

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING D0-A7	PAGE OF PAGES 1   55		
2. CONTRACT (Proc. Inst. Ident.) NO. W91CRB-11-D-0081		3. EFFECTIVE DATE 31 May 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W9123120118001			
5. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROV NG GROUND MD 21005-3013		CODE W91CRB	6. ADMINISTERED BY (If other than Item 5) DCMA BOSTON - S2206A 495 SUMMER STREET BOSTON MA 22010-2138			CODE S2206A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) L-3 NSIGHT TECHNOLOGY INCORPORATED 9 AK RA WAY LONDON DERRY NH 03053-2000			8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days				
CODE 0B107			FACILITY CODE				
11. SHIP TO/MARK FOR  See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER - HQ0337 NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			CODE HQ0337	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(e)( ) [ ] 41 U.S.C. 253(e)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$438,814,578.84 EST</b>		
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17 [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [ X ] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number W91CRB-10-R-0104-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract No further contractual document is necessary			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
				TEL: EMAIL:			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

MIN/MAX

**TYPE OF CONTRACT**

The basic contract shall be issued on an Indefinite Quantity/Indefinite Delivery basis, in accordance with FAR 16.504. The Government expects to make two awards. Individual orders under the basic contract shall be on a Firm Fixed Price basis.

**CONTRACT MINIMUM AND MAXIMUM LIMITATIONS**

The Government is obligated to place a delivery order for a minimum of 150 units per contract .

The Government may place additional delivery orders with the contractor for an estimated maximum of 32,000 units.

The Government does not anticipate that the total units will be evenly divided among awardees; rather, the Government will competitively award individual orders in accordance with FAR Part 16.

**INDIVIDUAL DELIVERY ORDERS OBLIGATING FUNDS WILL BE WRITTEN WITH ORDER QUANTITIES.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AN/PSQ-23 STORM-mLRF	32,000	Each	(b) (4)	(b) (4)

FFP

Contractor shall provide requirements for AN/PSQ-23 Small Tactical Optical Rifle Mounted micro-Laser Range Finder (STORM-mLRF) in accordance with attached Statement of Work. Range pricing provided below. Unit price listed is for estimating only and includes costs of Not Separately Priced (NSP) CDRLs and all warranty costs.

Production Year (PY) 1-5 Range Pricing (1 Jun 2011-31 May 2016):

- 1-300
- 301-700
- 701-1200
- 1201-1800
- 1801 - 2400

(b) (4)

FOB: Origin

PURCHASE REQUEST NUMBER: W9123120118001

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NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		(b) (4)	Dollars, U.S.		(b) (4)

CDRLS

FFP

Contractor shall provide Contract Data Requirements List (CDRLs) in accordance with requirements in Exhibit A. Pricing as provided below. CDRLs listed as "NSP" are included in unit pricing of CLIN 0001.

Program Year (PY 1) CDRLs (1 June 2011-31 May 2012):

- A001 (b) (4)
- A002 (b) (4)
- A003 (b) (4)
- B001 (b) (4)
- B002 (b) (4)
- C001 (b) (4)
- C002 (b) (4)
- C003 (b) (4)
- C004 (b) (4)
- D001 (b) (4)
- D002 (b) (4)
- D003 (b) (4)
- D004 (b) (4)
- E001 (b) (4)

PY 2-5 (1 Jun 2012-31 May 2016):

- A001 (b) (4)
- B002 (b) (4)
- D002 (b) (4)

FOB: Destination

PURCHASE REQUEST NUMBER: W9123120118001

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		57,000,000	Dollars, U.S.	(b) (4)	(b) (4)

SPARES

FFP

Contractor shall provide Spares in accordance with pricing provided in Exhibit B. \$57,000,000 is the estimated cost during the five-year period of performance. Delivery location will be specified on individual delivery orders.

FOB: Origin

PURCHASE REQUEST NUMBER: W9123120118001

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NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		102,000	Dollars, U.S.	(b) (4)	(b) (4)

OEM

T&M

Original Equipment Manufacturer Maintenance. Contractor to provide maintenance for items not covered under warranty in accordance with labor rates provided in vendor proposal. \$102,000 is the estimated cost over the five-year contract period of performance.

FOB: Origin

PURCHASE REQUEST NUMBER: W9123120118001

TOT ESTIMATED PRICE

CEILING PRICE

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CMRA FFP Contractor Manpower Reporting. Cost for providing accounting data for services provided in CLIN 0004 in accordance with Section C. FOB: Origin PURCHASE REQUEST NUMBER: W9123120118001	1	Lot		NSP

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NET AMT

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

#### AN/PEQ-23 Small Tactical Optical Rifle Mounted micro-Laser Range Finder (STORM mLRF)

### 1.0 INTRODUCTION

1.1 Scope. This Statement of Work (SOW) specifies the tasks and efforts the contractor shall perform during this production contract of the AN/PEQ-23 Small Tactical Optical Rifle Mounted micro-Laser Range Finder (STORM mLRF), associated ancillary equipment, and spare and repair parts. This SOW also establishes the program management, quality assurance, technical manual, provisioning, configuration management, and safety requirements for the items sought under this procurement. The contractor shall ensure that the STORM mLRF complies with the requirements of the performance specification, the Critical Performance Parameters (Appendix B) and the requirements listed under Section 3, Requirements. The contractor shall also ensure that they have a validated quality system prior to delivery of the first STORM system in accordance with the agreed to Quality Validation Plan (QVP). The contract strategy is to procure up to 31,800 STORM mLRF systems via a Firm Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contract with a 60-month period of performance. Each year's requirements will be addressed under this contract via Delivery Orders.

### 1.2 Terminology.

1.2.1 Government. The use of the term "Government" within this document refers to the personnel within Product Manager Soldier Maneuver Sensors (PM SMS), the Procurement Contracting Officer (PCO), and their designated representatives assigned to the STORM mLRF Program.

### 2.0 APPLICABLE DOCUMENTS

- Government Performance Specification, NVESD-PFSP-101, 4 May 2010.
- ISO 9001, Quality Management System – requirements
- ISO 10012, Measurement management systems – Requirements for measurement processes and equipment
- ANSI/ASQ Z1.4-2003, Sampling Procedures and Tables for Inspection by Attributes
- ANSI Y14.5M-1994, Dimensioning and Tolerancing
- MIL-F-14072, Finishes for Ground Signal Equipment
- Army Regulation AR 700-127, Integrated Logistics Support

### 3.0 REQUIREMENTS

#### 3.1. Program Management.

3.1.1 Program Management Objective. The objective of program management under this contract is to provide both the contractor and the Government with a common set of information/tools required to effectively manage the work performed under this contract, minimize system performance risk, and ensure adherence to the established program schedule and cost.

### 3.1.2 Integrated Product Team (IPT).

3.1.2.1 Overview. The Government and Contractor shall incorporate an IPT discipline into the STORM production effort. The objectives of the IPT are to foster an open information sharing environment and to implement a disciplined approach to the production, testing, fielding, and logistics support of the STORM mLRF. The IPT shall also ensure that the STORM mLRF complies with the performance specification and meets the Government's required delivery schedule. Additionally, the IPT shall continuously strive to improve upon the various Government and Contractor processes in an effort to significantly reduce total system life cycle costs. Responsibilities of the IPT will remain effective throughout the life of this contract and include but are not limited to the following:

- a. Hold reviews.
- b. Use risk management techniques to document, track, and manage program risk.
- c. Review all program documentation and provide concurrence.
- d. Review and provide concurrence to the Contractor's Production Verification Tests, Conformance Inspections, and Acceptance Testing Procedures.
- e. Review all Failed Item Analysis Reports (FIARs), Engineering Change Proposals (ECP), Requests for Deviations, Requests for Waivers, and provide recommendations to the approval authority.
- f. Review and update the Integrated Program Master Schedule (IPMS).

3.1.2.2 IPT Membership. The IPT shall consist of Government personnel, support Contractors, and Prime Contractor personnel associated with the STORM mLRF program and related efforts. The IPT shall be co-chaired by the Government Project Leader, or his designee, and the Contractor's Program Manager. The IPT membership shall be defined at the Post Award Conference.

3.1.3 Integrated Program Master Schedule (IPMS). The objective of the IPMS is to provide a program management tool sufficient in detail and information to allow the IPT to track program-related milestones and progress. All events, tasks, and activities in the IPMS should be logically linked showing predecessor and successor relationships and the critical path. The defined events, tasks, and activities should be sufficient in details to account for the entire program under contract and, at a minimum, integrate all required data items, testing, hardware deliveries, major contract program events and reviews, and program events requiring Government participation. The IPMS shall be in contractor format and shall be submitted to the COR at the Post Award Conference. Thereafter, the IPMS shall be provided to the COR as changes to the schedule are required. The first submission of the IPMS requires approval by the COR. Any changes thereafter will not require COR approval unless the change(s) impacts program-related events, e.g. equipment delivery schedules, data item submittals, major test events, and critical path milestones. Reference CDRL A001.

3.1.4 Reviews/Meetings. The Contractor and COR shall jointly prepare action items and meeting minutes after each review/meeting. Table 1 below identifies review/meeting requirements.

<b>Review/Meeting</b>	<b>Clarification</b>	<b>Frequency</b>
IPT Review	SOW 3.1.4.1	Monthly
Team Teleconference	SOW 3.1.4.2	Weekly
Informal Review	SOW 3.1.4.3	As Required
Warranty Review/Failure Review Board	SOW 3.1.4.4	Monthly
SIPT Review	SOW 3.3.1.3	Post Award/Quarterly

Table 1. Review/Meeting Matrix

3.1.4.1 IPT Reviews. The contractor shall participate in IPT Reviews at approximately 30 day intervals throughout the life of the contract, or as agreed to by the Government Project Leader and the Contractor's Program Manager. The first IPT Review shall be conducted NLT 45 days after the date of contract award. IPT Reviews may be conducted as teleconferences or video-teleconferences (VTC). The contractor shall host face-to-face meetings at the contractor's facility as required by the COR. IPT Reviews shall provide a working level forum to identify, discuss, and resolve issues that could affect the system design, performance, production, testing, logistics support, deliveries, life cycle cost, and program schedule. The IPMS and risk assessment shall also be reviewed at the IPT Review.

3.1.4.2 Teleconference. The contractor shall participate in a weekly teleconference to discuss the status of the program and to review the action items list. Meeting times and dates shall be coordinated with the COR and contractor Project Leaders.

3.1.4.3 Informal Reviews. The contractor shall be available for informal reviews and COR visits in addition to the IPT Reviews. Whenever possible the COR will attempt to minimize travel costs for both parties by utilizing teleconferences or VTC to conduct informal reviews. In general, the contractor will be given 24 hours advance notice whenever possible prior to COR visits to the contractor's facility for an informal review.

3.1.4.4 Warranty Review Board/ Failure Review Board. The contractor shall host a monthly or as required Warranty Review Board (WRB)/Failure Review Board (FRB) meeting to present warranty and failure data for each system type. The Government Logistics Manager will chair the WRB and the Government Project Engineer will chair the FRB. The combined WRB/ FRB will commence 120 days after the first delivery and convene every 30 days thereafter. The function of the WRB/FRB is to review warranty reports, review data pertaining to customer return goods (CRG), discuss factory and field failures, identify failure trends, and determine warranty compliance by the contractor. The contractor shall provide a monthly report of every factory and field system failure as specified in CDRL A002.

3.1.4.5 Warranty Performance Reports (WPR). The contractor shall maintain a COR approved database to identify individual warranted item returns for each system type covered under the warranty provisions of the contract and provide monthly reports to the COR per CDRL A003.

3.1.5 Correspondence Transmission. Unless specified by the COR, the contractor shall submit written program correspondence or documentation via email and hard copy.

## 3.2 Quality Assurance.

3.2.1 Quality Assurance Objective. The objective of the Quality Assurance and Test Program is to ensure the contractor's products and processes are sufficient to enable timely and cost effective deliveries, which meet the system performance requirements, and to identify any early issues that might negatively impact the timeliness or performance of the delivered product. The COR reserves the right to audit products and processes, as well as the quality system, of the contractor and/or contractor sub-contractors/suppliers at any stage of contract performance.

3.2.2 Quality System. The Contractor shall establish, maintain, and operate a quality system, acceptable to the COR, in accordance with ISO 9001, or equivalent. Quality and reliability shall be addressed at each IPT review, to include statistical process control (SPC) and other metrics being used to control processes at both the contractor and major suppliers. The Contractor shall maintain a calibration system in

accordance with ISO 10012, or equivalent, to ensure that test/inspection, measurement, and diagnostic equipment, to include all accessories and ancillary equipment, is properly calibrated and identified by appropriate labeling.

3.2.3 Use of Contractor's Inspection Equipment. On a non-interference basis, the Contractor's gages, measuring, and testing devices shall be made available for use by the COR when required to determine conformance with contract requirements. If requested by the COR, the Contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

3.2.4 Quality Validation Plan (QVP). The QVP shall be submitted at time of proposal and shall be incorporated into the contract after approval. It shall provide the approach for assuring all deliveries meet specification requirements. The QVP shall be changed or updated only as agreed to by the IPT. The QVP shall include for each specification requirement, as a minimum, the method of validation (test, demonstration, inspection, analysis), test conditions and applicable test standard, sampling plan, sample size, acceptable quality level, lot quantity and determination, test schedules, test sequences, and frequency of conformance inspections (CI) testing conducted; production verification testing (PVT), periodic CI, and 100% unit acceptance tests (AT) shall be addressed. The QVP matrix in Appendix A shall be used as a baseline for lot sampling. Proposed deviations from the matrix require rationale and concurrence of the IPT.

3.2.5 Production Verification Test (PVT), Conformance Inspection (CI), and Acceptance Testing (AT). The Contractor shall conduct PVT, CI, and AT per the Quality Validation Plan for the STORM mLRF. The Contractor shall provide production samples as required to be used during PVT and CI. The production samples may be refurbished/reconditioned, as necessary to meet specification requirements, and be submitted to the COR as production deliveries after successful completion of PVT and CI tests. The first 50 production systems will be qualified by the Government prior to the additional 250 systems being awarded. If the awardee system has been previously qualified, this requirement will be waived. An additional PVT shall be required if substantial changes are made subsequent to the PVT in the system configuration or build process, a change in a critical component supplier, or a break in production of more than 12 months; the IPT shall tailor the testing required to the extent necessary to verify compliance to specification requirements for all characteristics of the product affected by the changes. In the event of a failure during PVT or CI sampling inspection, all potentially affected production items shall be withheld from acceptance, and a Failed Item Analysis Report (FIAR) shall be prepared and submitted in accordance with paragraph 3.2.6 below. The Government reserves the right to perform, witness, or independently verify any of the tests or inspections identified herein.

3.2.5.1 Reliability Demonstration. The PVT and CI shall include a reliability demonstration, in which the contractor shall verify with 80 percent confidence that the STORM mLRF meets the reliability specified in the Government Performance Specification.

3.2.5.2 Test Procedures. Separate from the QVP, the Contractor shall prepare and submit to the IPT the PVT, CI, and AT test procedures for concurrence in compliance with the QVP. Any modifications to the agreed to procedures shall be concurred with in writing by the IPT chairpersons prior to being implemented, via email. Concurrence on the PVT, CI, and AT procedures shall occur prior to commencement of the testing.

3.2.5.3 PVT Reports. Upon completion of each PVT, the contractor shall notify the COR in writing within 48 hours with the results of the PVT. The Contractor shall also prepare and submit a PVT Report per the CDRL, within 14 days of completion of the PVT, which shall reflect the results; to include raw data, compiled and calculated data, and conclusions of the testing. The reports shall address all testing

performed and all failures encountered. Approval of the PVT Report shall constitute successful completion of the CI requirements for the first production lot. Reference CDRL B001.

3.2.5.4 Government Testing. The Government may conduct additional testing e.g. Developmental Test (DT), Operational Test (OT), or Limited Users' Test (LUT), to both confirm PVT results and demonstrate the system can perform in an operational environment when operated by soldiers under potential battlefield conditions. Successful completion of PVT is contingent upon successful completion of any Government testing conducted. Failures during Government testing will be addressed per paragraph 3.2.6 below. The contractor shall incorporate corrective actions for Government test failures, and retest as agreed to by the IPT.

3.2.6 Failed Item Analysis Reports (FIARs). For each failure that occurs during PVT, periodic CI, and reliability testing, the Contractor shall notify the COR in writing within 48 hours, and shall prepare and submit a FIAR within 15 days to the IPT for review and concurrence. The FIAR shall include a summary of the analysis and identify root causes corrective action for all material affected; remainder of content shall be as agreed on by the IPT. The FIAR shall not be considered closed until the IPT has concurred on the report. Testing and/or shipment cannot be continued unless the FIAR has been resolved or a waiver is granted by the IPT. Failures occurring during Government conducted testing, where the test item has been returned to the Contractor or a TIR has been provided, are also subject to this requirement. Reference CDRL B002.

3.2.7 Environmental Stress Screening (ESS). All products shall be subjected to an environmental stress screening with an appropriate failure free verification period. The Contractor shall submit an ESS profile at proposal, which is designed to effectively reduce/eliminate workmanship and infant mortality type defects of the system. Causes of ESS failures shall be tracked, investigated, and closed per Contractor internal procedures for the purpose of continuously improving the screen and the manufacturing processes. ESS performance data shall be made available to the Government for on-site review upon request, and shall be briefed at IPT reviews. Once established, modification of the ESS profile requires IPT concurrence.

### 3.3 Logistics Management.

#### 3.3.1 Supportability IPT (SIPT).

3.3.1.1 SIPT Overview. The COR and the contractor will incorporate an IPT discipline into logistics management of this contract. The goal of the SIPT is to employ a disciplined approach to ensure the STORM mLRF meets the performance specification and delivery schedule. The SIPT approach will integrate functions, i.e. Maintenance Engineering, Program Management, Quality Assurance, ILS, Safety, and Training into a unified supportability and sustainment process working group.

3.3.1.2 SIPT Membership. The SIPT shall consist of Government and contractor personnel associated with the STORM program. Members shall include knowledgeable and experienced personnel from the various functional areas, i.e. Maintenance Engineering, Training, Technical Writing, Supply, etc. The contractor shall provide the COR with a single SIPT POC for the STORM mLRF program.

3.3.1.3 SIPT Reviews. SIPT Reviews provide a working level forum to identify, discuss, and resolve logistics issues and/or concerns. SIPT Reviews shall be conducted at Post Award Conference and quarterly or as required thereafter. SIPT Reviews shall be chaired jointly by the COR and Contractor Logisticians and shall be held at the contractor's facility unless otherwise agreed to by the co-chairs. The COR and contractor shall mutually provide a list of topics for discussion not less than five working days

prior to the SIPT Review. Action items from the reviews shall be assigned to the appropriate organizational element (COR and/or contractor) and shall be reflected in the SIPT Review minutes. The SIPT Review minutes shall be prepared by the contractor and distributed to the SIPT members NLT 7 days after completion of the SIPT Review.

3.4 Integrated Logistics Support (ILS) & Manpower and Personnel Integration (MANPRINT) Requirements.

3.4.1 ILS and MANPRINT Requirements. This section outlines the Government's ILS/MANPRINT requirements for the STORM mLRF Program. These requirements include, but are not limited to, technical manuals, provisioning data, spares and repair parts delivery, Field and Sustainment level maintenance, and sustainment support. The contractor shall fabricate, test, and deliver STORM mLRF in accordance with (IAW) the delivery schedule approved by the COR. The COR anticipates including the following with each STORM mLRF delivered: one (1) hard shipping and storage case, one (1) protective lens cover, one (1) soft textile bag, one (1) Operator/Unit Maintenance manual (including Repair Parts and Special Tools List), Quick Reference Guide, batteries, one (1) diffuser, one (1) remote cable assembly, one (1) USB connector cover, and the laser assembly. The contractor shall have an ILS program that ensures the supportability of the STORM mLRF.

3.4.2 Maintenance Concept. The maintenance concept for STORM mLRF is in accordance with the Army’s two levels which are 1) Field (Unit/Organizational/Direct Support (DS)), and 2) Sustainment (General Support (GS) and/or Original Equipment Manufacturer (OEM)). The COR intends to field these items in Brigade sets, including spares (10%) and spare remote assemblies (15%). When a STORM mLRF is non- mission capable (NMC) beyond the repair level of the operator/unit, a spare system will be issued from the Forward Support Battalion (FSB) to the operator/unit. The NMC system will be returned in accordance with established procedures. The NMC system will be returned using the standard Army supply system to the OEM for testing and repair. The FSB will make an initial assessment warranty assessment and insure the assessment is included with the delivery. Upon arrival at the OEM facility, the OEM has 72 hours to repair or replace the system for warranty repairs. For non-warranty repairs, the OEM will contact the COR for disposition instructions. Consideration shall be given to the disposition of NMC systems once at the OEM repair facility as follows: Offeror shall provide a Quality Assurance Surveillance Plan for OEM if services are required.

	Contractor Action	
	Under Warranty	Not Under Warranty
Repairable System	Repair system and return within 72 hours.	Develop Cost Estimate and Contact COR.
Non-Repairable System	Provide replacement within 72 hours.	Obtain disposition instructions from the COR IAW established procedures.

3.4.3 Technical Manual (TM) and Quick Reference Guide (QRG). Per the contract, a TM shall be delivered with each STORM mLRF procured. The contractor shall develop, in contractor’s format and with COR oversight, a Technical Manual (TM) and Quick Reference Guide (QRG) for STORM. The TM shall include Operators and Unit Maintenance section along with a Repair Parts and Special Tools List (RPSTL). The initial TM and QRG shall be approved by the COR and shall be the established baselines. If changes are made to the physical or functional baseline configuration of the STORM, the contractor shall make corresponding changes to the baseline TM and the QRG, as required. The contractor shall deliver one paper copy of the TM and QRG with each STORM delivered per the contract. Additionally,

the contractor will provide copies of the TM and QRG via electronic media to the COR. Reference CDRL C001, C002.

3.4.3.1. Verification and Validation of TM and QRG. The COR requires copies of the TM for review no later than 14 days prior to the TM Verification/Validation start date defined in the IPMS. The contractor shall schedule and conduct, as required, a TM and QRG Verification and Validation Meeting at the contractor's facility. The contractor shall provide the required support to accomplish TM and QRG verification. The support shall include, but is not limited to, the TM and QRG, technical personnel support, peculiar and special tools, consumable parts, and test equipment. During the verification effort, the contractor shall provide technical personnel to verify Operator and Maintenance Procedures listed in the respective TM and QRG for each system type. During validation, Government personnel and their representatives will validate the Operator and Maintenance Procedures listed in the respective TM and QRG for each system type. If mutually agreed upon by both the contractor and the COR a combined TM and QRG Verification and Validation shall be conducted. Include in CDRL C001 and C002.

3.4.4 Spare and Repair Parts. The contractor shall recommend a separately priced spare parts kit necessary to support a 200-man infantry unit. The kit will include those consumables/spares that can be replaced by the operator/unit (Field Level). The contractor shall recommend and separately price out any sustainment level (GS/OEM) spares required to support STORM mLRF systems delivered to the COR. All spare and repair parts delivered under this SOW shall meet the performance specification requirements. The contractor will be responsible to fabricate or procure sufficient spare and repair parts to support the fielded density, system reliability, and meet a 72-hour repair turn-around-time. The contractor shall be responsible for acquisition of all necessary repair parts required to accomplish the work specified in this SOW during the performance period.

3.4.4.1 System Support Package (SSP). A SSP shall be provided by the contractor to support Government test events (DT/OT/LUT) as required. The SSP shall be comprised of the following: TM, QRG, training package, and operator/unit-level spare/repair parts that will be required to support the STORM during test. The SSP shall be separately priced and shall be validated by the COR during test. The SSP shall be prepared in accordance with AR 700-127 and delivered to the Government specified test site a minimum of 30 days prior to start of the test event. Based upon usage data obtained during test, the quantities of spares in the SSP may be adjusted by the COR.

3.4.4.2 Pre-Screening and Repairs. Prior to repair on any STORM, the contractor shall perform a pre-screen of the system to determine whether the system is repairable or non-repairable. If repairable and under warranty the contractor shall conduct the necessary repairs and return the STORM for restock. If not repairable the contractor shall request disposition instructions from the COR IAW established procedures. The contractor shall be required to replace all damaged markings, identifications, and decals as required. Repairs shall be IAW established contractor's procedures and all repaired systems shall meet the requirements of the existing system performance specification and QVP.

3.4.5 MANPRINT and Human Factors Engineering (HFE). The contractor shall incorporate MANPRINT into the development and production of the STORM. This effort shall be directed towards all hardware and software (if applicable) changes incorporated into the production configuration and how these changes affect the other MANPRINT elements e.g. Safety, Training, Soldier Survivability, Personnel, etc. The contractor shall also incorporate a HFE program to ensure that the STORM conforms to the stated requirements of the performance specification. HFE principles shall be applied to any and all hardware and software (if applicable) changes incorporated into the production configuration.

3.4.6 Logistics/Maintainability/MANPRINT Demonstrations (LMMD). The purpose of the LMMD is to demonstrate that the STORM meets all logistics/maintainability and MANPRINT requirements. The contractor shall be required to support the STORM LMMD. As required, the contractor shall work with the SIPT to develop the LMMD planning document for each system type.

3.4.7 Provisioning Technical Documentation (PTD). The contractor shall coordinate with the SIPT to develop and provide a Provisioning Parts List (PPL) and the necessary technical information for the COR to submit into the Army's current supply system. The PPL submitted to the COR will be as specified within the Government's Maintenance Allocation Chart (MAC) for each system type. The technical information provided shall be adequate to allow the COR to submit for NSN assignment as well as to incorporate these parts within the appropriate TM for each system type. Reference CDRL C003.

3.4.8 Training. The purpose of the STORM training is to provide the operators and maintainers the necessary skills to adequately operate and support the sighting modules in the field and garrison environments. The contractor shall develop and provide the necessary training materials in order for the COR to adequately train the operators and maintainer personnel. Training materials shall be developed in a government-provided format and shall include, but not be limited to, all tasks contained within the Operators and Unit Maintenance Manual. The instruction shall be a combination of classroom and Practical Exercise (PE) (hands-on) training. The PE training shall be conducted using the equipment to teach operation, safety, inspection, troubleshooting, and repair. This training is required to provide the students with the knowledge, technical qualification, and reference materials necessary to perform all operations, operator, and Unit level maintenance tasks required to successfully accomplish their assigned mission. The contractor shall conduct a minimum of one Instructor and Key Personnel Training (IKPT) course and a maximum of up to five IKPT courses. The IKPT courses is for Government personnel, and their designated representatives, and shall be conducted at a mutually agreed to CONUS site. The IKPT course dates as well as training material review dates shall be finalized and agreed upon by both the COR and the contractor during the IPT/SIPT Review. Reference CDRL C004.

3.4.8.1 The instruction shall, at least, consist of 25% classroom and 75% practical exercise (hands-on). Classes should be comprised of no more than 40 hours of operations and operator and Unit level maintenance, with the final length of class to be determined by the COR. At the completion of each course, the student shall be given an examination. Testing shall be graded on a PASS/FAIL rating.

3.4.8.2 The contractor shall develop a Training Package of technical orientation/informational training course material in Program of Instruction (POI) for Operation/Operator/and Unit level maintenance for the IKPT. The contractor shall develop technical training course material for an Operation/Operator/Unit level maintenance course. Each task identified shall be determined by the critical task list developed by the COR and the contractor.

3.4.8.3 The review of the Training Package shall be a part of each SIPT with the final review for training material verification/validation to be conducted prior to the first IKPT. Corrections, changes, and /or requirements identified during these reviews shall be incorporated prior to the start of the first IKPT.

3.4.9 Warranty. The contractor shall provide, at a minimum, a one-year performance warranty for sustainment maintenance, which begins after the STORM has been accepted by the Government. Acceptance by the Government is indicated when a DD Form 250 has been signed by the COR or a designated representative. Repair or replacement of failed STORM systems which are covered by a warranty is done at the discretion of the Contractor. The warranty time is considered stopped when the contractor receives the warranted system, and continues when the unit is sent back out to the unit.

3.5 Configuration Management.

3.5.1 Configuration Management Objective. The objectives of the Configuration Management requirements are to assure the Government that the contractor utilizes a structured approach to controlling the configuration integrity of the production systems and ensures the physical and functional baselines of each system type is documented and maintained throughout the period of performance of the contract. The contractor will develop a plan, in contractor format, and make it available to the COR upon request.

3.5.2 System Baselines. The STORM mLRF Performance Specification shall represent the Functional Baseline which will be maintained by the COR. The Product Baseline shall be released at the successful completion of the PVT. The Product Baseline will be maintained by the contractor. The contractor shall provide, at the first IPT review after a system's successful PVT, a complete drawing list for the system which reflects the product baseline and includes the drawing revision number and drawing date. The Product Baseline is defined by the product performance specifications, engineering drawings for the system (developmental design drawings and associated lists or better), engineering drawings of spare parts (product drawings and associated lists), schematics (developmental design drawings and associated lists or better), parts lists, and process specifications down to the spare parts level, which shall all be in contractor formats. Product Specifications and all engineering drawings, schematics, and parts lists shall be submitted in hardcopy paper format and via electronic media, e.g. email, CD, and DVD. Reference CDRL D001.

3.5.3 Configuration Control. Any changes to the Product Baseline shall result in a common configuration for Government operational use and maintenance activities that provides interchangeability and interoperability to the replaceable part level. All released baselines shall be documented in the contractor's configuration status accounting database, which will be provided to the COR per the CDRL. Changes to the released Functional and/or Product Baselines shall be made via Engineering Change Proposal (ECP) per paragraph 3.5.13 below. At any time during the period of performance of the contract, the contractor shall provide within seven (7) days upon COR request, an allocated baseline of all hardware and software (if applicable) released as of the date of request. The allocated baseline at a minimum shall include, for each serial numbered system, the relevant functional and product baselines and any discriminating information for each item (serial numbers, item revision, and/or lot number, date of manufacture). Reference CDRL D002.

3.5.4 Test Requirements. The Quality Assurance Provisions shall include a description of the specific test requirements to assure performance of the item at the next higher assembly level and/or system level. Input and output signals or stresses and tolerances shall be specified. The drawings shall include a complete description of any unique or unusual test procedures/methods and all data required to duplicate electrical test set-ups, jigs, fixtures or tests stations.

3.5.5 Engineering Drawings. The contractor shall prepare and submit drawings down to the spare part level. The contractor shall prepare and submit product drawings and associated lists as Interface Control Drawings (ICD) at the spare part/assembly level that assure form, fit, and function interchangeability. Include in CDRL D001. The intent is to support spare parts procurement in line with the accepted maintenance concept. Dimensioning and tolerancing shall be in accordance with the ANSI Y14.5M-1994 or equivalent. Product drawings are not required below the spare parts level. The interface control drawings shall include:

- Configuration and interface dimensional data applicable to the envelope, mounting and interconnection of the related items.

- Complete interface engineering requirements (mechanical, electrical, electronic, optical, human, etc.) which affect the physical or functional characteristics of the co-functioning items.
- Any items referred to in paragraphs 3.5.6 through 3.5.12.
- Any other characteristics which cannot be changed without affecting system interfaces down to the spare parts level.

3.5.6 Assembly Drawings. Assembly drawings shall be prepared for each instance in which two or more parts are connected by means which permit disassembly without destruction of any parts. Assembly Drawings will be referenced by corresponding Parts List and Connection or Wiring Diagrams, as described below. Include in CDRL D001. The following data shall be provided:

- Sufficient views to demonstrate the relationship of each part comprising the assembly.
- Part or other identifying number for each part.
- Quantity of each part required for one assembly.
- All required assembly operations, including clearance data, required adjustments, hand or machine fitting, etc. Assembly interchangeability control dimensions and tolerances shall also be included.
- Cross references to Parts List, Next Assembly, Wiring Schematic Diagrams and Test Procedures.

3.5.7 Parts List. Parts lists identify all subordinate assemblies and parts that apply to the corresponding assembly drawing. Such assemblies and parts will be referenced by name and quantity required to assemble a single assembly, unit, module, etc. All replaceable parts needed for operation of the assembly under consideration, such as tubes, fuses, pilot lamps, etc., will be included. Items listed on a subordinate assembly parts list shall not be repeated or referenced on the Parts List for the next-higher assembly. Include in CDRL D001.

3.5.7.1 A separate or integral Parts List shall be prepared for each assembly that requires a call-out of parts. The contractor will determine if separate or integral Parts Lists are used. However, the entire drawing package will use a consistent Parts List format, i.e., all separate or all integral.

3.5.7.2 When Parts Lists are integral with the assembly drawings, the list shall contain the following columns:

- Find Number.
- Quantity Required.
- Cage Code Identification.
- Part or Identifying Number.
- Nomenclature or Item Description.
- Specification.
- Notes.

3.5.7.3 Drawings of approved alternate designs or alternate parts shall not be listed in Parts Lists. These alternate drawings shall be referenced as an alternate on the approved design drawing.

3.5.8 Schematic Drawings. An electrical or electronic (Developmental design drawings and associated lists or better) schematic drawing shall be prepared for each unit, module, and assembly. Schematics shall show electrical connections to each part and assembly, without regard to their physical location. Include schematics as part of CDRL D001.

3.5.9 Dimensions, Tolerances, and Electrical Characteristics. Actual dimensions and tolerances required for manufacture shall be provided. All dimensions that determine interchangeability of parts, modules, assemblies, and units shall use positional and other tolerancing in accordance with ANSI Y14.5. Electrical characteristics and performance parameters of parts, modules, assemblies, and units shall be expressed as numerical values with tolerances specifying upper and lower (or maximum and minimum) limits.

3.5.10 Materials. The materials used to manufacture all parts and all required treatments shall be described completely on the applicable drawing(s), or referenced by a specification or standard for the material. When specification or standards do not exist, the description shall include common trade name, chemical composition and name and address of the manufacturer or licensor. Alternate materials approved design may be specified on the drawings in addition to the original material.

3.5.11 Finishes. Protective coatings, paintings, and other finishes, include prior treatment, shall be referenced by the finish designations described in MIL-F-14072. When protective finishes are used that are not included in MIL-F-14072, the finish shall be completely defined on the drawing, or referenced by other specifications or standards.

3.5.12 Physical Configuration Audit (PCA). The contractor shall be prepared to support a physical configuration audit (PCA) conducted by the COR upon notification. This audit would be conducted on all hardware and software developed for this contract and any hardware or software that is to be modified as a result of this contract. In the event that the PVT finds evidence that the drawings do not adequately represent the equipment design and details of construction, acceptance of the equipment on order may be stopped until corrective action, acceptable to the PVT, has been accomplished.

3.5.13 Engineering and Configuration Control Documentation. For all requested configuration changes, the contractor shall prepare and submit Class 1 Engineering Change Proposals (ECP), Requests for Deviation (RFD), and Requests for Waiver (RFW) to the IPT for concurrence. The contractor shall prepare a separate ECP for each engineering change that has its own distinct objective and is against a Government approved baseline. The contractor shall prepare and submit ECPs to the COR that shall include appropriate Notices of Revision and Specification Change Notices, as necessary. Electronic submittals shall be in Microsoft Office 2007 compatible digital files and shall include merged text and graphics. Reference CDRL D003, D004.

3.5.14 Unique Item Identification. Items provided under this contract shall comply with the requirements established under DFARS Clause 252.211-7003 (Item Identification and Valuation) and Military Standard 130 (Identification Marking of U.S. Military Property). Items may be marked with any method allowed and shall comply with the quality standards established under Military Standard 130. The mark shall be constructed in such a manner that it will last the life time of the item. The mark shall at a minimum contain, in both human readable format and a data matrix symbol, the manufacturer's CAGE, part number of the item, and a unique serial number (UII Construct #2). Cell size for the data matrix symbol shall be 10 mil or larger, with a preferred cell size of 15 mil.

3.5.15 Passive Radio Frequency Identification. Items provided under this contract shall comply with DFARS Clause 252.211-7006 (Radio Frequency Identification) and Military Standard 129 (Military Marking for Shipment and Storage). The preferred method for complying with this requirement is to integrate the passive RFID tag into the shipping label. Supplemental information concerning this requirement will be found at <http://www.dodrfid.org>.

### 3.6 Software Management

3.6.1 General Requirements for Software Development and Support. The Contractor shall modify/develop software, conduct software testing, and update software documentation to ensure the STORM mLRF system with any new or modified software complies with all requirements of the STORM mLRF Performance Specifications. The Contractor shall provide change engineering and implementation support as required.

3.6.2 Software Development Methods. The Contractor shall use systematic, documented methods that are in accordance with industry or Department of defense (DOD) best practices for all new software development and modification activities as described in the Contractor's software development procedures. These procedures will be made available for IPT review.

3.6.3 Software Safety Assurance. The Contractor shall develop a Software Configuration Management Plan (SCMP) that is in accordance with industry or DOD best practices and update it, as required due to software changes. The Contractor shall identify as safety-critical those Critical Software Configuration Items (CSCI) or portions thereof whose failure could lead to a hazardous system state (one that could result in unintended death, injury, loss of property, or environmental harm).

3.6.4 Software Development Library. The Contractor shall maintain and control a STORM mLRF software development library (SDL) to facilitate the orderly update and support of STORM mLRF software.

3.6.5 Software Quality Assurance. The Contractor shall maintain a software quality assurance (SQA) program for STORM mLRF software.

### 3.6.6 Software Testing

3.6.6.1 Software Test Environment. The Contractor shall maintain a software test environment to perform module level testing, unit level and integration testing, and formal qualification testing.

3.6.6.2 Software Module Testing. The Contractor shall perform software implementation and module testing on new or modified software. A software test report shall record test results and analysis and shall be made available for IPT review.

3.6.6.3 Software Integration Testing. The Contractor shall perform unit and integration testing on new or modified software. The Contractor shall make all necessary revisions to the software, perform all necessary retesting (regression), and update the software development files and other software products as needed, based on the results of integration testing. The Contractor shall analyze the results of integration testing and shall record the test and analysis results in appropriate software development files or test report.

3.6.6.4 Critical Software Configuration Items (CSCI) Qualification Testing. The Contractor shall perform CSCI Qualification Testing of each CSCI which has been modified. The Contractor shall update,

and record the test preparations, test cases, and test procedures to be used for CSCI Qualification Testing and the traceability between the test cases and the CSCI requirements, as required.

3.6.6.5 Analyzing and Recording CSCI Qualification Test Results. The Contractor shall analyze and record the results of CSCI Qualification Testing. The results shall include all applicable items in the Software Test Report.

3.6.7 Hardware Configuration Item (HWCI) Integration and Testing. The Contractor shall conduct CSCI/HWCI integration and testing as required. The Contractor shall record software-related information in appropriate software development files.

3.6.8 Software Configuration Management (SCM). The Contractor shall maintain a configuration management program for STORM mLRF software in accordance with the SCMP.

3.6.9 Documentation. The Contractor shall maintain/update STORM mLRF software documentation as required. The software documentation shall be maintained at the Contractor's facility and made available for COR review upon request.

### 3.7 Safety.

3.7.1 System Safety Assessment Report (SAR). The Contractor shall conduct a System Safety Assessment (SSA) to ensure the STORM mLRF is free from materials, conditions, workmanship which can cause death, injury, or illness to operators and maintainers. The SAR shall include the following:

1. System Description
2. List of Hazards associated with the STORM mLRF
3. Assigned risk assessment codes to each hazard
4. Safety risk being assumed prior to test

The SAR shall also include a laser safety analysis for the system, documenting that the laser design complies with the laser safety requirements of Title 21, Code of Federal Regulations, Part 1040. The SAR shall identify all safety features of the STORM mLRF, and specific controls or precautions to be followed. The SAR shall be submitted within 45 days of contract award. The contractor shall update the SAR should the PVT determine it is necessary. CDRL E001

3.7.2 Toxic Substances. The SAR shall identify toxic and environmentally unacceptable materials used in the design and production of the systems and components, any possible alternative materials, and recommended actions to eliminate or reduce the use of hazardous materials. The SAR shall address any exposure concerns to personnel during operational or maintenance procedures to include fabrication, transportation, setup and tear down, or resulting from damage to the equipment. The contractor shall identify any material used in the system design that requires disposal as a hazardous waste. Radioactive material shall NOT be utilized in the system design and production without prior approval by the COR. The SAR shall specifically describe control measures taken to ensure that the hardware is free of any radioactive materials, including optical glass and lens coatings.

3.7.3. Safety Inspection/Analysis. The contractor shall schedule sufficient time in the program schedule to permit an independent safety inspection and analysis of the system by the COR prior to soldier involved technical or user testing and associated training, or contract completion. The inspections will be used to verify the information contained in the SAR. The contractor must allow sufficient time to correct any unresolved high or medium risk hazards prior to testing or delivery of the system to the COR.

## CLAUSES INCORPORATED BY FULL TEXT

ACCOUNTING FOR CONTRACT SERVICES REQUIREMENT (Jun 2010)  
RDECOM CC 001-10

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. Detailed instructions can be found on the Contractor Manpower Reporting Application (CMRA) website in the CMRA “Contractor User Guide” or “Subcontractor User Guide”. The contractor must create an account upon entering the site and is required to completely fill in the required information at the CMRA website:  
<https://cmra.army.mil>.

The required information includes:

- (1) Unit Identification Code (UIC) of the Army Requiring Activity that would be performing the mission if not for the contractor: W91231.
- (2) Command of the Requiring Activity that would be performing the mission if not for the contractor: W91231.
- (3) Contracting Officer (KO) and contact information: Vicky Watkins, 410-278-1239, victoria.m.watkins.civ@mail.mil.
- (4) Contracting Officer’s Representative (COR) and contact information: (b) (6)
- (5) Federal Service Code (FSC) reflecting services provided by contractor (and separate FSC for each subcontractor if different). J060. If there are multiple FSCs for an Order number, enter a separate data record for each FSC.
- (6) Location where contractor and subcontractor(s) perform the service, including the city, state, zip code, and country. When service is performed at an overseas location, state only

the city and country. If there are multiple Locations for an Order number, enter a separate data record for each Location.

- (7) Contractor Type (prime or subcontractor).
- (8) Direct labor hours (including subcontractors) for each FSC.
- (9) Direct labor dollars paid this reporting period (including subcontractors) for each FSC.
- (10) Weapons system support indication: No

If subcontractors are used in the performance of this contract, several factors must be considered. Contractor shall include, and require inclusion of, this term in all subcontracts at any tier under the contract in which services are being procured. Contractor shall also enter their data in a timely manner, as subcontractors can not input any information into the CMRA system until the Prime Contractor has entered their data. The Prime Contractor has overall responsibility for ensuring subcontractors enter their respective data. Subcontractors are only responsible for entering Location Data.

Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
Quality Management Systems - Requirements	ISO 9001:2008	2008	N/A

(End of clause)

## AMCAC 52.0247-4002, MARKING AND CONSIGNMENT INSTRUCTIONS (AUG 1999)

Marking and consignment instructions for military shipments shall conform to the current issue of MIL-STD-129 (Military Standard Marking for Shipment and Storage).

Section F - Deliveries or Performance

DELIVERY INFORMATION

F-1 PQT hardware shall be delivered in accordance with the agreed upon qualification schedule in the Quality Validation Plan and in accordance to the timeline provided in the Statement of work unless otherwise agreed upon by the Government. Delivery will be specified in individual delivery orders.

F-2 FAR 52.247-29 FOB ORIGIN is acceptable for hardware deliverables. Spares that meet the requirement of F-4 of this section shall be shipped FOB ORIGIN.

FAR 52.247-34 FOB DESTINATION – Documentation deliverables will be FOB Destination .

F-5 PLACE OF PERFORMANCE AND SHIPPING POINT:

1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture, Packaging, Packing and Shipping:

L-3 Insight Technology Incorporated  
9 Akira Way  
Londonderry, NH 03053-2000

Contractor's office which will receive payment, supervise and administer the contract:

L-3 Insight Technology Incorporated  
9 Akira Way  
Londonderry, NH 03053-2000

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

F-6 Delivery will be specified on contract modifications when Delivery Orders are released.

Ship to address for documentation shall be:

SFAE-SDR-SSL-SPTD  
10170 BEACH ROAD, BLDG 325T  
FORT BELVOIR, VA 22060

M/F: CONTRACT SOLICITATION/NO. W91CRB-10-R-0104/

ATTN: (b) (6)

PHONE: (b) (6)

DODAAC: W912H8

All other systems shall be shipped to:

PM SEQ STAGING/NET FACILITY  
 15395 JOHN MARSHALL HIGHWAY  
 HAYMARKET, VA 20169-2720

M/F: CONTRACT W91CRB-10-  
 ATTN: (b) (6)  
 PHONE: (b) (6)  
 DoDAAC: W919DX

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2011 TO 31-MAY-2016	N/A	PEO SOLDIER (b) (6) PM SOLDIER STAGING NET FACILITY 15395 JOHN MARSHALL HIGHWAY HAYMARKET VA 20169-5000 FOB: Origin	W919DX
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	POP 31-MAY-2011 TO 31-MAY-2016	N/A	N/A FOB: Origin	
0005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

252.247-7011 PERIOD OF CONTRACT. (OCT 2001)

(a) This contract begins 31 May 2011 and ends 31 May 2016, both dates inclusive. Any work ordered before, and not completed by the expiration date shall be governed by the terms of this contract.

(b) The Government will not place new orders under this contract that require that performance commence more than 15 days after the expiration date.

(c) The Government may place orders required for the completion of services (for shipments in the Contractor's possession) for 180 days past the expiration date.

(End of clause)

Section G - Contract Administration Data

T&M CEILING

TIME AND MATERIALS/CEILING PRICE

(a) CEILING PRICE - The term "Ceiling Price" as used in the clause entitled, "Payments Under Time and Materials and Labor-Hour Contracts" (FAR 52.232-7), shall mean the cumulative amount of all moneys obligated under this contract. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in Section B, unless and until the Contracting Officer has notified the Contractor in writing that the ceiling price has been increased and has specified in the notice a revised ceiling price for performance under the contract.

(b) TRAVEL - All travel costs associated with this contract will be directly reimbursed at actual cost (see para. (3) below), not to exceed Volume II of the Joint Travel Regulations.

(c) TIME AND MATERIALS RATES

(1) LABOR RATES - Labor rates and categories applicable to this contract are as listed below. The rates include wages, overhead, other indirect costs applicable to wages, G&A Expense and profit.

A. For the period of date of award through 5/31/2016.

LABOR CATEGORY

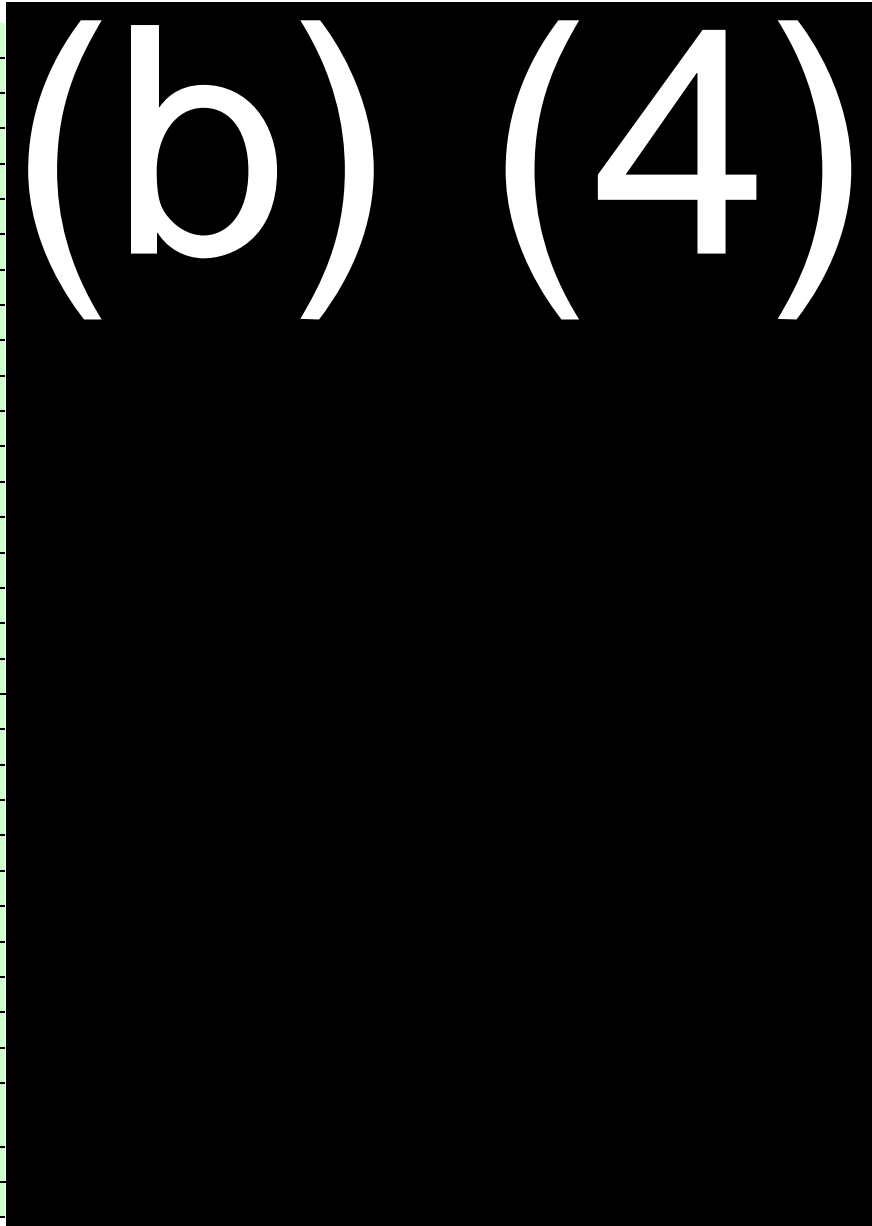
LOADED RATES ON KTR SITE

LABOR CATEGORY	2011 Hourly Rate	2012 Hourly Rate	2013 Hourly Rate	2014 Hourly Rate
A101 Assembler Level 1	(b) (4)			
A102 Assembler Level 2				
A103 Assembler Level 3				
A107 Work Instruction Specialist 1				
A108 Work Instruction Specialist 2				
A109 Work Instruction Specialist 3				
A110 Group Leader				
A120 Supervisor Level 1				
A121 Supervisor Level 2				
A122 Supervisor Level 3				
A130 Production Manager Level 1				
A131 Production Manager Level 2				
A132 Production Manager Level 3				
A109 Product Manager Level 1				
A138 Product Manager Level 2				
A139 Product Manager Level 3				
A148 Packaging Clerk				
A150 Manufacturing Engineer Jr				
A151 Manufacturing Engineer				
A152 Manufacturing Engineer Sr				
A153 Manufacturing Engineer Tech				
A154 Manufacturing Engineer Tech Sr				

A155 Manufacturing Engineer Tech Jr
A159 Manufacturing Technician Jr
A160 Manufacturing Technician
A109 Manufacturing Technician Sr
A163 Re-Work Technician
A175 Optical Physicist
A176 Optical Physicist Sr.
A181 Material Controller, Jr.
A182 Material Controller
A183 Material Controller, Sr.
A184 Material Planner, Jr.
A185 Material Planner
A186 Material Planner, Sr.
A187 Materials Planning Manager
A305 Machinist
A306 CNC Programmer
A308 Machine Shop Supervisor
A200 Quality Technician Level 1
A201 Quality Technician Level 2
A204 Weapons Technician
A205 Weapons Technician Sr
A206 Corporate Weapons Trainer
A210 Environmental Technician Jr.
A211 Environmental Technician
A212 Environmental Technician Sr
A231 Inspector
A250 Quality Engineer Jr
A251 Quality Engineer
A252 Quality Engineer Sr
A253 Quality Systems Engineer
A257 Configuration Mgmt Engineer
A270 Documentation Specialist
A271 Documentation Specialist Sr
A272 Technical Writer
A310 Mechanical Designer Jr
A311 Mechanical Designer
A312 Mechanical Designer Sr
A313 Principal Mechanical Designer
A315 Electrical Engineer Jr
A316 Electrical Engineer
A317 Electrical Engineer Sr
A320 Mechanical Engineer Jr
A321 Mechanical Engineer
A322 Mechanical Engineer Sr
A325 Principal Mechanical Engineer
A326 Principle Electrical Engineer
A330 Electro Optical Tech
A335 Optical Engineer Jr

(b) (4)

A336 Optical Engineer
A337 Optical Engineer Sr
A338 Engineering Section Manager 1
A339 Engineering Section Manager 2
A340 Program Manager Jr
A341 Program Manager
A342 Program Manager Sr
A347 System Engineer Sr
A348 Systems Engineer
A349 Systems Engineer Jr
A350 Eng Technician Jr/Draftperson
A351 Engineering Technician
A352 Engineering Technician Sr
A355 Engineering Tech/Supervisor
A360 Software Engineer Sr
A361 Software Engineer
A362 Software Engineer Jr
A366 Laser Engineer Jr
A367 Laser Engineer
A368 Laser Engineer Sr
A401 Logistics Specialist
A405 Logistics Manager
A501 Jr. Cost Analyst
A502 Cost Analyst - Level 1
A503 Cost Analyst - Level 2
A504 Sr Cost Analyst
A1001 Optical Technician Level 1
A1002 Optical Technician Level 2
A1005 Optics Specialist/Inspection
A1010 Optical Technician Supervisor
A1021 Optical Manufacturing Engineer
A1040 Optical Technician Sr
A1100 Optics Operations Manager



(2) MATERIAL HANDLING COSTS - No material falling under the exceptions of FAR 16.601 (b) (3) are required under this contract. Accordingly, all material costs will be reimbursed at actual cost. However, reasonable and allocable material handling costs may also be included in the charge for material to the extent they are CLEARLY EXCLUDED from the loaded hourly rates.

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0216-4002, MULTIPLE AWARD TASK ORDER CONTRACT AND DELIVERY ORDER  
CONTRACT OMBUDSMAN (JUN 2001)

a. In accordance with FAR 16.505(b)(4), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

Mr. Dennis P. Longo  
U.S. Army Research, Development & Engineering Command Contracting Center  
(RDECOM CC)  
ATTN: CCRD-OP  
4118 Susquehanna Avenue  
Aberdeen Proving Ground, MD 21005-3013

Telephone: (410) 278-0846  
Facsimile Number: (410) 306-3736  
E-mail Address: dennis.longo@us.army.mil

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the contracting officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made with 5 workdays of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

(1) Deny the contractor's complaint; or,

(2) Require that the contracting officer take corrective action regarding the complaint.

e. If the contracting officer does not agree with the decision of the ombudsman, the matter shall be referred to the cognizant Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING  
OFFICE (AUG 1999)

Point of Contact: (b) (6)  
Phone: (b) (6)  
Fax: 703-704-0037  
E-Mail: (b) (6)

Alternate COR(ACOR):  
Point of Contact: (b) (6)  
Phone: (b) (6)  
E-Mail: (b) (6)  
Mailing Address: APM Soldier Sensors & Lasers  
Fort Belvoir, VA 22060

a. The Contracting Office representative is:

Contract Specialist: Debbie Morrow  
Organization Code: CCRD-AP-BA  
Telephone Number: 410-278-2509  
Fax Number: 410-306-3848  
Email: [debra.m.morrow4.civ@mail.mil](mailto:debra.m.morrow4.civ@mail.mil)

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information:

DFAS Columbus Center South – HQ0337  
North Entitlement Operations  
PO Box 18226  
Columbus, OH 43218-2266  
Telephone Inquiries: 1-800-756-4571  
Fax: 877-426-4270

WIDE AREA WORKFLOW (WAWF) INFORMATION AND INSTRUCTIONS – For Firm Fixed Price Contracts and/or CLINs (Jan 2011) ACC-APG(SCRT) 5152.232-4003

(Contracting Personnel reference OPARC Advisory 11-24 for fill-in instructions. Contracting personnel, please delete these sentences in italics after fill-ins are completed.)

The Vendor shall submit payment requests and receiving reports electronically for supplies/services rendered in Wide Area Workflow (WAWF) at the website: <https://wawf.eb.mil>. WAWF is a secure, web-based system which enables vendors and Government officials to electronically access and process the documentation needed to generate payment for goods and services. It is free of charge and allows vendor submittal and tracking of invoices and acceptance documents.

The Vendor shall self-register at the web site.

Available Training – For questions on how to use WAWF, including how to submit your document, please go to: [www.wawftraining.com](http://www.wawftraining.com). A WAWF practice site is available at: <https://wawftraining.eb.mil>. Follow the directions in the “Training Instructions” link in the left column to practice.

For questions or issues regarding technical issues, contact the Ogden, UT Help Desk at:

Email: [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil)

CONUS Only: 1-866-618-5988

Commercial Phone: 801-605-7095

Commercial Phone DSN: 388-7095

Commercial Fax: 801-605-7453

Commercial Fax DSN: 388-7453

Questions or issues concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) office listed below:

DFAS Columbus Center South – HQ0337

North Entitlement Operations

PO Box 18226

Columbus, OH 43218-2266

Telephone Inquiries: 1-800-756-4571

Fax: 877-426-4270

Note: Vendor, please have your purchase order/contract/delivery order number(s) ready when calling about payments.

Vendor shall submit requests for payment per contract terms, and the Government shall process requests for payment per contract terms.

Instructions to create payment requests: Vendor shall create the type of document(s) to request payment as indicated by the check(s) below.

- Invoice as 2-in-1 (Services Only)
- Construction Payment Invoice
- Commercial Item Financing
- Performance Based Payment
- Progress Payment
- Invoice and Receiving Report (Combo)

Instructions for routing documents: The codes listed below will be required to route your documents through WAWF.

Cage Code: 0B107

Issue by DoDAAC: W91CRB

Admin by DoDAAC: S2206A

Inspect by DoDAAC:

Accept by DoDAAC:

Ship to DoDAAC: W919DX

Local Processing Office DoDAAC:

Payment Office DoDAAC: HQ0337

When Vendor submits a document, WAWF will prompt asking for “additional email submission” after clicking “Signature”. Vendor shall enter the following email addresses to expedite the review and verification process:

Procurement Contracting Officer: victoria.m.watkins.civ@mail.mil

Administrative Contracting Officer:

Contracting Officer's Representative: (b) (6)

Other: (b) (6)

Email Addresses for Points of Contact (POC):

Administrative Contracting Officer:  
 Inspector:  
 Acceptor:  
 Receiving Office/Ship to POC: (b) (6)  
 Procurement Contracting Officer: victoria.m.watkins.civ@mail.mil  
 Contracting Officer's Representative(s): (b) (6)  
 Additional Points of Contact: debra.m.morrow4.civ@mail.mil

**WIDE AREA WORKFLOW (WAWF) INFORMATION AND INSTRUCTIONS – For Cost-Type Contracts, Grants, and/or CLINs, including Time & Materials and Labor Hour (Jan 2011) ACC-APG(SCRT) 5152.232-4004**

(Contracting Personnel reference OPARC Advisory 11-24 for fill-in instructions. Contracting personnel, please delete these sentences in italics after fill-ins are completed.)

The Vendor shall submit payment requests electronically for supplies/services rendered in Wide Area Workflow (WAWF) at the website: <https://wawf.eb.mil>. WAWF is a secure, web-based system which enables vendors and Government officials to electronically access and process the documentation needed to generate payment for goods and services. It is free of charge and allows vendor submittal and tracking of vouchers and approval documents.

The Vendor shall self-register at the web site.

Available Training – For questions on how to use WAWF, including how to submit your document, please go to: [www.wawftraining.com](http://www.wawftraining.com). A WAWF practice site is available at: <https://wawftraining.eb.mil>. Follow the directions in the “Training Instructions” link in the left column to practice.

For questions or issues regarding technical issues, contact the Ogden, UT Help Desk at:  
 Email: [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil)  
 CONUS Only: 1-866-618-5988                      Commercial Fax: 801-605-7453  
 Commercial Phone: 801-605-7095              Commercial Fax DSN: 388-7453  
 Commercial Phone DSN: 388-7095

Questions or Issues concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) office listed below:

DFAS Columbus Center South – HQ0337  
 North Entitlement Operations  
 PO Box 18226  
 Columbus, OH 43218-2266  
 Telephone Inquiries: 1-800-756-4571  
 Fax: 877-426-4270

Note: Vendor, please have your purchase order/contract/delivery order/assistance instrument, i.e., grant, cooperative agreement, other transaction, number(s) ready when calling about payments.

Vendor shall submit requests for payment per contract/assistance instrument terms, and the Government shall process requests for payment per contract/assistance instrument terms.

Instructions to create payment requests: Vendor shall create the type of document(s) to request payment as indicated by the check(s) below.

[ ] Construction Payment Invoice

- Progress Payment
- Cost Voucher
- Grant and Cooperative Agreement Voucher

Instructions for routing documents: The codes listed below will be required to route your documents through WAWF.

Cage Code: 0B107  
Issue by DoDAAC: W91CRB  
Admin by DoDAAC: S2206A  
Reviewer/Approver for Interim Payments of Cost Vouchers: S2206A  
Reviewer/Approver for Final Payment of Cost Vouchers: S2206A  
Grant Approver:  
Ship to DoDAAC: W912H8 – Ft. Belvoir, VA  
Local Processing Office DoDAAC:  
Payment Office DoDAAC: HQ0337

When Vendor submits a document, WAWF will prompt asking for “additional email submission” after clicking “Signature”. Vendor shall enter the following email addresses to expedite the review and verification process:

Procurement Contracting Officer: victoria.m.watins.civ@mail.mil  
Administrative Contracting Officer:  
Contracting Officer’s Representative(s): (b) (6)  
Other:

Email Addresses for Points of Contact (POC):

Administrative Contracting Officer:  
Procurement Contracting Officer:  
Contracting Officer’s Representative(s):  
Reviewer/Approver for Interim Payments of Cost Vouchers:  
Reviewer/Approver for Final Payment of Cost Voucher:  
Grant Approver:  
Receiving Office/Ship to POC: (b) (6)  
Additional Points of Contact: debra.m.morrow4.civ@mail.mil

Section H - Special Contract Requirements

DISCLOSURE

DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to a request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased and that data is located at Section B. THE GOVERNMENT CONSIDERS ALL OBJECTION TO BE WAIVED UNLESS THE CONTRACTING OFFICER IS NOTIFIED (IN WRITING WITH A STATEMENT OF ALL GROUNDS UPON WHICH DISCLOSURE IS OPPOSED) OF YOUR OBJECTION TO SUCH RELEASE PRIOR TO SOLICITATION CLOSING DATE.

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0216-4008, PREPARATION OF COST PROPOSALS FOR TASK ORDERS (JAN 2000):

The Contractor shall submit his written cost proposal based upon the task to be performed. They shall provide the following, as appropriate:

- a. Number of hours by category of labor.
- b. Hourly rate of each labor category.
- c. List of materials/equipment with copy of supplier quotes.
- d. Travel requirements to include number of trips, locations, means of transportation, per diem, etc.

AMCAC 52.0228-4001, INSURANCE REQUIREMENTS (JUL 1999)

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman's compensation and employer's liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

	<u>Each Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
Comprehensive General Liability	None	\$500,000	None

Automobile Liability	\$200,000	\$500,000	\$20,000
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AMCAC 52.0242-4003, GOVERNMENT-CONTRACTOR RELATIONSHIPS (SEP 1999)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2010) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-3	Buy American Act--Free Trade Agreement--Israeli Trade Act	JUN 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003

52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2010
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.246-7001	Warranty Of Data	DEC 1991
252.247-7012	Ordering Limitation	DEC 1991
252.247-7018	Subcontracting	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Head of Contracting Activity, ACC – APG and shall not be binding until so approved.

(End of clause)

##### 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 contract award through five years after date of award.

(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)

##### 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 50 units, 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 **3000 units**;

(2) Any order for a combination of items in excess of **6000 units**; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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)

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 completion of order .

(End of clause)

52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (FEB 2007)

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

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

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

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

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

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

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

(iii) Other substantiation approved by the Contracting Officer.

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

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

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

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

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

(ii) Materials means--

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

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

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

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

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

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

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

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

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

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

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

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this

contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

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

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

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

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

(End of Clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

N/A

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

- (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute—
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

#### 52.248-1 VALUE ENGINEERING (OCT 2010)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-	(3) 25	(3) 25	15	15

reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)				
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- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### 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](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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

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

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

Government's unit acquisition cost means--

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

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

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

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

Issuing agency 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](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 Government's unit acquisition cost is \$5,000 or more.

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

-----	
Contract line, subline, or exhibit line	
item No.	Item description
-----	
0003	Spare Parts

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

(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 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) Government's 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](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)

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

LIST OF ATTACHMENTS

<b>DOCUMENT TYPE</b>	<b>DESCRIPTION</b>	<b>PAGES</b>	<b>DATE</b>
Exhibit A	CDRLs	15	3/18/2010
Exhibit B	Spare Parts		
Attachment 1	NVSED-ICD-101 Interface Control Document (ICD)for the STORM-mLRF	14	9/24/2010
Attachment 2	DD254	2	10/1/2010
Attachment 3	Critical Performance Parameters	2	10/1/2010
Attachment 4	Storm Quality Validation Plan (QVP) Matrix	4	10/1/2010
Attachment 5	STORM Performance Specification NVESD-PFSP-101	20	9/17/2010

# ORDER FOR SUPPLIES OR SERVICES

1 CONTRACT/PURCH ORDER/ AGREEMENT NO W91CRB-11-D-0081		2 DELIVERY ORDER/ CALL NO 0001		3 DATE OF ORDER/CALL (YYYYMMDD) 2011 Jun 14		4 REQ / PURCH REQUEST NO See Schedule		5 PRIORITY		
6 ISSUED BY ACC - APG - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013				7 ADMINISTERED BY (if other than 6) DCMA BOSTON - S2206A 495 SUMMER STREET BOSTON MA 22010-2138		8 DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER  (See Schedule if other)				
9 CONTRACTOR NAME AND ADDRESS L-3 COMMUNICATIONS CORPORATION, WARRIOR 9 AKIRA WAY LONDONDERRY NH 03053-2000		CODE 0B107		FACILITY 0B107		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
						12 DISCOUNT TERMS Net 30 Days		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
14 SHIP TO  <b>SEE SCHEDULE</b>			15 PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER - HQ0337 NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			16 CODE HQ0337			<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	
16 TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract							
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein REF:							
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME										
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  <b>See Schedule</b>										
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES			20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT	22 UNIT PRICE		23 AMOUNT
		<b>SEE SCHEDULE</b>								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 410-278-1239 EMAIL: vicky.watkins@us.army.mil BY: VICKY WATKINS				25 TOTAL 26 DIFFERENCES		\$2,034,579.00
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED										
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28 SHIP NO		29 DO VOUCHER NO		30 INITIALS	
f TELEPHONE NUMBER		g E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.					31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34 CHECK NUMBER	
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER							35 BILL OF LADING NO	
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		150	Each	(b) (4)	

AN/PSQ-23 STORM-mLRF  
FFP

Contractor shall provide requirements for AN/PSQ-23 Small Tactical Optical Rifle Mounted micro-Laser Range Finder (STORM-mLRF) in accordance with terms of the basic contract. Range pricing provided below. Unit price listed is for estimating only and includes costs of Not Separately Priced (NSP) CDRLs and all warranty costs.

Production Year (PY) 1-5 Range Pricing (14 Jun 2011- 13 Jun 2016):

1-300  
301-700  
701-1200  
1201-1800  
1801 - 2400

(b) (4)

FOB: Origin

PURCHASE REQUEST NUMBER: W9123120111003

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00

Funding Info  
FFP

FOB: Origin

PURCHASE REQUEST NUMBER: W9123120111004

NET AMT

\$0.00

ACRN AA

CIN: W91231201110040001

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					\$0.00

Funding Info

FFP

FOB: Origin

PURCHASE REQUEST NUMBER: W9123120111003

---

NET AMT

\$0.00

ACRN AD

CIN: W91231201110030102

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

CDRLS

FFP

Contractor shall provide Contract Data Requirements List (CDRLs) in accordance with requirements in Exhibit A. Pricing as provided below. CDRLs listed as "NSP" are included in unit pricing of CLIN 0001.

Program Year (PY 1) CDRLs (14 June 2011- 13 Jun 2012):

- A001 (b) (4)
- A002 (b) (4)
- A003 (b) (4)
- B001 (b) (4)
- B002 (b) (4)
- C001 (b) (4)
- C002 (b) (4)
- C003 (b) (4)
- C004 (b) (4)
- D001 (b) (4)
- D002 (b) (4)
- D003 (b) (4)
- D004 (b) (4)
- E001 (b) (4)

PY 2-5 (14 Jun 2012- 13 Jun 2016):

- A001 (b) (4)
- B002 (b) (4)
- D002 (b) (4)

FOB: Destination

PURCHASE REQUEST NUMBER: W9123120111004

NET AMT

(b) (4)

ACRN AA

CIN: W91231201110040002

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
000101	Origin	Government	Origin	Government
000102	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-DEC-2011	50	XR W27P PEO SOLDIER - W919DX (b) (6) STAGING/NET FACILITY 15395 JOHN MARSHALL HWY HAYMARKET VA 20169-5000 (b) (6) FOB: Origin	W919DX
0001	31-JAN-2012	100	(SAME AS PREVIOUS LOCATION) FOB: Origin	W919DX
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0002	POP 14-JUN-2011 TO 13-JUN-2012	N/A	PM SOLDIER SENSORS AND LASERS (b) (6) 10170 BEACH ROAD FORT BELVOIR VA 22060 (b) (6) FOB: Destination	W912H8

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 211202000001D1DB3423806.000031CA741R00MIPR1HSSLT00961S7R5ES19130

COST CODE: 741R00

AMOUNT: (b) (4)

CIN W91231201110040001: (b) (4)

CIN W91231201110040002: (b) (4)

CLIN	JOB ORDER	FUNDS EXP. DATE	FUNDED QTY	FUNDED AMT
000101	1S7R5E	30-SEP-2011		
0002	1S7R5E	30-SEP-2011		

AD: 211203500001D1DB35286015500031CA744R00MIPR1HSSLT00951S41STS19130

COST CODE: 741R00

AMOUNT: (b) (4)

CIN W91231201110030102: (b) (4)

CLIN	JOB ORDER	FUNDS EXP. DATE	FUNDED QTY	FUNDED AMT
000102	1S7R53	30-SEP-2011		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2 AMENDMENT/MODIFICATION NO 01	3 EFFECTIVE DATE 27-Jun-2011	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY ACC - APG - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7 ADMINISTERED BY (If other than item 6) DCMA BOSTON - S2206A 495 SUMMER STREET BOSTON MA 22010-2138		CODE	S2206A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) L-3 COMMUNICATIONS CORPORATION, WARRIOR 9 AK RA WAY LONDON DERRY NH 03053-2000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91CRB-11-D-0081-0001	
			X	10B. DATED (SEE ITEM 13) 14-Jun-2011	
CODE 0B107	FACILITY CODE 0B107				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dmmorrow 112647 Modification Amount: \$0  The purpose of this modification is to change the unit of issue in CLIN 0002 to match the basic contract.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA MORROW / CONTRACT SPECIALIST TEL: 410-278-2509 EMAIL: debra.morrow@us.army.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra M. Morrow</u> (Signature of Contracting Officer)		16C. DATE SIGNED 01-Jul-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The Criticality code C has been added.

SECTION B - SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 -- CLIN 0002

The IDC type has changed from N/A to Indefinite Quantity.

CLIN 0002

The unit of issue has changed from Dollars, U.S. to Each.

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000103	Corrected Fund Cite Info FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					\$0.00
					MAX NET AMT

ACRN AE  
 CIN: W91231201110030103

**(b) (4)**

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 000102:

AD: 211203500001D1DB35286015500031CA744R00MIPR1HSSLT00951S41STS19130 741R00 (CIN W91231201110030102) was decreased by (b) (4) from (b) (4)

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AE

CIN: W91231201110030103

Acctng Data: 211203500001D1DB35286015500031CA744R00MIPR1HSSLT00951S41STS19130

Increase: (b) (4)

Total (b) (4)

Cost Code: 744R00

(End of Summary of Changes)