at the Rock Island entrance gate. The Police Officer will call the Army Contracting Command, Rock Island Contracting Center, Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal.

(c) Delivery is to be made to Building 60, 3rd Floor, Southwest Bay near the Southwest Elevator, "Bid, Quote, and Proposal Receiving Area", (309)782-8046/3218/8691.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

L-18 52.215-4579 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002
LOCAL OTHER THAN COST OR PRICING DATA

(a) Cost or pricing data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 Alternate I along with your proposal.

(b) The cost or pricing data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

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Name of Offeror or Contractor:

(c) (1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5 floppy disks, ZIP drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using PK Zip or WinZip, to expedite upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ MS Excel, or compatible software, you need not submit digital media.

(End of provision)

(LS7014)

L-19 52.215-4583 DISCLOSURE OF UNIT PRICES
LOCAL

FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-20 52.233-4503 AMC-LEVEL PROTEST PROGRAM

MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel at (703) 806-8762 to obtain the AMC-Level Protest Procedures.

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Name of Offeror or Contractor:

L-21 52.245-4006 SUBMISSION REQUIREMENTS FOR USE OF GOVERNMENT-OWNED PROPERTY AUG/2007
(CCRC)

(a) In accordance with FAR 45.103(a)(2), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government property. Throughout this clause, the term Government property includes Government-owned real property and Government-owned production and research property.

(b) If an offeror plans to use any item of Government property in the possession of the offeror or its proposed subcontractors under any contract or agreement independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying the contract or agreement under which the property is held.

Offer is predicated on the use of Government property in the offerors possession.

Offer is predicated on the use of Government property in the possession of the offerors proposed subcontractors or vendors.

Identification of the contract or other agreement under which the property is held:

- Type of contract or agreement:

- Number and date:

- Cognizant Government agency (including address):

(c) The offeror is required to submit with its offer:

(1) The written permission of the contracting officer having cognizance of the property to use of that property in the performance of any contract resulting from this solicitation, and whether such use will be on a rental or rent-free basis.

(2) A list of all Government property which the offeror, or its anticipated subcontractors or vendors, propose to use on a rent-free basis as well as the dates of proposed use. This list shall include a brief description of the item, Government Identification Number, original acquisition cost, year of manufacture and location.

(3) With respect to the proposed use of real property, an evaluation factor calculated in accordance with FAR 52.245-9(e)(1) or FAR 52.245-9(e)(3). The offeror shall provide complete supporting information that details the calculation of the evaluation factor utilizing Microsoft Excel or a Microsoft compatible electronic media. These electronic spreadsheets shall contain functioning formulas and algorithms.

(4) With respect to the proposed use of production and research property, an evaluation factor calculated in accordance with FAR 52.245-9(e)(2) or FAR 52.245(e)(3). The offeror shall provide complete supporting information that details the calculation of the evaluation factor utilizing Microsoft Excel or a Microsoft electronic media. These electronic spreadsheets shall contain functioning formulas and algorithms.

(End of provision)

(LS7005)

L-22 52.247-4574 F.O.B. POINT (RFPs) SEP/1995
LOCAL

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
M-2	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-3	252.211-7004	ALTERNATE PRESERVATION, PACKAGING, AND PACKING	DEC/1991
M-4	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-5	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

TRANSITION PLAN, TECHNICAL APPROACH and PRICE - LPTA

See Attachment 0028, Section M, Basis for Award

(End of provision)

(MS6001)

M-6	52.215-4511 (CCRC)	PPIRS-SR STATISTICAL REPORTING TEST	FEB/2009
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(1) The offerors past performance shall be evaluated in accordance with FAR 13.106-2 or 15.305(a)(2), as applicable. This procurement is subject to Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR), authorized by the Department of Defense for use by participating activities during the acquisition of supplies and services. The quality and delivery classifications identified for an offeror in PPIRS-SR will be used in conjunction with other provisions of this solicitation in performing the past performance evaluation.

(2) The purpose of the PPIRS-SR is to provide contracting personnel with quantifiable past performance information regarding delivery and quality, as collected from existing DoD reporting systems, during the source selection process. PPIRS-SR uses the past performance data collected to classify each suppliers performance by Federal Supply Class(es) or Service Code(s).

(3) Quality: The method used in PPIRS-SR to classify the quality of a suppliers past performance is a comparison of quality records among all suppliers who have provided goods or services to the Federal Government which are categorized in the same Federal Supply Class or Service Class (FSC). Based on the comparison among suppliers in a specific FSC group, suppliers are classified by PPIRS-SR into a color rating that represents the suppliers overall quality performance for that specific Federal Supply Class or Service Class. The following is a summarization of the PPIRS-SR classification colors:

Dark Blue:	Top 5% of suppliers in FSC group*
Purple:	Next 10% of suppliers in FSC group*
Green:	Next 70% of suppliers in FSC group*
Yellow:	Next 10% of suppliers in FSC group*
Red:	Bottom 5% of suppliers in FSC group*

* If all supplier performance ratings for an entire FSC group are equal, all suppliers in that group will be classified Green.

(4) Delivery: Supplier delivery past performance is classified in PPIRS-SR by the suppliers Weighted Delivery Score. Delivery scores are calculated using the number of line items delivered and a weighting factor, which reflects the length of time a delivery was overdue.

(5) PPIRS-SR classifications are established monthly for each supplier and can be reviewed at www.ppirs.gov. Suppliers are granted

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access to PPIRS-SR for their own classifications. Offerors are encouraged to review their own classifications as well as the PPIRS-SR reporting procedures and methodology detailed in the PPIRS-SR Procedures Manual and the PPIRS-SR User Guide available at www.ppirs.gov. The method to challenge a rating is also found on the identified website.

(MS7011)

(End of Provision)

M-7

52.245-4007

EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PROPERTY

AUG/2007

(CCRC)

(a) To eliminate the competitive advantage resulting from the rent-free use of Government-owned property (including real property and production and research property), an evaluation factor calculated in accordance with FAR 52.245-9(e) shall be added to each offer that is predicated on the use of Government-owned property.

(b) This evaluation procedure shall not be applicable to any Government-owned property held by the offeror or its anticipated subcontractors or vendors under a valid lease or rental agreement with the Government whereby the offeror or its anticipated subcontractors or vendors is granted the right to use such property and must pay a rental fee thereon for the entire leasehold/rental period irrespective of actual usage.

(End of provision)

MS7005

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS7002	52.204-7000 LOCAL	01-JUN-2005	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)
ADDED	AS7100	52.231-4510 (RICC)	01-FEB-2010	RESERVATION
ADDED/PUSH	AS7003	52.246-4536 (RICC)	01-FEB-2010	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION

SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF00006	52.246-4	01-AUG-1996	INSPECTION OF SERVICES--FIXED-PRICE
ADDED/PUSH	EF00007	52.246-5	01-APR-1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
ADDED	EF00010	52.246-7	01-AUG-1996	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE
ADDED	EF00011	52.246-8	01-MAY-2001	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT
ADDED/PUSH	EF00017	52.246-14	01-APR-1984	INSPECTION OF TRANSPORTATION
ADDED/PUSH	EF00018	52.246-15	01-APR-1984	CERTIFICATE OF CONFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE

ADDED/PUSH	FF00002	52.242-15	01-AUG-1989	STOP-WORK ORDER
ADDED/PUSH	FF00003	52.242-15	01-APR-1984	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)
ADDED	FF00005	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF00006	52.247-29	01-FEB-2006	F.O.B. ORIGIN
ADDED	FA00001	252.211-7003	01-AUG-2008	ITEM IDENTIFICATION AND VALUATION (AUG 2008) -- ALTERNATE I (AUG 2008)
ADDED/PUSH	FA00003	252.211-7007	01-NOV-2008	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY
CHANGED	FA60001	252.211-7003	01-AUG-2008	ITEM IDENTIFICATION AND VALUATION

(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

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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.

"Governments unit acquisition cost" means

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

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractors 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 Contractors 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, GSI Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"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, subtitle, or exhibit line item.

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(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line	Item Number	Item Description
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LISTING OF GOVERNMENT FURNISHED PROPERTY IS LOCATED IN THE ON-SITE TECHNICAL LIBRARY

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -4-.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) 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 at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following

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information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

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ADDED	FS7116	52.247-4505 (RICC)	01-FEB-2010	TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR SHIPMENTS
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SECTION G - CONTRACT ADMINISTRATION DATA

AUTO	GS7001	52.232-4501	01-AUG-2008	US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

DELETED	HS6075	52.245-4506 LOCAL	01-OCT-1994	GOVERNMENT FURNISHED PROPERTY
AUTO/DEL	HS6025	52.246-4557 LOCAL	01-JAN-1995	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)
AUTO/DEL/RG	HA70005	252.222-7999	01-FEB-2010	ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION 2010-00004)
ADDED/PUSH	HS7001	52.203-4501 (RICC)	01-MAR-2010	OPERATIONS SECURITY (OPSEC) REQUIREMENTS
ADDED/PUSH	HS7340	52.223-4506 LOCAL	01-DEC-2000	PERMITS AND LICENSES
ADDED/PUSH	HS7500	52.223-4556 LOCAL	01-JUN-1999	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION
AUTO	HS7015	52.242-4591	01-DEC-2005	CONTRACTOR PERFORMANCE INFORMATION
AUTO/DEL	HS7600	52.247-4545 (RICC)	01-MAY-1993	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

SECTION I - CONTRACT CLAUSES

AUTO	IF00359	52.202-1	01-JUL-2004	DEFINITIONS
AUTO	IF00002	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF00003	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF00004	52.203-6	01-SEP-2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF00006	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF00007	52.203-8	01-JAN-1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00008	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00009	52.203-12	01-SEP-2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
UPDATED	IF00369	52.203-13	01-APR-2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
ADDED/PUSH	IF00010	52.204-2	01-AUG-1996	SECURITY REQUIREMENTS
AUTO	IF00013	52.204-4	01-AUG-2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF00014	52.204-7	01-APR-2008	CENTRAL CONTRACTOR REGISTRATION

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ADDED/PUSH	IF00015	52.204-9	01-SEP-2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
ADDED/PUSH	IF00364	52.204-10	01-SEP-2007	REPORTING SUBCONTRACT AWARDS
AUTO	IF00023	52.209-6	01-SEP-2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
ADDED	IF00384	52.209-8	01-APR-2010	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS
AUTO/DEL	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED/PUSH	IF00038	52.215-2	01-MAR-2009	AUDIT AND RECORDS--NEGOTIATIONS
ADDED/PUSH	IF00042	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF00046	52.215-10	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
ADDED	IF00048	52.215-12	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF00050	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
AUTO	IF00052	52.215-15	01-OCT-2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
ADDED/PUSH	IF00053	52.215-17	01-OCT-1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
AUTO	IF00054	52.215-18	01-JUL-2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF00056	52.215-21	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COSTS OR PRICING DATA--MODIFICATIONS
ADDED/PUSH	IF00059	52.216-8	01-MAR-1997	FIXED FEE
ADDED/PUSH	IF00079	52.219-9	01-APR-2008	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED/PUSH	IF00081	52.219-9	01-OCT-2001	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) -- ALTERNATE II (OCT 2001)
ADDED/PUSH	IF00084	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
ADDED/PUSH	IF00087	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
ADDED/PUSH	IF00088	52.222-3	01-JUN-2003	CONVICT LABOR
ADDED/PUSH	IF00089	52.222-4	01-JUL-2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
ADDED	IF00090	52.222-6	01-JUL-2005	DAVIS-BACON ACT
ADDED	IF00091	52.222-7	01-FEB-1988	WITHHOLDING OF FUNDS
ADDED	IF00093	52.222-9	01-JUL-2005	APPRENTICES AND TRAINEES
ADDED	IF00094	52.222-10	01-FEB-1988	COMPLIANCE WITH COPELAND ACT
ADDED	IF00095	52.222-11	01-JUL-2005	SUBCONTRACTS (LABOR STANDARDS)
ADDED	IF00096	52.222-12	01-FEB-1988	CONTRACT TERMINATION--DEBARMENT
ADDED	IF00097	52.222-13	01-FEB-1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
ADDED	IF00098	52.222-14	01-FEB-1988	DISPUTES CONCERNING LABOR STANDARDS
ADDED	IF00099	52.222-15	01-FEB-1988	CERTIFICATION OF ELIGIBILITY

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ADDED	IF00100	52.222-16	01-FEB-1988	APPROVAL OF WAGE RATES
ADDED/PUSH	IF00103	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF00104	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF00105	52.222-26	01-MAR-2007	EQUAL OPPORTUNITY
ADDED/PUSH	IF00107	52.222-29	01-JUN-2003	NOTIFICATION OF VISA DENIAL
ADDED	IF00109	52.222-32	01-DEC-2001	DAVIS-BACON ACT--PRICE ADJUSTMENT (ACTUAL METHOD)
AUTO	IF00110	52.222-35	01-SEP-2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF00111	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF00112	52.222-37	01-SEP-2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
ADDED/PUSH	IF00113	52.222-41	01-NOV-2007	SERVICE CONTRACT ACT OF 1965
ADDED/PUSH	IF00114	52.222-43	01-SEP-2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
AUTO	IF00116	52.222-50	01-FEB-2009	COMBATING TRAFFICKING IN PERSONS
AUTO	IF00381	52.222-54	01-JAN-2009	EMPLOYMENT ELIGIBILITY VERIFICATION
ADDED	IF00368	52.223-2	01-DEC-2007	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS
ADDED/PUSH	IF00118	52.223-5	01-AUG-2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) -- ALTERNATE I (AUG 2003)
ADDED/PUSH	IF00120	52.223-5	01-AUG-2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) -- ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)
ADDED/PUSH	IF00121	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
ADDED/PUSH	IF00122	52.223-10	01-AUG-2000	WASTE REDUCTION PROGRAM
ADDED	IF00124	52.223-12	01-MAY-1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
AUTO	IF00125	52.223-14	01-AUG-2003	TOXIC CHEMICAL RELEASE REPORTING
ADDED/PUSH	IF00371	52.223-15	01-DEC-2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
ADDED/PUSH	IF00372	52.223-16	01-DEC-2007	STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS
ADDED/PUSH	IF00374	52.223-17	01-MAY-2008	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
ADDED/PUSH	IF00126	52.224-1	01-APR-1984	PRIVACY ACT NOTIFICATION
ADDED/PUSH	IF00127	52.224-2	01-APR-1984	PRIVACY ACT
AUTO	IF00133	52.225-13	01-JUN-2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF00376	52.226-6	01-MAR-2009	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS
AUTO	IF00136	52.227-1	01-DEC-2007	AUTHORIZATION AND CONSENT
AUTO	IF00140	52.227-2	01-DEC-2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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ADDED/PUSH	IF00151	52.228-5	01-JAN-1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
ADDED/PUSH	IF00152	52.228-7	01-MAR-1996	INSURANCE--LIABILITY TO THIRD PERSONS
AUTO	IF00161	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
ADDED/PUSH	IF00165	52.230-2	01-OCT-2008	COST ACCOUNTING STANDARDS
ADDED/PUSH	IF00166	52.230-3	01-OCT-2008	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
ADDED/PUSH	IF00169	52.230-6	01-MAR-2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF00170	52.232-1	01-APR-1984	PAYMENTS
ADDED	IF00171	52.232-2	01-APR-1984	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS
AUTO	IF00175	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
ADDED/PUSH	IF00176	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF00178	52.232-11	01-APR-1984	EXTRAS
ADDED/PUSH	IF00179	52.232-17	01-OCT-2008	INTEREST
ADDED/PUSH	IF00180	52.232-18	01-APR-1984	AVAILABILITY OF FUNDS
ADDED/PUSH	IF00181	52.232-20	01-APR-1984	LIMITATION OF COST
ADDED/PUSH	IF00183	52.232-22	01-APR-1984	LIMITATION OF FUNDS
ADDED/PUSH	IF00184	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
AUTO	IF00185	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)
AUTO	IF00187	52.232-25	01-OCT-2008	PROMPT PAYMENT
ADDED/PUSH	IF00188	52.232-25	01-FEB-2002	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)
ADDED/PUSH	IF00191	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF00194	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF00196	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED/PUSH	IF00197	52.233-3	01-JUN-1985	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)
AUTO	IF00198	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ADDED/PUSH	IF00223	52.237-2	01-APR-1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
ADDED/PUSH	IF00224	52.237-3	01-JAN-1991	CONTINUITY OF SERVICES
ADDED/PUSH	IF00363	52.237-11	01-SEP-2008	ACCEPTING AND DISPENSING OF \$1 COIN
ADDED/PUSH	IF00226	52.239-1	01-AUG-1996	PRIVACY OR SECURITY SAFEGUARDS
ADDED/PUSH	IF00231	52.242-1	01-APR-1984	NOTICE OF INTENT OF DISALLOW COSTS
ADDED/PUSH	IF00233	52.242-3	01-MAY-2001	PENALTIES FOR UNALLOWABLE COSTS
ADDED/PUSH	IF00234	52.242-4	01-JAN-1997	CERTIFICATION OF FINAL INDIRECT COSTS
AUTO	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY

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AUTO	IF00238	52.243-1	01-APR-1984	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)
ADDED	IF00248	52.243-2	01-APR-1984	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)
ADDED	IF00245	52.243-2	01-APR-1984	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)
ADDED	IF00254	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
UPDATED	IF00255	52.244-6	01-APR-2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED/PUSH	IF00267	52.245-9	01-JUN-2007	USE AND CHARGES
ADDED	IF00286	52.246-25	01-FEB-1997	LIMITATION OF LIABILITY--SERVICES
AUTO	IF00307	52.247-63	01-JUN-2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
ADDED/PUSH	IF00310	52.247-68	01-FEB-2006	REPORT OF SHIPMENT (REPSHIP)
ADDED/PUSH	IF00311	52.248-1	01-FEB-2000	VALUE ENGINEERING
ADDED	IF00322	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
DELETED	IF00328	52.249-4	01-APR-1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
ADDED/PUSH	IF00330	52.249-6	01-MAY-2004	TERMINATION (COST REIMBURSEMENT)
AUTO	IF00336	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF00338	52.249-9	01-APR-1984	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)
ADDED/PUSH	IF00347	52.249-14	01-APR-1984	EXCUSABLE DELAYS
AUTO	IF00353	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED/PUSH	IA00001	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
AUTO	IA00285	252.203-7000	01-JAN-2009	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	IA00267	252.203-7001	01-DEC-2008	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
AUTO	IA00287	252.203-7002	01-JAN-2009	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
AUTO	IA00268	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
AUTO	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED/PUSH	IA00007	252.204-7004	01-SEP-2007	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)
ADDED/PUSH	IA00008	252.204-7005	01-NOV-2001	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
ADDED/PUSH	IA00009	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
AUTO	IA00279	252.204-7008	01-APR-2010	EXPORT-CONTROLLED ITEMS
AUTO	IA00010	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA00011	252.209-7004	01-DEC-2006	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	IA00014	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
ADDED	IA00015	252.215-7002	01-DEC-2006	COST ESTIMATING SYSTEM REQUIREMENTS
ADDED/PUSH	IA00041	252.223-7002	01-MAY-1994	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES

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ADDED/PUSH	IA00042	252.223-7003	01-DEC-1991	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES
ADDED/PUSH	IA00043	252.223-7004	01-SEP-1988	DRUG-FREE WORK FORCE
ADDED/PUSH	IA00044	252.223-7006	01-APR-1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
ADDED	IA00046	252.225-7001	01-JAN-2009	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
ADDED	IA00047	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED/PUSH	IA00048	252.225-7004	01-MAY-2007	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD
AUTO	IA00050	252.225-7006	01-MAY-2007	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	IA00166	252.225-7007	01-SEP-2006	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
ADDED/PUSH	IA00052	252.225-7012	01-DEC-2008	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA00064	252.225-7030	01-DEC-2006	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
ADDED/PUSH	IA00065	252.225-7033	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES
AUTO	IA00072	252.226-7001	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
ADDED	IA00073	252.227-7000	01-OCT-1966	NON-ESTOPPEL
AUTO	IA00076	252.227-7013	01-NOV-1995	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
AUTO	IA00078	252.227-7014	01-JUN-1995	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
AUTO	IA00080	252.227-7015	01-NOV-1995	TECHNICAL DATA--COMMERCIAL ITEMS
AUTO	IA00081	252.227-7016	01-JUN-1995	RIGHTS IN BID OR PROPOSAL INFORMATION
AUTO	IA00084	252.227-7019	01-JUN-1995	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE
AUTO	IA00089	252.227-7025	01-JUN-1995	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
AUTO	IA00091	252.227-7027	01-APR-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
AUTO	IA00092	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
AUTO	IA00096	252.227-7037	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA00275	252.227-7038	01-DEC-2007	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)
ADDED	IA00104	252.229-7000	01-JUN-1997	INVOICES EXCLUSIVE OF TAXES OR DUTIES
AUTO	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA00115	252.232-7003	01-MAR-2008	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
AUTO	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
ADDED	IA00132	252.239-7000	01-JUN-2004	PROTECTION AGAINST COMPROMISING EMANATIONS
ADDED/PUSH	IA00277	252.239-7001	01-JAN-2008	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION

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ADDED/PUSH	IA00145	252.242-7004	01-JUL-2009	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA00148	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
ADDED	IA00149	252.244-7000	01-AUG-2009	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
ADDED	IA00150	252.245-7000	01-DEC-1991	GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY
ADDED	IA00152	252.246-7000	01-MAR-2008	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	IA00157	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
ADDED	IA00161	252.247-7024	01-MAR-2000	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
DELETED	IF80073	52.217-9	01-MAR-2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
CHANGED	IF60193	52.203-14	01-DEC-2007	DISPLAY OF HOTLINE POSTER(S)

(a) Definition.

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

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

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

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DOD INSPECTOR GENERAL, ATTN: DEFENSE HOTLINE, 400 ARMY NAVY DRIVE, WASHINGTON, DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract

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

(2) Is performed entirely outside the United States.

(End of clause)

CHANGED	IF60114	52.216-7	01-DEC-2002	ALLOWABLE COST AND PAYMENT
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(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal

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Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

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

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

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

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

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

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

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

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

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

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

(End of Clause)

CHANGED IF60019 52.216-18 01-OCT-1995 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD THROUGH 31 DECEMBER 2015, OR IF THE OPTION IS AWARDED, THEN THROUGH 31 DECEMBER 2020.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

CHANGED IF60020 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 short ton for either storage or demil (CLINs 0001, 0002, 0003), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of:

CLIN 0001

0001AA, 449,999 s/tons

0001AB, 19,999 s/tons

0001AC, 25,000 s/tons

CLIN 0002, 4,800 s/tons

CLIN 0003, 40,000 s/tons

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(2) Any order for a combination of items in excess of:

CLIN 0001
 0001AA, 449,999 s/tons
 0001AB, 19,999 s/tons
 0001AC, 25,000 s/tons

or,

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

CHANGED IF60123 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2021.

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of its expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

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

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed (n/a) or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of Clause)

DELETED IF60127 52.222-26 01-FEB-1999 EQUAL OPPORTUNITY (MAR 2007) -- ALTERNATE I (FEB 1999)

DELETED IF60128 52.222-35 01-DEC-2001 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) -- ALTERNATE I (DEC 2001)

DELETED IF60129 52.222-36 01-JUN-1998 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) -- ALTERNATE I (JUN 1998)

CHANGED IF60036 52.222-42 01-MAY-1989 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage -- Fringe Benefits	
<u>Employee Class</u>	<u>GS/WG</u>	<u>Rate</u>
Air Conditioning Equipment Mechanic	WG-10	\$23.96
Alarm Room Operator	GS-05	\$14.74
Automotive Mechanic	WG-08	\$21.56
Battery Repairman	WG-08	\$21.56
Blocker and Bracer	WG-08	\$21.56
Boiler Plant Operator	WG-10	\$23.96
Boilermaker	WG-10	\$23.96
Boxcar Repairman	WG-09	\$22.75

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CAD Draftsman I	GS-05	\$14.74
CAD Draftsman II	GS-07	\$18.26
Carpenter	WG-09	\$22.75
Chemical Laboratory Aide	GS-06	\$16.44
Chemical Laboratory Technician	GS-06	\$16.44
Clerk Typist	GS-04	\$13.18
Clerk Typist General	GS-04	\$13.18
Conductor/Motor Vehicle Loader	WG-08	\$21.56
Dispatcher	GS-05	\$14.74
Electrician	WG-10	\$23.96
Electromotive Equipment Mechanic	WG-09	\$22.75
Electronic System Inspector Technician	WG-10	\$23.96
Electronics Technician	WG-08	\$21.56
Engineer, Locomotive Diesel/MVO	WG-09	\$22.75
Environmental Tech	GS-07	\$18.26
Equipment Mechanic	WG-10	\$23.96
Equipment Operator	WG-05	\$18.00
Facilities Mechanic	WG-09	\$22.75
Firefighter	GS-06	\$16.44
Firefighter/Training Officer	GS-06	\$16.44
Guard I	GS-04	\$13.88
Guard II	GS-05	\$14.74
Heavy Equipment/Crane Operator	WG-10	\$23.96
Heavy Equipment Mechanic	WG-10	\$23.96
High Voltage Electrician	WG-10	\$23.96
Instrument Tech	WG-10	\$23.96
Janitor	WG-02	\$14.44
Laborer	WG-02	\$14.44
Laborer-Light	WG-02	\$14.44
Licensed Practical Nurse	GS-03	\$11.74
Locksmith	WG-09	\$22.75
Mail Clerk	GS-02	\$10.76
Maintenance Control Clerk	GS-05	\$14.74
Maintenance Control Specialist	WG-08	\$21.56
Maintenance Control Technician	GS-05	\$14.74
Material Segregator/Classifier	WG-07	\$20.38
Motor Vehicle Loader	WG-08	\$21.56
Motor Vehicle Operator	WG-07	\$20.38
Munitions Controller	GS-09	\$22.34
Munitions Destroyer	GS-09	\$22.34
Munitions Handler	GS-09	\$22.34
Nursing Assistant	GS-01	\$ 9.57
Painter	WG-09	\$22.75
Parts Room Attendant	WG-04	\$16.82
PC Support Tech I	GS-09	\$22.34
PC Support Tech II	GS-11	\$27.03
Personnel Assistant I	GS-03	\$11.74
Personnel Assistant II	GS-04	\$13.18
Pest Controller	WG-07	\$20.38
Petroleum Tech	WG-06	\$19.19
Pipefitter/Plumber	WG-10	\$23.96
Property Disposal Technician	GS-11	\$27.03
Property Technician	GS-11	\$27.03
Quality Assurance Inspector	GS-11	\$27.03
Railroad Equipment Operator	WG-10	\$23.96
Railroad Repairman	WG-10	\$23.96
Housing Maintenance Control Technician	GS-09	\$22.34
Rigger	WG-10	\$23.96
Secretary	GS-04	\$13.18
Sheet-Metal Mechanic	WG-10	\$23.96
Supply Clerk	WG-04	\$16.82
Supply Specialist	GS-07	\$18.26
Supply Technician	GS-07	\$18.26
Surveillance Expeditor	GS-06	\$16.44
Telecom Mechanic	WG-10	\$23.96

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Temporary General Worker	WG-08	\$21.56
Tire Repairman	WG-06	\$19.19
Tool Room Specialist	WG-05	\$18.00
Toolmaker/Machinist	WG-10	\$23.96
Traffic Clerk	GS-05	\$14.74
Traffic Specialist	GS-07	\$18.26
Traffic Technician	GS-07	\$18.26
Warehouse Person	WG-05	\$18.00
Water Operator	WG-09	\$22.75
Water Treatment Plant Operator	WG-08	\$21.56
Welder	WG-10	\$23.96
Human Resources Director	GS-15	\$53.55
General Manager	GS-14	\$45.52
Controller	GS-14	\$45.52
Director Base Services	GS-15	\$53.55
Contract Administration & Purchasing	GS-15	\$53.55
Director Depot Protection	GS-15	\$53.55
Director, Munitions	GS-15	\$53.55
Manager, Accounting	GS-14	\$45.52
Manager, Budget	GS-14	\$45.52
Manager, Marketing	GS-14	\$45.52
Manager, Human Resources	GS-14	\$45.52
Manager, Physical & Industrial Security	GS-14	\$45.52
Manager, Guard Operations	GS-14	\$45.52
Chief, Fire and Emergency Services	GS-14	\$45.52
Manager, Information Services	GS-14	\$45.52
Purchasing Officer	GS-14	\$45.52
Manager, Safety	GS-14	\$45.52
Manager, Quality Assurance	GS-14	\$45.52
Manager, Environmental Services	GS-14	\$45.52
Deputy Director, Logistics	GS-14	\$45.52
Manager, Production Planning & Business Development	GS-14	\$45.52
Manager, Demilitarization & Special Projects	GS-14	\$45.52
Manager, Chemistry Lab	GS-14	\$45.52
Manager, Engineering	GS-14	\$45.52
Manager, Equipment Management	GS-14	\$45.52
Manager, Maintenance Planning & Housing	GS-14	\$45.52
Manager, Facilities & Utilities	GS-14	\$45.52
Manager, Grounds	GS-14	\$45.52

(End of Clause)

CHANGED IF60083 52.243-7 01-APR-1984 NOTIFICATION OF CHANGES

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

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(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

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(End of Clause)

CHANGED IF60148 52.244-2 01-JUN-2007 SUBCONTRACTS

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors 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 Officers written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

(vi) The subcontractors 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 cost or pricing data were or were not required;

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

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(E) The extent to which it was recognized in the negotiation that the subcontractors 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 Contractors price objective and the price negotiated; and

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

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors 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 Contractors purchasing system as set forth in FAR Subpart 44.3.i

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

DELETED	IF60189	52.245-2	01-JUN-2007	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES
CHANGED	IF60150	52.246-20	01-MAY-2001	WARRANTY OF SERVICES

(a) Definitions.

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor WITHIN 30 DAYS OF ACO NOTIFICATION OF DEFECT OR NONCONFORMANCE.

This notice shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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(End of Clause)

DELETED	IF60100	52.247-1	01-FEB-2006	COMMERCIAL BILL OF LADING NOTATIONS
CHANGED	IA60004	252.223-7007	01-SEP-1999	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
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ITEMS AS LISTED IN EACH DELIVERY ORDER

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

CHANGED	IA60009	252.232-7007	01-MAY-2006	LIMITATION OF GOVERNMENT'S OBLIGATION
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(a) Contract line item 0001 is incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that

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will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$5,000,000.00

Remaining requirement to be incrementally funded as funds become available.

(End of clause)

CHANGED IA60039 252.237-7023 01-MAR-2010 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES

(a) The Government has identified all or a portion of the services performed under this contract as essential contractor services in support of mission-essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission-essential functions are logistics and life services (security, fire service, safety, water, electrical, garbage and cleaning services).

(b) The Contractor shall provide a written plan for continuing the performance of essential contractor services identified in paragraph (a) of this section during a crisis.

(1) The Contractor shall identify in the plan the provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

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- (iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and
- (v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(3) The Contractor shall maintain and update its plan as necessary and adhere to its requirements throughout the contract term. The Contractor shall not materially alter the plan without the Contracting Officer's consent.

(4) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(c) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in paragraph (a) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, ``Emergency Acquisitions'' May 2007 and FAR and DFARS subparts 18 and 218, respectively, or any other subsequent emergency guidance issued.

(e) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price as soon as is practicable after receipt of the Contractor's proposal.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for the essential services.

(End of Clause)

CHANGED IA60014 252.239-7016 01-DEC-1991 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES

(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: HAWTHORNE ARMY DEPOT

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from ATTACHMENT 0019, GOVERNMENT PROPERTY LIST. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with CIRRENT AND FUTURE GOVERNMENT TELECOMMUNICATIONS

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EQUIPMENT/SERVICES.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

CHANGED IS6102 52.203-4500 01-FEB-1993 SECRECY AGREEMENTS
LOCAL

(a) The data furnished by the Government to the Operating Contractor of the HAWTHORNE ARMY DEPOT may be used only for the operation of the plant.

(b) No other use of this data is authorized without the specific written permission of the Contracting Officer.

(End of clause)

(IS6102)

DELETED IS6015 52.208-4501 01-JUN-1990 CHANGES TO STANDING OPERATING PROCEDURES (SOPS)
LOCAL

CHANGED IS6020 52.228-4567 01-MAY-2005 REQUIRED INSURANCE
LOCAL

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

<u>TYPE</u>	<u>AMOUNT</u>
Workmens Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000
General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

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(End of clause)

(IS6020)

AUTO	IF70003	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
ADDED	IF70017	52.219-4	01-JUL-2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
AUTO	IF70044	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-00009)
DELETED	IF70045	52.219-25	01-APR-2008	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (DEVIATION 2009-00009)
AUTO	IF70036	52.219-28	01-APR-2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
ADDED	IF70015	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED/PUSH	IF70037	52.245-1	01-JUN-2007	GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012)
AUTO	IF70033	52.252-2	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE
AUTO	IF70034	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
DELETED	IA70019	252.219-7003	01-FEB-2009	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) -- ALTERNATE I (DEVIATION -- #2008-00008)
ADDED/PUSH	IA70018	252.219-7003	01-FEB-2009	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS (DEVIATION -- #2008-00008)
ADDED	IA70007	252.223-7001	01-DEC-1991	HAZARD WARNING LABELS
ADDED/PUSH	IM70001	52.203-5000 (ACC)	01-JAN-2009	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
AUTO	IS7025	52.201-4500 LOCAL	01-FEB-1993	AUTHORITY OF GOVERNMENT REPRESENTATIVE
ADDED/PUSH	IS7100	252.219-7012	01-NOV-2005	DOD MENTOR-PROTEGE PROGRAM
ADDED/PUSH	IS7024	52.222-4500 LOCAL	01-FEB-1993	DISMISSALS
ADDED	IS7002	52.229-4562 (RICC)	01-FEB-2010	CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)
ADDED	IS7023	52.242-4509 LOCAL	01-FEB-1993	FINAL BILLING
ADDED	IS7040	52.245-4534 LOCAL	01-NOV-1992	REQUEST FOR USE OF ACCOUNTABLE PROPERTY

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

ADDED	KF00013	52.209-2	01-JUL-2009	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION
AUTO	KF00012	52.225-20	01-AUG-2009	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION
AUTO	KA00001	252.209-7001	01-JAN-2009	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

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ADDED/PUSH	KA00002	252.209-7002	01-JUN-2005	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
ADDED/PUSH	KA00003	252.225-7031	01-JUN-2005	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	KA00005	252.227-7017	01-JUN-1995	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
AUTO	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/CHANGE	KF60007	52.204-8	01-FEB-2009	ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$35.5M.

(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 n/a employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, 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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations 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 solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation 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 solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations 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 solicitations 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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the

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Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations 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.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations 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 \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

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

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

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations 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) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 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 at <http://orca.bpn.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 solicitation 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 solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

ADDED	KF70044	52.209-7	01-APR-2010	INFORMATION REGARDING RESPONSIBILITY MATTERS
AUTO	KF70021	52.223-13	01-AUG-2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
ADDED/PUSH	KF70030	52.230-1	01-OCT-2008	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
ADDED/PUSH	KF70032	52.230-7	01-APR-2005	PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES
UPDATED	KA70012	252.204-7007	01-MAY-2010	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED/PUSH	LF00001	52.204-6	01-APR-2008	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
ADDED/PUSH	LF00023	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED/PUSH	LF00024	52.214-35	01-APR-1991	SUBMISSIONS OF OFFERS IN U.S. CURRENCY
DELETED	LF00026	52.215-1	01-OCT-1997	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)

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ADDED/PUSH	LF00025	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMPETITIVE
AUTO	LF00028	52.215-16	01-JUN-2003	FACILITIES CAPITAL COST OF MONEY
ADDED/PUSH	LF00031	52.219-24	01-OCT-2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS
ADDED/PUSH	LF00038	52.237-1	01-APR-1984	SITE VISIT
ADDED/PUSH	LA00003	252.225-7003	01-DEC-2006	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER
AUTO/DEL	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE
CHANGED	LF60008	52.215-20	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) -- ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data.

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(c) When the proposal is submitted, also submit one copy each to:

- (1) the Administrative Contracting Officer, and
- (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media:

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EACH DELIVERY ORDER SHALL HAVE SPECIFIC REQUIREMENTS

(End of Provision)

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

The Government contemplates award of a FFP/COST REIMBURSABLE IDIQ PROPERTY MANAGEMENT contract resulting from this solicitation.

(End of Provision)

AUTO/CHANGE LF60010 52.233-2 01-SEP-2006 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MRS. BARBARA J. HANSEN, CCRC-AL, BARBARA.J.HANSEN@US.ARMY.MIL, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299

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

(End of Provision)

CHANGED LF60013 52.247-4 01-APR-1984 INSPECTION OF SHIPPING AND RECEIVING FACILITIES

(a) Offerors are urged to inspect the shipping and receiving facilities where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance.

(b) Site visits have been scheduled as follows:

January 11-13, 2010. See Section A, paragraph 30 for additional information.

(c) For further information offerors may contact:

Barbara J. Hansen, barbara.j.hansen@us.army.mil

ADDED LF70005 52.215-20 01-OCT-1997 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING

AUTO LF70014 52.252-1 01-FEB-1998 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

AUTO LF70015 52.252-5 01-APR-1984 AUTHORIZED DEVIATIONS IN PROVISIONS

ADDED LS7100 52.212-4501 01-APR-2001 ELECTRONIC AWARD NOTICE
LOCAL

AUTO LS7003 52.214-4584 01-JAN-2010 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS
LOCAL

ADDED LS7014 52.215-4579 01-MAY-2002 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA
LOCAL

AUTO LS7001 52.215-4583 01-FEB-2004 DISCLOSURE OF UNIT PRICES
LOCAL

ADDED/PUSH LS7000 52.233-4503 01-MAR-2006 AMC-LEVEL PROTEST PROGRAM

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ADDED/PUSH	LS7005	52.245-4006	01-AUG-2007	SUBMISSION REQUIREMENTS FOR USE OF GOVERNMENT-OWNED PROPERTY (CCRC)
ADDED	LS7007	52.247-4574	01-SEP-1995	F.O.B. POINT (RFPs) LOCAL

SECTION M - EVALUATION FACTORS FOR AWARD

DELETED	MF00003	52.217-3	01-APR-1984	EVALUATION EXCLUSIVE OF OPTIONS
ADDED	MF00004	52.217-4	01-JUN-1988	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD
ADDED	MF00005	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
ADDED	MA00001	252.211-7004	01-DEC-1991	ALTERNATE PRESERVATION, PACKAGING, AND PACKING
ADDED/PUSH	MA00002	252.225-7032	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS
CHANGED	MS6001	52.215-4586	01-OCT-1997	SECTION M, EVALUATION FACTORS FOR AWARD LOCAL

The following are the evaluation factors for award:

TRANSITION PLAN, TECHNICAL APPROACH and PRICE - LPTA

See Attachment 0028, Section M, Basis for Award

(End of provision)

(MS6001)

DELETED	MS6000	52.215-4589	01-OCT-1997	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD LOCAL
ADDED/PUSH	MS7011	52.215-4511	01-FEB-2009	PPIRS-SR STATISTICAL REPORTING TEST (CCRC)
ADDED	MS7005	52.245-4007	01-AUG-2007	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PROPERTY (CCRC)