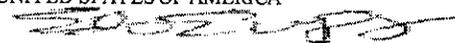


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	17
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 14-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. M9545009RC92041		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARCORSYSCOM CT MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CT026 LJV QUANTICO VA 22134		CODE M67854	7. ADMINISTERED BY (If other than item 6) MARCORSYSCOM CT MARINE CORPS SYSTEM COMMAND 2200 LESTER STREET ATTN: CT026 PAUL ROGERS QUANTICO VA 22134		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) WALKER POWER SYSTEMS, INC JEFF CONOVER 1301 E JACKSON ST PHOENIX AZ 85034-2306				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-09-D-6005		
				X 10B. DATED (SEE ITEM 13) 09-Jan-2009		
CODE 51913		FACILITY CODE				
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)						
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.						
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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause FAR 52.243-1						
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: bakers091157 The purpose of this modification is to add SLIN 0100AG - U-EAFU Production Units (GFE) PY 2011 and SLIN 0100AH - U-EAFU Production Units (New) PY 2011, update the Statement Of Work (SOW) to Revision B and incorporate the Contractor's Tax Identification number (TIN). Quantities have also been reduced to reflect actuals. All other terms and conditions remain unchanged.						
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) EDWIN E WRIGHT / CONTRACTING SPECIALIST TEL: 703-432-4284 EMAIL: edwin.wright@usmc.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 27-Jan-2009	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$22,747,910.00 from \$39,443,702.00 to \$16,695,792.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0100AA

The pricing detail quantity has decreased by (b) (4).
The unit price amount has increased by (b) (4).
The total cost of this line item has decreased by (b) (4).
The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AA - U-EAPU Production (GFE) FY 2009	0100AA	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	460.00	(b) (4)

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AA - U-EAPU Production (GFE) PY 2009	0100AA	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:
5720
LAW/BCC
MCSC200900067
22-Apr-09

Goodman Ball Inc.
Mr. Ted Edwards
3639 Haven Avenue
Menlo Park, CA 94025

Dear Mr. Edwards:

This responds to your Freedom of Information Act (FOIA) request of April 7, 2009, which requests a copy of -0001 release against contract M67854-08-R-6005.

In light of the *MCI Worldcom, Inc, v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain confidential commercial information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12600, we allowed the submitter to review the documents.

Pursuant to the aforementioned Executive Order 12,600 request, the submitter provided the Marine Corps Systems Command with proposed redactions pursuant to 5 U.S.C. § 552 (b) (4). These submitter redactions are identified in the enclosed document. 5 U.S.C. § 552 (b) (4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F.2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F.2d 765, 766 (D.C. Cir. 1974).

101.00	200.00	(b) (4)
201.00	300.00	(b) (4)
301.00	400.00	(b) (4)
401.00	500.00	(b) (4)

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AB - U-EAPU Production (New) PY 2009	0100AB	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	500.00	(b) (4)

SUBCLIN 0100AC

The pricing detail quantity has decreased by (b) (4)
 The unit price amount has increased by (b) (4)
 The total cost of this line item has decreased by (b) (4)
 The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AC - U-EAPU Production (GFE) FY 2010	0100AC	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	460.00	(b) (4)

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AC - U-EAPU Production (GFE) PY 2010	0100AC	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	460.00	(b) (4)

SUBCLIN 0100AD

The pricing detail quantity has decreased by (b) (4)
 The unit price amount has increased by (b) (4)
 The total cost of this line item has decreased by (b) (4)
 The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
-----------------	---------	---------------	-------------	------------

CLIN 0100AD - U-EAPU Production (New) FY 2010	0100AD	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	500.00	(b) (4)

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AD - U-EAPU Production (New) PY 2010	0100AD	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	500.00	(b) (4)

SUBCLIN 0100AE

The pricing detail quantity has decreased by (b) (4)
 The unit price amount has increased by (b) (4)
 The total cost of this line item has decreased by (b) (4)
 The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AE - U-EAPU Production (GFE) FY 2011	0100AE	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	460.00	(b) (4)

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AE - U-EAPU Production (GFE) PY 2011	0100AE	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	460.00	(b) (4)

SUBCLIN 0100AF

The pricing detail quantity has decreased by (b) (4)
 The unit price amount has increased by (b) (4)
 The total cost of this line item has decreased by (b) (4)

The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AF - U-EAPU Production (New) FY 2011	0100AF	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	500.00	(b) (4)

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AF - U-EAPU Production (New) PY 2011	0100AF	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	500.00	(b) (4)

SUBCLIN 0100AG is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100AG	UEAPU System Production (GFE) FFP PY 2012 FOB: Destination	30	Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AG - U-EAPU Production (GFE) PY 2012	0100AG	1.00	50.00	(b) (4)
		51.00	100.00	(b) (4)
		101.00	200.00	(b) (4)
		201.00	300.00	(b) (4)
		301.00	400.00	(b) (4)
		401.00	460.00	(b) (4)

SUBCLIN 0100AH is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100AH	UEAPU System Production (New) PY 2012 FFP PY 2012 FOB: Destination	50	Each	(b)(4)	(b)(4)
NET AMT					(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0100AH - U-EAPU Production (New) PY 2012	0100AH	1.00	50.00	(b)(4)
		51.00	100.00	(b)(4)
		101.00	200.00	(b)(4)
		201.00	300.00	(b)(4)
		301.00	400.00	(b)(4)
		401.00	500.00	(b)(4)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
DOD C-1

STATEMENT OF WORK

FOR

Upgraded External Auxiliary Power Unit (U-EAPU)

Rev B

1 SCOPE. This SOW sets forth the work efforts required to produce and prepare associated documentation, fabricate, provide logistic support, develop technical manuals and deliver the U-EAPU.

The contractor is responsible for providing all material, services and necessary support documentation needed to complete the tasks identified in this SOW.

2 APPLICABLE DOCUMENTS. The following documents specified form a part of this Statement of Work (SOW) to the extent specified herein. The most recent revision of the referenced document at the time of contract shall be used unless otherwise specified. In the event of conflict between the applicable documents and this SOW,

the SOW shall take precedence. All second tier and below references cited in mandatory compliance documents shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.1 Military Standards and Specifications - Mandatory Compliance.

MIL-PRF-49506	Logistics Management Information
MIL-STD-129	Military Marking for Shipment and Storage
MIL-STD-130	Identification Marking of U.S. Military Property
MIL-STD-882	Standard Practice for System Safety
MIL-STD-1275	Characteristics of 28 Volt DC Electrical Systems in Military Vehicles
MIL-STD-1366	DoD Interface Standard for Transportability Criteria
MIL-STD-2073-1	DoD Standard Practice for Military Packaging

2.2 Other Government Documents.

ARMY TM 9-6115-542-24&P MARINE CORPS TM 909849A -24&P	Technical Manual Unit, Direct Support And General Support Maintenance Manual Including Repair Parts and Special Tools List (RPSTL) External Auxiliary Power Unit (EAPU) 6115-01-369-7465 (12387361-1) and 6115-01-488-7433 (12387361-3)
---	--

2.3 Handbooks - Guidance Only.

MIL-HDBK-502	Acquisition Logistics
MIL-HDBK-512	Parts Management
MIL-HDBK-781	Reliability Test Methods, Plans, and Environments for Engineering Development, Qualification, and Production

2.4 Non-Government Documents.

ASTM D3951	Standard Practice for Commercial Packaging
------------	--

(Copies of ASTM documents are available from www.astm.org or American Society for Testing and Materials International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.)

3 REQUIREMENTS. The contractor shall perform all tasks required and delineated in this SOW to produce and prepare associated documentation, fabricate, provide logistic support, develop technical manuals and deliver the U-EAPU in the quantity specified in the contract. The contractor shall provide all materials, equipment, hard tooling, personnel, and facilities necessary to produce and deliver the types and quantities of deliverables specified by the contract.

3.1 Program and Data Management.

3.1.1 Program Management. The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractors' organization and techniques used in managing the program, specifically subcontractor and data management. Documentation shall be readily available to Government representative(s) during planned visits.

3.1.2 Subcontractor Management. The contractor is responsible for performance of requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance subcontractors and is responsible for ensuring all deliverable products comply with the contract requirements.

3.1.3 Data Management. The contractor shall establish a single, centralized system for management of all data required under this contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, distribution and delivery of data products. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the U-EAPU with the exception of cost and pricing information.

3.1.3.1 Technical Proposal. The contractor's Technical Proposal, as accepted by the Government, shall be incorporated by reference into the resultant contract.

3.1.3.2 Integrated Program Master Schedule (IPMS). The objective of the IPMS is to provide a tool that provides sufficient detail and insight, to allow the Government Product Managers and Contractor Program Manager to track the progress of the program. All tasks/activities in the IPMS shall be logically linked, showing predecessor/successor relationships and critical path. The activities and tasks defined shall be sufficient to account for the entire program under contract, and as a minimum, integrate all required data items, testing, hardware deliverables and major contract program events/reviews, contract milestones, technical milestones, key decision points and program events requiring Government participation. The IPMS that is submitted as part of the Contractor's proposal, as accepted by the Government, becomes the contract schedule baseline and shall be updated and provided to the Government on a monthly basis. The Contractor shall develop technical milestones that are measurable and less than 30 calendar days apart. Any changes to the IPMS, thereafter does not require Government concurrence unless the change(s) modifies the dates/durations of Government related events (i.e., reviews, testing, etc.), contract required data item/hardware delivery dates, or how significant events are linked in the schedule. In these cases, the Contractor is required to notify the Government contracting officer of the change and provide a "get well plan" for Government approval within two weeks. "

3.1.3.3 Assignment of Responsibility and Authority. The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall be considered key personnel. The contractor in writing shall appoint all persons filling these billets. The contractor shall notify the Government within five working days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance.

a. Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government, and be responsible for the coordination of all contractor activities related to the contract.

3.1.4 Media and File Formats.

3.1.4.1 Unless exempted by the Contracting Officer in writing, communications shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except for classified information, formal solicitations, and proposals. A return receipt will be used by the sender as proof of the successful delivery of the message and any attachments.

3.1.4.2 The format for all communication shall be compatible with the following:
Microsoft Office 2003 family of products: Word, EXCEL, Outlook, Power Point, etc.
Microsoft Project 2003
Internet Explorer (version 6)
Adobe Acrobat Reader (pdf)
Window Media Player

3.1.4.3 The Government reserves the right to upgrade its commercial software applications at any time during the life of the contract. Backward compatibility of software applications shall be maintained by all parties throughout the life of the contract.

3.1.4.4 Prior to the post award conference, the Contractor shall provide the Contracting Officer with a list of e-mail addresses, name, title, office symbol, telephone number and fax numbers for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS, and DCAA cognizant personnel.

3.2 Meetings, Formal Reviews, Conferences, and Audits.

3.2.1 Contractor Responsibilities. The contractor shall plan, host, attend, coordinate, support and conduct the meetings, formal reviews, conferences, and audits (hereinafter called "reviews"). The reviews shall be conducted at contractor facilities. All such reviews shall be included in the program schedule and may be held concurrently with the Government's approval. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews.

3.2.2 Post Award Conference. The contractor shall host a Post Award Conference (PAC) at the contractor's facility within 30 days after Contract Award. The purpose of the PAC is for the contractor to review and demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present management, key personnel, and program implementation processes. The Government at the post award conference shall designate the format, delivery medium and frequency of submission of the provisioning technical documentation.

3.2.3 In-Process Review. In Process Reviews (IPR) shall be held on a quarterly basis or as needed basis, at a date mutually agreed upon at the contractor's facility. The Government reserves the right to cancel any review or to require any review to be scheduled during the period of performance. The contractor shall prepare presentation materials providing an overview of all agenda items.

3.3 Environment, Safety, and Occupational Health.

3.3.1 System Safety. The contractor shall identify and evaluate environmental, safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with development, use, and disposal of the system in accordance with MIL-STD-882 and environmental hazard rating scales.

3.3.1.1 Safety Assessment. The contractor shall perform and document a Safety Assessment to identify all safety features of the hardware and system design and to identify procedural and hardware related hazards that may be present in the U-EAPU including specific procedural controls and precautions that should be followed. In addition, the contractor shall make recommendations applicable to hazards at the interface of the U-EAPU with

other system(s). The contractor shall assess applicable Environmental, Safety and Occupational Health (ESOH) laws and regulations and identify any potential compliance issues. The contractor shall provide the results of these assessments, including the Material Safety Data Sheets, in the Safety Assessment Report.

3.3.1.2 Safety Assessment Report. The contractor shall provide a Safety Assessment Report (SAR) that documents the Safety Assessment and clearly identifies any residual risks of the U-EAPU. In addition, the contractor shall make recommendations applicable to hazards at the interface of this U-EAPU with other systems.

CDRL A0001 Safety Assessment Report (SAR)

3.4 Configuration Management Process. The contractor shall maintain a configuration management process for the control of all hardware and software configuration documentation, media, and parts representing the U-EAPU to ensure form, fit, function and interface requirements are maintained throughout the contract period. The principles contained in EIA-649 and MIL-HDBK-61A may be used for guidance. The contractor's configuration management processes shall include configuration identification, configuration control, configuration status accounting, configuration audits, and a parts management program that shall ensure supplier/vendor parts and components are readily available during the production of the U-EAPU, as well as minimize parts obsolescence. The contractor shall designate a CM representative to serve as a primary point of contact to the Government for all CM matters. The contractor's representative shall be responsible for any subcontractor's CM efforts. The contractor shall notify the Government of any changes at the contractor's facility, which affect the contractor's established CM process.

3.4.1 Configuration Identification. The contractor shall participate in a joint Government/contractor integrated team to designate configuration items (CIs) to be managed by the Government and those to be managed by the contractor at a lower level/tier. For those CIs that have been identified for Government control, the contractor shall provide form, fit, function, and interface documentation necessary for configuration status accounting. The contractor shall establish management practices for those lower level/tier CIs.

3.4.2 Functional Baseline. The functional baseline shall be established upon contract award. The Government Production Specification shall become the required level of performance upon contract award. The Government's control of the functional baseline will focus on maintaining the performance, interface and interoperability requirements throughout production.

3.4.3 Product Baseline. Following completion of the First Article Testing (FAT), a joint Government-contractor verification (physical configuration audit) between the U-EAPU used for the conduct of the First Article Testing (FAT) and contractor documentation used to document the U-EAPU configuration, such as drawings, commercial item descriptions, vendor item description, source control documents, shall be used to conduct a physical configuration audit. Once verification of the contractor's documentation is completed, the product baseline shall be established. This shall establish the U-EAPU physical configuration and the U-EAPU product baseline for which the remaining U-EAPU's shall be produced.

3.4.4 Engineering Change Proposals: Engineering Change Proposals (ECP) shall be submitted by the contractor, and shall be limited to those, which are necessary or offer significant benefit to the Government. MIL-HDBK-61 provides guidance concerning the classification of ECP's. Class I ECP's shall be required when changes are required to: (a) Correct deficiencies; (b) Add or modify interface or interoperability requirements; (c) Make a significant and measurable effectiveness change in the operational capabilities or logistics supportability of the system; (d) Effect substantial life cycle costs/savings; and (e) Prevent slippage in an approved production schedule. The contractor shall receive written government approval prior to instituting any Class I ECP. Class II ECP's shall be submitted by the contractor to the Administrative Contracting Officer (ACO) for approval and concurrence of classification as a Class II ECP for those engineering changes, which impacts none of the factors listed above. As a minimum, Class I ECP's shall contain the following information: (a) Date prepared; (b) Originator; (c) ECP Classification; (d) ECP Number; (e) Reason/need for change; (f) System designation (nomenclature, model, P/N); (g) Name of part (or lowest assembly) affected to include part numbers; (h) Baselines affected (to include drawings, specifications, CAGE, revision level, etc.); (i) Title of change; (j) Description of change; (k) Effect on interfaces (Interchangeability and Interoperability); (l) Total costs/savings w/ breakout; (m) Retrofit information; (n) Ozone Depleting Substances; (o) Impact on any engineering disciplines (such as quality, environmental, safety, health,

reliability, maintainability, etc.); (p) Justification for change; (q) Priority of change; (r) Impacts to any logistics support elements (such as software, manuals, spares, tools, etc.) being utilized by Government personnel in support of the product; and (s) Alternatives evaluated or considered required by DI-CMAN-80639C, Engineering Change Proposal (ECP).

CDRL A0002 Engineering Change Proposal

3.4.5 Configuration Status Accounting. The contractor shall establish and maintain a Configuration Status Accounting (CSA) database, which represents the configuration of the U-EAPU. All baselines and changes shall be documented in the contractor's CSA database. The contractor's CSA database shall permit acceptance of commercial product information; however, if requirements to report data outside of the contractor's CSA database or format exist, the information may be delivered as a supplement to prevent disruption to their existing system. The contractor's CSA database shall reconcile any differences between the supplier information and contractor practices to provide the Government with clear accountability of product information. Additionally, the CSA database shall provide a reliable source of configuration information to support U-EAPU activities, including program management, systems engineering, logistics support, and modification/maintenance actions.

CDRL A0003 Configuration Status Accounting Information

3.4.6 Requests for Deviation: The contractor shall process Requests for Deviation (RFD) from current approved configuration documentation. Authorized deviations are a temporary departure from the requirements and do not constitute a change in an approved baseline. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change should be permanent, the contractor shall process an Engineering Change Proposal. MIL-HDBK-61 provides guidance concerning the classification of RFDs. As a minimum, the RFD shall contain the following information: (a) Date prepared; (b) Originator; (c) RFD Classification (critical, major or minor); (d) Designation for deviation (model/type, CAGE code, system designation, and deviation number); (e) Class of deviation; (f) Part Number affected; (g) Cost/Price data; (h) Effectivity; (i) Description of deviation; (j) Need for deviation; (k) Effect on delivery schedule; (l) Recommended corrective action; and (m) Alternatives evaluated required by DI-CMAN-80640C, Request for Deviation (RFD).

CDRL A0004 Request for Deviation (RFD)

3.5 Engineering Drawings.

3.5.1 Commercial Drawings/Models. The contractor shall provide commercial drawings/models to the Government for commercial item(s) approved for use in the design and not covered by Government or nationally recognized industry association specifications and standards. The contractor shall provide evidence that the part complies with the requirements of the applicable part documentation. Existing test data (such as supplier originated objective evidence of compliance or Government/Industry Data Exchange Program (GIDEP) reports) shall be used to the maximum extent practicable.

CDRL A0005 Commercial Drawings/Models and Associated Lists

3.6 Item Unique Identification. The contractor shall implement specific Item Unique Identification (IUID) marking, as defined in MIL-STD-130 and DFARS clause 252.211-7003. The IUID marking shall be incorporated into the data plate for the U-EAPU. Bar Coding and the two-dimensional IUID data matrix shall be machine-readable with common optical scanning devices and be accompanied by the corresponding human readable markings when practical. All 2D data matrix shall be permanently affixed and have the ability to withstand and perform within the same environmental conditions as the U-EAPU. Whenever practical, the location of the marking on the item shall ensure its readability during normal operational use.

3.7 Testing/Verification.

3.7.1 First Article Test. The contractor shall develop First Article Test (FAT) procedure for the U-EAPU. First article testing shall consist of the following;

- o Reliability Qualification Testing on three (3) units.
- o Environmental Testing on two (2) units.
- o Audible Noise Testing on three (3) units (can utilize other Units Under Test).

The contractor shall submit the proposed FAT procedures for Government review and approval. Following Government approval, the contractor shall conduct first article testing in accordance with the approved test procedures and provide a First Article Test Report documenting the test results. Provided the FAT test units are not destroyed during testing, the contractor may refurbish and deliver the test articles as contract deliverables provided they meet production acceptance test requirements (Section 3.7.3). Additional FAT shall be conducted when:

- i. A Class I change is made to the technical data.
- ii. Whenever there is a lapse in production for a period in excess of 60 days.
- iii. Whenever a major change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply (e.g. motor, generator, electronics control unit)
- iv. When conditions of (i), (ii) or (iii) occur, the contractor shall notify the contracting officer so that a determination can be made concerning the need for an additional first article sample, or portion thereof, and instruction provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in place of performance or material substitution shall be borne by the contractor.

CDRL A0006

First Article Test (FAT) Procedure

CDRL A0007

First Article Test (FAT) Inspection Report

3.7.2 Environmental Stress Screening. The contractor shall develop and submit for Government review and approval a U-EAPU Environmental Stress Screening (ESS) Plan for all U-EAPU delivered under this contract. At a minimum the ESS shall subject the U-EAPU system to temperature. If vibration and temperature are performed, they are not required to be performed at the same time. The U-EAPU shall be subjected to at least six (6) ESS cycles and the last two (2) ESS cycles shall be failure free. After government approval of the ESS plan, the contractor shall conduct ESS on every production unit to be delivered under this contract.

CDRL A0008

Environmental Stress Screening Procedure

3.7.3 Acceptance Tests and Quality Conformance Inspections. The contractor shall develop and submit for Government review and approval an U-EAPU acceptance test plan covering the quality conformance inspections and acceptance test of all U-EAPU systems delivered under this contract. The ATP shall be sufficiently rigorous to ensure that contractor's manufacturing processes, equipment, and procedures are effective and that systems successfully passing the ATP will meet the requirements of the contract and this SOW. After government approval of the ATP, the contractor shall conduct production acceptance tests on every production unit to be delivered under this contract. The contractor shall conduct semi-annual quality conformance inspections (including testing high temperature, low temperature, dust, vibration, shock, humidity) to ensure manufacturing parts, processes, and procedures are maintained. The Government reserves the right to have representative(s) witness any production acceptance tests and quality conformance inspections.

CDRL A0009

Acceptance Test Plan (ATP)

CDRL A0010

Semi-Annual Report

3.8 Engineering Support

3.8.1 Systems Engineering Support. The contractor shall provide system engineering support, as required, to investigate field problem reports, development of government requested Engineering Change Proposal, and perform government directed engineering analysis on the integration and improvement of the U-EAPU. Specific individual tasking will be submitted as individual delivery orders.

3.9 Logistics Support.

3.9.1 Maintenance Concept. The maintenance concept will consist of three levels of maintenance; Operator/Crew, Field, and Sustainment to comply with the current Marine Corps Logistics Modernization Initiative. Each level will include Preventive Maintenance Checks and Services (PMCS), troubleshooting and the replacement of failed parts based on personnel skills, support equipment and available documentation. A business case analysis will be performed to determine if the government depot or a vendor of choice represents best value for long term sustainment of the system.

3.9.2 Interim Contractor Logistics Support. The contractor shall provide Interim Contract Logistics Support (ICLS) for the Upgraded External Auxiliary Power Unit program as required. As part of the ICLS effort, the contractor shall be tasked to perform one or more of the following: preparing and submitting provisioning documentation, hosting provisioning related conferences, preparing and submitting provisioning technical documentation, updating technical manual and supporting government technical manual revisions, preparing and providing training materials, conducting unit training, supporting warranty and non-warranty repair issues, and producing, procuring, storing, accounting for, shipping repair parts and providing field installation support. When required, specific individual tasking will be submitted as individual delivery orders.

3.9.3 Expendable List. The contractor shall provide a list of recommended expendable components. This list shall include all filters and fluids. This list shall include at a minimum: the name, government part number, National Stock Number (NSN), and quantity in each U-EAPU. If a government part number or National Stock Number (NSN) is not available, the contractor shall furnish the government with the necessary information for provisioning of expendable items into the government supply system.

CDRL A0011

Provisioning Technical Information

3.9.4 Service Kits. The contractor shall provide service kits for the U-EAPU that shall at a minimum contain: air filter, oil filter, fuel filter. In addition, the kit shall contain an item from the expendable list that requires to be changed as part of normal maintenance interval for the U-EAPU.

3.9.5 Provisioning.

3.9.5.1 Provisioning and Other Pre-procurement Screening. The contractor shall identify provisioning and other pre-procurement screening data to be submitted for Government screening. Provisioning and other pre-procurement screening data are used to identify existing National Stock Numbers (NSNs) for items, validate currency of an NSN, and aid in maximum use of known assets. The contractor shall develop/document Provisioning Technical Documentation to include, but not be limited to Provisioning Parts List (PPL), Long Lead Time Items List (LLTIL), Design Change Notices (DCNs) and, Engineer Data for Provisioning (EDFP) and provide as part of CDRL A0011. These lists shall contain the Data Products selection list.

3.9.5.2 Provisioning Parts List (PPL). The PPL shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced, and which, when combined, constitute the end item, component or assembly and shall include items such as parts and materials required for the operation and maintenance of the end item SSOT. The PPL is a tool used to determine the range of support items required to maintain the end item for an initial period of service. This includes all repairable Commercial off-the- Shelf (COTS) items, unless excluded by the provisioning requirements. It does not include a breakdown of Government furnished equipment. The PPL shall include items such as parts, materials, and fittings required for the operation and maintenance of the end item/equipment and the information shall be provided as part of CDRL A0011. The PPL shall contain repair kits and repair parts sets required to maintain the end item.

3.10 Technical Publications.

3.10.1 Change Pages/Modification Instructions. The contractor shall provide change pages for the Marine Corps TM 08953-10 (operator) and the Marine Corps TM 08953-20 (maintenance) manual sections pertaining to the current EAPU. The change pages shall at a minimum provide the same information as in the current technical manual pages devoted to the U-EAPU. The contractor shall produce and provide the necessary artwork to support the development of the change pages. The artwork shall be sufficient to address the operation and maintenance of

the U-EAPU and interfacing hardware. The contractor shall provide the necessary information to support the generation of a complete repair parts list, an expendable parts list and the artwork (exploded views) to support organizational (preventative) maintenance.

CDRL A0012 Maintenance Manual Changes

3.10.2 Validation. The contractor shall validate the accuracy of all procedures on each change page by demonstration. The contractor shall notify the government 30 days prior to the validation schedule for Government observation of contractor validation. The government reserves the right to participate in the contractor's validation or to conduct a concurrent validation/verification.

3.10.3 Validation Performance. Operating and maintenance procedures, which include, but are not limited to, checkout, Preventative Maintenance Checks and Services (PMCS), scheduled maintenance, removal and replacement instructions, and any associated checklists, shall be validated against the system by actual demonstration. The contractor shall correct all discrepancies found during validation.

3.10.4 Validation Records. Records of all validations performed shall be maintained by contractor and be available for Government review.

3.10.5 Validation Certification. The contractor shall, concurrently with the change pages for each TM, deliver a signed validation completion certificate, attesting to the adequacy and accuracy of all information.

3.10.6 Verification. The government will verify that all TM change pages are accurate. The Government may choose to perform verification concurrently with the Contractor's validation effort or at an alternate time at the contractor's facility. The Contractor shall provide end item hardware, technical/engineering support, support equipment, and facilities as required to aid the Government in the performance of the verification effort. The contractor shall provide one copy of all change pages to each verification participant 30 calendar days prior to the scheduled verification effort. The contractor shall incorporate Government comments from all reviews, training events, test events, and government verification reviews into the final submission of all change pages. The TM validation / verification and system provisioning shall be completed and approved by the Government prior to U-EAPU delivery to the Government.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0100AG:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 0100AH:

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

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0100AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 09-JAN-2009 TO 08-JAN-2010 N/A MARINE CORPS SYSTEMS COMMAND M67854
ANDERSON CAPT JASON
2200 LESTER STREET
QUANTICO VA 22134
703-432-4266
FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2009 TO 08-JAN-2010	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 0100AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2009 TO 08-JAN-2010	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2009 TO 08-JAN-2010	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 0100AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2010 TO 08-JAN-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2010 TO 08-JAN-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 0100AD has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2010 TO 08-JAN-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2010 TO 08-JAN-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 0100AE has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2011 TO 30-SEP-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 09-JAN-2011 TO 30-SEP-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854
-----------------------------------	-----	--	--------

The following Delivery Schedule item for SUBCLIN 0100AF has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2011 TO 30-SEP-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2011 TO 30-SEP-2011	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 0100AH:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-JAN-2009 TO 30-SEP-2009	N/A	MARINE CORPS SYSTEMS COMMAND ANDERSON CAPT JASON 2200 LESTER STREET QUANTICO VA 22134 703-432-4266 FOB: Destination	M67854

(End of Summary of Changes)