

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Firm Fixed Price

Page 1 Of 35

2. Amendment/Modification No.

0004

3. Effective Date

2014SEP26

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
 PAMELA TAIARIOL
 WARREN, MICHIGAN 48397-5000
 HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-13-R-0036

9B. Dated (See Item 11)

2014JUL01

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. 2014OCT23 12:00pm

Offers 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 2 signed copies of the amendments; (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 ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: _____ 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 data, 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 is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

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)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/
(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PAMELA TAIARIOL
Buyer Office Symbol/Telephone Number: CCTA-HBF-C/(586)282-3743
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

1. The purpose of Amendment 0004 to W56HZV-13-R-0036 is as follows:

a. SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS:

1. Change the CLIN 0002 title from FIRST ARTICLE TEST SYSTEM to FIRST ARTICLE TEST UNIT-UNMOUNTED ARMOR KIT.
2. Add Scope reference C.4.7 to CLIN 0002-FIRST ARTICLE TEST UNIT-UNMOUNTED ARMOR KIT, Narrative B001.
3. Add CLIN 0027-FIRST ARTICLE TEST UNIT-MOUNTED ARMOR KIT

b. SECTION C-DESCRIPTION/SPECIFICATIONS/WORK STATEMENT: Add paragraphs C.4.6.1.1 and C.4.6.1.2 as follows:

C.4.6.1.1. Hardware Deliverables Constituting CLIN 0002-FIRST ARTICLE TEST UNIT-UNMOUNTED ARMOR KIT. For the purposes of placing orders under CLIN 0002 of this contract, a FIRST ARTICLE TEST UNIT shall include:

- lea Heavy Crane Vehicle
- lea B Kit Crew Protection Kit (Armor Kit)-Unmounted
- lea Complete Set of Attachments (Four Leg Sling Set, Concrete Barrier Lifter, Clamshell Bucket, Concrete Bucket, Pile Drive with Install Kit)

C.4.6.1.2. Hardware Deliverables Constituting CLIN 0027-FIRST ARTICLE TEST UNIT-MOUNTED ARMOR KIT. For the purposes of placing orders under CLIN 0027 of this contract, a FIRST ARTICLE TEST UNIT shall include:

- lea Heavy Crane Vehicle with a B-Kit Crew Protection Kit (Armor Kit) mounted on the vehicle
- lea Complete Set of Attachments (Four Leg Sling Set, Concrete Barrier Lifter, Clamshell Bucket, Concrete Bucket, Pile Drive with Install Kit)

c. SECTION E-INSPECTION AND ACCEPTANCE: Revise E.3-Testing as follows:

FROM: The contractor shall deliver up to three units for testing. First Article Test (FAT) shall consist of both a contractor FAT and a Government FAT. This test will be conducted in accordance with Section E & Section 4 of ATPD-2408. FAT approval, per FAR clauses 52.209-3 and 52.209-4, requires successful completion of both contractor and Government testing. The contractor's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, Section E.4 and FAR clause 52.209-3. The Government's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, and FAR 52.209-4. The First Article shall consist of up to three Heavy Cranes: two test units and one logistics units. The contractor shall ship the test units from its facility to the Governments test site and back at its own expense.

TO: The contractor shall deliver up to three units for testing. Each First Article Test (FAT) shall consist of both a contractor FAT and a Government FAT. FAT will be conducted in accordance with Section E & Section 4 of ATPD-2408. FAT approval, per FAR clauses 52.209-3 and 52.209-4, requires successful completion of both contractor and Government testing. The contractor's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, Section E.4 and FAR clause 52.209-3. The Government's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, and FAR 52.209-4. The First Article shall consist of up to three Heavy Crane test units as defined in C.4.6.1.1 and C.4.6.1.2. The contractor shall ship the test units from its facility to the Governments test site and back at its own expense.

d. SECTION I-CONTRACT CLAUSES: Add a reference to CLIN 0027 to FAR Clauses 52.209-3 and 52.209-4.

e. SECTION J-LIST OF ATTACHMENTS: Revise ATT 0030-PRICE EVALUATION WORKSHEET, Year 1 tab, as follows:

1. Change the CLIN 0002 Noun(Item) in cell B10 from FIRST ARTICLE TEST (FAT) SYSTEM to FIRST ARTICLE TEST (FAT) UNIT-UNMOUNTED ARMOR KIT and change the Estimated Quantity from 3 each to 2 each.

2. Add Scope reference C.4.7 to cell C10.

3. Add CLIN 0027-FIRST ARTICLE TEST (FAT) UNIT-MOUNTED ARMOR KIT with an Estimated Quantity of 1 each.

2. The date for receipt of offers on Page 1 is extended from 12:00pm on 2014OCT02 to 12:00pm on 2014OCT23.

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Name of Offeror or Contractor:

3. All other sections of W56HZV-13-R-0036 remain unchanged.

*** END OF NARRATIVE A0004 ***

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Name of Offeror or Contractor:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Offeror shall provide all proposed prices in the highlighted areas of Attachment 0030 (Price Evaluation Worksheet) of the RFP. As such, the Offeror shall not enter proposed prices into Section B of the RFP.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>FIRST ARTICLE TEST UNIT-UNMOUNTED ARMOR KIT</u></p> <p>COMMODITY NAME: FAT Mfr CAGE: 11 Mfr Part Number: 11</p> <p>Shall be IAW Section C, Scope of Work, paragraph C.4.6.1. and C.4.7.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 240</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____
0027	<p><u>FIRST ARTICLE TEST UNIT-MOUNTED ARMOR KIT</u></p> <p>COMMODITY NAME: FAT Mfr CAGE: 11 Mfr Part Number: 11</p> <p>Shall be IAW Section C, Scope of Work, paragraph C.4.6.1. and C.4.7.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 240</p> <p>FOB POINT: Origin</p>			\$ _____	\$ _____

CONTINUATION SHEET

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C

C.1 HARDWARE DELIVERY

C.1.1 End Items. The contractor shall deliver a single model Type II Heavy Crane that meets all the technical requirements of the Purchase Description (PD) No. ATPD-2408, Type II Heavy Crane (Attachment 0001). Delivery Orders will specify the quantity, delivery dates, destinations, packaging requirements and paint colors.

C.1.1.1 Basic Issue Items (BII). The contractor shall identify and provide BII in accordance with ATPD-2408 for each Heavy Crane. The contractor shall list BII by National Stock Number (NSN) in a separate appendix to the operator's manual (see paragraph C.5.5.2.1). The contractor shall over-pack (boxed and strapped to the vehicle) a complete set of BII with each vehicle, to include the BII list. BII are those items identified as essential for an operator or crew to place the Heavy Crane into initial operation to accomplish its defined purpose. These items are essential to perform emergency repairs which cannot be deferred until completion of an assigned mission and routine maintenance. The BII are not listed on the engineering drawings. The BII includes those select common and special purpose tools, select Test Measurement Diagnostic Equipment (TMDE), select spare and repair parts, Operator publications, first aid kits, and safety equipment (for example fire extinguishers) authorized for the Heavy Crane. Although spare and repair parts are not normally included in BII, exceptions may be made to meet the criteria above. The contractor shall also include the following items as BII: Tie-down Straps, shovel, mattock with handle, chopping ax, chock blocks, four-foot framing level with protective case, and hydraulic slave cables. The BII list shall be delivered in accordance with Exhibit A, Contract Data Requirements List (CDRL) A001-BII.

C.1.1.2 Initial Service Package (ISP). The contractor shall provide an ISP for each Heavy Crane. The ISP shall consist of all service parts/items required to meet warranty service intervals and perform scheduled maintenance for one year. The contractor shall mark each item with the nomenclature, part number and NSN. The contractor shall over-pack (boxed and strapped to the vehicle) a complete ISP, to include the ISP list, with each vehicle.

C.1.1.3 Spare Parts Kit. The Spare Parts Kit shall be comprised of parts that are high-demand, have a production lead time of a minimum 8 months, or are mission essential. The Spare Parts Kit is expected to support one vehicle for 90 calendar days of operation. The contractor shall mark each item with nomenclature, part number and NSN.

C.1.1.4 Special Tools Kit. The contractor shall provide a Special Tools Kit that contains all special tools for the Heavy Crane approved by the Government in accordance with C.5.2.4. The kit shall be given a unique part number and CAGE code that lists all tools within the kit.

C.2 DATA

C.2.1 Data Requirements. The contractor shall deliver all data in English in accordance with the requirements established in Exhibits A and B, Contract Data Requirements Lists (DD Form 1423).

C.2.2 The contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. Government acceptance of data deliverables hinges on the completeness, accuracy, compatibility of submitted documentation, and the applicable military standards and specifications.

C.3 MEETINGS AND REVIEWS

C.3.1 General. The contractor and Government will have meetings and reviews during this contract's performance period, as outlined in C.3.2 below. Meetings are used to review progress and provide guidance on technical, logistics, contractual or other issues that arise during contract performance. For all meetings, the contractor will develop an agenda and coordinate it with the Government no later than three calendar days prior to each meeting CDRL A002-Meeting Agenda. When meetings are at the contractor's facility, the contractor will ensure the following are available for the Government's use: required technical, logistics or other documentation (including drawings, computer data bases, publications, and other data); and computer resources. The contractor shall submit minutes of each meeting or review and deliver in accordance with CDRL A003-Meeting Minutes.

C.3.2 Meetings. The contractor shall participate in the following meetings:

C.3.2.1 Start-of-Work (SOW) Meeting. Within 30 calendar days of contract award, a SOW meeting will be held at TACOM and may last up to four calendar days. The contractor shall present its plan to manage and develop engineering and logistics products and services to include an integrated master schedule with all logistics, engineering and test events in accordance with Attachment 0002-Integrated Master Schedule (IMS). The plan shall identify dates for all program events and data deliverables. The plan and schedules will be reviewed by the Government and managed by the contractor for the life of the contract. The plan and schedules will be reviewed at each Program Status Review (PSR) or applicable In-Process Review (IPR); the Integrated Logistics Schedule (ILS) will be reviewed at each Supportability Integrated Product Team (SIPT) or applicable IPR for the life of the contract. The SOW meeting will focus on reviewing the following.

- a. Contract terms and conditions

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- b. Data requirements
- c. Required specifications
- d. Test requirements and schedules
- e. Program Schedule to include all Engineering and Integrated Logistics Support (ILS) program events and data deliverables
- f. Logistics products and data development guidance

C.3.2.1.1 Publications Start-of-Work (SOW) Meeting. A Publications SOW meeting will be held by the Government with the contractor as a sub-meeting of the overall contract SOW meeting. The purpose of this meeting is to review publications contract requirements, establish lines of communications, answer all questions, and present a publications schedule based on the requirements of the program and the contract.

C.3.2.2 Program Status Reviews (PSRs). PSRs shall be held quarterly, beginning 90 calendar days after the SOW meeting until completion of all data deliverables. The meetings will encompass the contractor's production, test, quality assurance and data deliverable status. The PSR shall be held at the contractors facility.

C.3.2.3 In-Process Reviews (IPRs). The Government may request up to four IPRs per year at the contractors facility to review engineering and logistics issues and reach consensus for resolution.

C.3.2.4 Supportability Integrated Product Team (SIPT) meetings. The contractor shall participate in quarterly SIPT meetings. The purpose of these meetings is to cover the entire Logistics Support Package development and assess the twelve elements of Integrated Logistics Support (ILS) (see paragraph C.5.1). It is anticipated that these meetings will be held in conjunction with the PSRs.

C.3.2.5 Provisioning Reviews. The contractor shall host a minimum of six ten day provisioning reviews throughout the duration of the contract. Each incremental submission shall have at least 1,600 lines, but no more than 3,000 lines, unless approved in advance by the Government. Each event will review any complete assemblies, major or minor. The Government, prior to submission, will authorize deliveries of less than 1,600 lines. Each incremental submission must include at least one complete additional major assembly. All submissions will be labeled initial, changes, deletions or any combination of the three transactions. The Government will reject provisioning data submittals found not to be in compliance with the requirements detailed in CDRL A004-PPL/Provisioning Reviews and A005-EDFP. The contractor will provide the following, as necessary, to support the provisioning review effort:

C.3.2.5.1 Two hard copies of the Provisioning Parts List (PPL) in a format acceptable to TACOM LMP provisioning system in 1388-2B format.

C.3.2.5.2 Each Part List Item Sequence Number (PLISN) without an active NSN on the PPL will have an accompanying hardcopy Engineering Data for Provisioning (EDFP) drawing.

C.3.2.5.3 For the PLISNs with active NSNs hard copy Pre-Procurement Screening (PPS) will be submitted that is no older than 30 calendar days.

C.3.2.5.4 An electronic copy of the LSA-036 (via email the morning of the review).

C.3.2.5.5 Facilities and office space including copying and data processing access.

C.3.2.5.6 Internet access.

The contractor will provide to the Government the PPL in LSA-036 format, hard copy medium.

The contractor shall provide advanced copies of the PPL and EDFP data to each review attendee per CDRL A004-PPL/Provisioning Reviews and CDRL A005-EDFP.

A production-representative Heavy Crane that has passed contractor testing shall be present at each provisioning review to include any armor kits and attachments such as pile driver and clam shell.

C.3.2.6 Publications In-Process Reviews. The contractor shall support up to four Publications IPRs at the contractors facility throughout the duration of the contract, by providing samples of work accomplished to date, answering questions about publications work processes, providing records of Quality Assurance (QA) reviews, and responding to Government comments regarding publications processes or work samples. Additional IPRs may be conducted by video teleconference (VTC) at no cost to the Government if the Government determines they are necessary.

C.3.2.7 Maintenance Analysis (MA) Review. The contractor shall facilitate joint Government-contractor maintenance reviews at the contractors (or logistics sub-contractors) facility to review the maintenance planning and analysis results in accordance with the contract schedule.

The contractor shall update the MA for the life of the contract and provide it for Government review if requested.

C.3.2.8 Training In-Process Reviews (IPRs). The Government and contractor shall hold joint Training IPRs at the contractors facility a

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maximum of four times per year. At each IPR, the contractor shall provide a comprehensive review of the status of training development and issues requiring Government intervention. The contractor shall make available at each IPR all training documentation for Government review. The meetings will be held 15 calendar days after the completion of approval of training outlines in accordance with CDRL A032 Course Outline, to repeat 30 calendar days after material development.

C.4 SYSTEM ENGINEERING

C.4.1 General. The contractor shall maintain a systems engineering program to manage and control the contractors design and technical processes to ensure the Heavy Cranes delivered to the Government fully satisfy the technical requirements of ATPD-2408 and this contract.

C.4.2 Armor Design Reviews. The contractor shall present current armor design engineering issues and proposed solutions as an integral part of each PSR.

C.4.3 System Safety

C.4.3.1 Safety Engineering. The contractor shall apply the standard safety practices as described in MIL-STD-882E, section 4 General Requirements and shall manage the engineering design process to ensure the safety-related requirements specified in ATPD-2408 are met.

C.4.3.2 Safety Assessment Report (SAR). The contractor shall prepare a SAR in accordance with CDRL A006-SAR and Attachment 0003-Safety Assessment Report.

C.4.3.3 System Safety Management Program. A system safety management program shall be established and maintained by the contractor throughout the duration of the contract. The contractor may use Attachment 0004-System Safety Program Guide as a reference in setting up and maintaining the program, or in adapting an existing contractor program to meet the Government requirements detailed in this guide.

C.4.4 Environmental Management

C.4.4.1 Hazardous Materials. The contractor shall limit use of any hazardous materials in accordance with the ATPD-2408.

C.4.4.2 Hazardous Materials Management Program (HMMP) Report. The contractor shall prepare a HMMP Report that identifies all hazardous materials required for system production and sustainment, including the parts or process that requires them. This report shall be prepared in accordance with CDRL A007-HMMP Report.

C.4.5 Transportability. The contractor shall use the interface design criteria in MIL-STD-1366E, as applicable, to meet the specific Heavy Crane transportability performance requirement of ATPD-2408. The contractor shall prepare a Transportability Report in accordance with CDRL A008-Transportability Report.

C.4.6 System Verification

C.4.6.1 First Article Testing. First Article Test (FAT) shall consist of both a contractor portion and a Government portion. FAT approval, per clauses 52.209-3 and 52.209-4, requires successful completion of both contractor and Government testing. The contractors tests and inspections shall be conducted in accordance with Section 4, Table 1 of ATPD-2408, Section E, and FAR clause 52.209-3. The Governments tests and inspections will be conducted in accordance with Section 4, Table 1 of ATPD-2408, Section E, and FAR 52.209-4. The contractor shall ship the test units from its facility to the Government test site and back at its own expense. Full acceptance of FAT is subject to PCO approval.

C.4.6.1.1. Hardware Deliverables Constituting CLIN 0002-FIRST ARTICLE TEST UNIT-UNMOUNTED ARMOR KIT. For the purposes of placing orders under CLIN 0002 of this contract, a FIRST ARTICLE TEST UNIT shall include the following:

- lea Heavy Crane Vehicle
- lea B Kit Crew Protection Kit (Armor Kit)-Unmounted
- lea Complete Set of Attachments (Four Leg Sling Set, Concrete Barrier Lifter, Clamshell Bucket, Concrete Bucket, Pile Drive with Install Kit)

C.4.6.1.2. Hardware Deliverables Constituting CLIN 0027-FIRST ARTICLE TEST UNIT-MOUNTED ARMOR KIT. For the purposes of placing orders under CLIN 0027 of this contract, a FIRST ARTICLE TEST UNIT shall include:

- lea Heavy Crane Vehicle with a B-Kit Crew Protection Kit (Armor Kit) mounted on the vehicle
- lea Complete Set of Attachments (Four Leg Sling Set, Concrete Barrier Lifter, Clamshell Bucket, Concrete Bucket, Pile Drive with Install Kit)

C.4.6.2 Contractor Responsibility For Timely Delivery of Logistics Data. Acceptance of hardware end items will not proceed until the

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contractor fully complies with all logistics data requirements under the contract necessary to complete a full AR 700-142 Material Release. The Contracting Officer has the unilateral right to extend the contract delivery schedule for production units at no cost to the Government by the period of time equal to any delay in delivery of logistics data or information. During this delay period, the contractor shall store all Heavy Cranes produced at no additional cost to the Government.

C.4.6.3 Failure Reporting, Analysis, and Corrective Action System (FRACAS). The contractor shall implement a closed-loop failure reporting system for FAT failures. The contractor shall prepare and submit a Failure Analysis and Corrective Action Report (FACAR) in accordance with CDRL A009- Failure Analysis and Corrective Action Report (FACAR) in response to each Government prepared Test Incident Report (TIR) prepared during Government FAT. TIRs will be documented by Government data collectors in the Armys VISION Data Library System (VDLS). The contractor will be given read and write access to the VDLS. The contractor shall request access to VDLS following procedures documented on the VDLS website (<http://vdls.atc.army.mil>) within 30 calendar days of contract award. The contractor must have an Army Knowledge Online (AKO) account established prior to requesting access to VDLS. The contractor is responsible for regularly accessing VDLS and obtaining all TIRs released under this contract. Each FACAR shall consist of a comprehensive analysis of the test incident, the mode of failure, and root cause of failure, and document the corrective action proposed or taken to prevent recurrence of the incident. All approved corrective actions shall be documented and incorporated into the contractors production procedures and Heavy Crane technical data package, as applicable.

C.4.7 Contractor Support During Government FAT

C.4.7.1 Contractor Materials for Government FAT. The contractor shall supply all BII (see paragraph C.1.1.1) and commercial Operators and Service manuals with each vehicle delivered for Government testing.

C.4.7.2 Test Support Package (TSP) and Test Support Package (TSP) List. The contractor shall provide a TSP List to the Government in accordance with CDRL A010-Test Support Package (TSP). The TSP List shall contain sufficient quantities of supplies (excluding fuel) needed to maintain operation of Heavy Crane test vehicles for the duration of Government FAT, all spares and repair parts deemed to have a high failure rate, and all special tools and TMDE required to perform maintenance. The contractor shall deliver all items on the approved TSP List to the Government FAT site in plastic weather-resistant containers with the First Articles. The contractor shall re-supply the TSP within 48 hours of notification, using best commercial practice for packaging and shipment.

C.4.7.3 Tester Training. The contractor shall provide training for the Government FAT vehicle operators and test support personnel. The contractor shall develop and conduct an introduction to the vehicle for Government support personnel prior to Government FAT testing. The training will cover system operation and controls required to safely operate the vehicle, preventive maintenance and other operator-level maintenance tasks. The training shall be at least 50% hands on training. The length of the training class shall be a maximum of 8 hours. The training shall be conducted at the Governments test facility, Aberdeen Test Center. The contractor shall conduct training for a maximum of 12 personnel. The contractor may use commercially available training material for this course.

C.4.7.4 Contractor Maintenance Support for Government FAT. The contractor shall provide technical and maintenance support during all periods of Government testing. Technical and maintenance support consists of providing qualified technical personnel to provide advice, trouble shooting, maintenance assistance, and repair of the system. Maintenance support consists of providing on-site troubleshooting and maintenance, along with spares and repair parts needed to perform periodic services and repairs for the duration of the Government test. The contractor is responsible for shipping and tracking the return of items to or from off-site repair facilities. The contractor shall replace any part which fails to perform its function during the Government test, and correct any deficiency detected. All costs for parts and labor are the contractors responsibility. The contractor shall provide personnel, parts and deficiency corrections within 24 hours of notification by the Government and without any additional cost to the Government.

C.4.8 Configuration Management

C.4.8.1 Configuration Baseline. The contractor shall be responsible for maintaining configuration control of the products delivered under this contract. The contractor shall establish a product configuration baseline upon PCO approval of the First Article. This baseline will identify and formally document the functional and physical characteristics of the Heavy Crane. The documentation shall be made available for Government review upon request following establishment of the baseline.

C.4.8.2 Engineering Changes - Contractor Initiated. The contractor shall submit requests for approval of changes to the configuration baseline to the Contracting Officer at least 60 calendar days before the proposed application date. The request for change shall include the information on CDRL A011-Engineering Change Proposals.

C.4.8.2.1 Government Review

The Government may require the contractor to perform additional tests to verify acceptability of any proposed change. The Government will determine the extent of testing up to and including a complete Government FAT for that change. The contractor will perform the tests at no additional cost to the Government. Further, any production or delivery delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract.

C.4.8.2.2 Responsibility for Data

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Within 90 calendar days of any configuration change, the contractor shall submit, at no cost to the Government, revisions to all affected contractual data deliverables.

C.4.8.2.3 Configuration Change Report

The contractor shall maintain a record of configuration changes and shall submit a report summarizing all changes (whether or not change affects form, fit or function) made to date in accordance with CDRL A012- Configuration Change Report.

C.4.8.2.4 Responsibility for the Cost of Changes. The responsibility for the cost of changes is as follows:

C.4.8.2.4.1 This is a firm-fixed-price contract. There will be no price increases as a result of a contractor initiated configuration change.

C.4.8.2.4.2 The Government is not responsible for additional testing or software costs associated with any contractor initiated configuration change.

C.4.8.2.4.3 When a change results in reduced contractor costs, the Government may, at the sole discretion of the Contracting Officer, require an equitable downward adjustment to the contract price.

C.4.8.2.4.4 The Government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

C.4.8.3 Engineering Changes Government Initiated

In the event the Government desires a change to the end item configuration, the PCO will request, in writing, a proposal from the contractor.

C.4.8.4 Definitions. The following are definitions of Form, Fit, and Function:

C.4.8.4.1 Form: Fits and functions in the same way as the item it replaces (interchangeable, substitutable) and may include components that are of different materials than the replaced components, but do not affect fit or function (interchangeable, substitutable). Replacement, repair, service or maintenance of the item is exactly the same as the item it replaces.

C.4.8.4.2 Fit: Item goes onto, into or attached, to the equipment exactly as the item it replaces. No difference in mounting, interface or operation between replaced and replacing parts. There is an exact fit match.

C.4.8.4.3 Function: Item operates exactly as the item it replaces, with no functional difference between the old, replaced item and the new, replacing item. When appropriate, the replacing item shall be inspected, replaced, repaired or otherwise maintained in exactly the same method as the item it replaces.

C.5 LOGISTICS/SUPPORTABILITY

C.5.1 Integrated Logistics Support (ILS). The contractor shall appoint an ILS Manager who will be responsible for managing the entire logistics statement of work of this contract. The contractor shall plan, manage, and develop an integrated logistics support program through testing and fielding to ensure supportability of the Heavy Crane. At the SOW meeting, the contractor shall present their integrated logistics support plan for development and management of all logistics products as well as the ILS schedule for incorporation to the contract as an attachment. The plan shall address all 12 elements of ILS identified in Army Regulation 700-127, Integrated Logistics Support and DA Pamphlet 700-56, Logistics Supportability Planning and Procedures in Army Acquisition. The plan shall include the proposed Functional group code sequence (C.5.2.1) to at least indenture level C, where indenture level A is the vehicle.

C.5.1.1 Supportability Analysis/Logistics Management Information (LMI). The contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The contractor shall use GEIA-STD-0007, Performance Specification, Logistics Management Information (LMI), in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. MIL-PRF-49506 shall be used as reference.

C.5.2 Maintenance Planning. The contractor shall conduct Maintenance Planning that determines maintainability characteristics of the Heavy Crane. This analysis shall be incorporated into the Maintenance Analysis and shall identify all maintenance functions, manpower, spare parts, and the support equipment required. The analysis will be in End Item hardware top down breakdown, disassembly sequence with attaching hardware being called off first. It will identify Functional Group Codes (FGC) in accordance with Technical Bulletin (TB) 750-93-1 for each repairable item. The contractor shall develop a supportability analysis as part of the overall management and engineering process for the Heavy Crane. This analysis shall address the supportability requirements of the Heavy Crane in terms of operation and maintenance task requirements and the associated support resources to support it. This supportability analysis shall be incorporated into the Maintenance Analysis.

C.5.2.1 Maintenance Analysis. The contractor shall analyze the operational, maintenance and support functions of the system in the

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identification of required operator and maintenance tasks. Maintenance of the Heavy Crane will be driven by the two level maintenance concepts: Field and Sustainment. The analysis shall be documented in the contractors format as an LMI summary entitled in the "Maintenance Analysis and shall identify maintenance functions, levels of maintenance, manpower, spare parts and the support equipment required. NOTE: Maintenance tasks shall be designated to the appropriate Level of Maintenance in accordance with AR 750-1. The analysis shall determine maintenance requirements, including all Preventive Maintenance Checks and Services (PMCS), based on: (1) identification of components which are critical in terms of mission and operating system; (2) components whose functional failure will not be evident to the operator; (3) economical and/or operational consequences of failure; and (4) when scheduled maintenance can prevent failures. The Maintenance Analysis shall be documented in end item hardware breakdown sequence (top-down breakdown), Functional Group codes (FGC) in accordance with Technical Bulletin (TB) 750-93-1. The Maintenance Analysis Summary shall be prepared and delivered in accordance with Attachment 0005-LMI Summary Worksheet: Maintenance Analysis and CDRL A013-Maintenance Analysis (MA).

C.5.2.2 Level of Repair Analysis (LORA). The contractor shall conduct the Level of Repair Analysis (LORA) for the Heavy Crane System. For items with a minimum acquisition unit cost of \$1,000, the contractor analysis shall determine the maintenance level at which the items should be repaired or replaced. The contractor shall include economic and non-economic criteria in this analysis. Non-economic criteria that could impact the level of maintenance decision include, but are not limited to: manpower and personnel implications, support equipment and facilities availability, and the maintenance concept. Results of this analysis shall be incorporated in the Maintenance Allocation Chart (MAC) and Technical Manuals, required elsewhere in this Statement of Work. Additionally, factors such as availability of replacements and the effect on operational readiness must also be considered.

The Government reserves the right to request that the LORA be made available at Maintenance Planning, Provisioning, and Publication Reviews and Provisioning Reviews. The LORA shall be delivered in accordance with CDRL A014- Level of Repair Analysis (LORA) and Attachment 0006-Level of Repair Analysis (LORA).

C.5.2.3 Draft Maintenance Allocation Chart (MAC). The contractor shall submit or update the Maintenance Allocation Chart (MAC) in accordance with MIL-STD-40051-1B. The MAC is a living document that forms the basis for Technical Manual (TM) development. It is, therefore, subject to changes until PVT is completed and approved. The MAC shall identify the repair functions that must be performed, the maintenance levels responsible for the function, and the active repair time, tools and test equipment necessary to perform the function for each repairable assembly, subassembly, and component in Functional Group Code (FGC) sequence, in accordance with TB 750-93-1. The MAC shall include all maintenance significant components, assemblies, subassemblies and modules. Parts requiring a test procedure prior to replacement shall also be listed in the MAC. Submit MAC in accordance with CDRL A015- Maintenance Allocating Chart (MAC).

A preliminary report formatted and containing all the elements of a MAC shall be prepared as part of the Maintenance Analysis Summary and provided for each review.

C.5.2.4 Support Equipment, Tools, and Test Equipment (STTE). The contractor shall deliver a list of Support Equipment, Tools, and Test Equipment utilized to maintain the Heavy Crane. The source data for this list will be the Maintenance Analysis, performed per paragraph C.5.2.1. The STTE list shall be delivered on an excel type spreadsheet and shall identify special tools and TMDE not contained in the authorized U.S. Army Supply Catalogs (SCs). The list shall also identify all TMDE being utilized from the authorized SCs to maintain or troubleshoot the Heavy Crane. A list of authorized SCs that contain common tools and other SC information is provided at Attachment 0007-Special Equipment, Tools, and Test Equipment (STTE). Maximum use of common tools, support equipment, and TMDE normally organic to the user is desired. If a required item is not contained in the SCs provided then the contractor shall provide the proposed alternative item to the Government. The Government will decide whether or not the contractor proposed alternative item will serve as a suitable and effective replacement for the item in question. The list shall provide Nomenclature, Cage Code (CAGEC), NSN, if assigned, Part Number (PN), level of maintenance, and price of each item on the list. All Government comments and contractor responses shall be captured on the STTE spread sheet for each item on the list. The contractor shall deliver an STTE List in accordance with CDRL A016-STTE List and Attachment 0007-Special Equipment, Tools, and Test Equipment (STTE).

C.5.2.4.1 Special Tools. The following paragraphs are included to clarify special tools for Army use. Special tools are tools not identified in a unit's authorized Sets, Kits, and Outfits (SKO) SCs. Special tools include:

C.5.2.4.1.1 Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by LCNs in Repair Parts and Special Tools Lists (RPSTLs) and located in Technical Manuals (TMs) as appendices. Fabricated tools are used on a single end item.

C.5.2.4.1.2 Tools that are supplied for military applications only (e.g., a cannon tube artillery bore brush) or tools having great military use but having little commercial application.

C.5.2.4.1.3 Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports the end item/unit (e.g., a spanner wrench used on a specific Ford engine model and on another engine in the Army inventory).

C.5.2.4.1.4 Tools and TMDE required to maintain or diagnose the Heavy Crane that are not available in the units authorized SKO SC.

C.5.2.4.1.5 Department of the Army Pamphlet (DA PAM) 700-60 provides regulatory guidance on Sets, Kits and Outfits. It may be obtained at: http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml

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C.5.2.4.2 Test Measurement Diagnostics Equipment (TMDE). New TMDE items (those not identified in U.S. Army SCs) may require special source and calibration documentation in order to provide data for possible inclusion to the TMDE register (DA PAM 700-21-1). The contractor shall provide all required data for all new TMDE in accordance with CDRL A016-STTE List.

C.5.2.5 Critical Stockage List (CSL). The contractor shall deliver a draft critical stockage list for the Heavy Crane concurrent with the final Maintenance Analysis, based on the existing commercial version of the Heavy Crane. The CSL is defined as component, material, or system whose failure endangers safety or survivability of personnel, or which (1) is essential for the cranes continued operations, (2) is in short supply, (3) has long lead time, (4) is expensive (\$5,000), (5) has high maintenance requirements, or (6) requires special handling procedures. The name critical stockage is used interchangeably with critical material, critical system, or critical items. The items on the CSL are directly related to the provisioning effort required per this contract in that all procurable parts are required to be provisioned and are also required to be on the priced parts list required per this paragraph. The purpose of the CSL is to determine the parts that will comprise the ASL. The Government intends to procure these parts to support initial fielding of the Heavy Crane. The priced parts list shall also match the Bill of Materials (BOM) for the Heavy Crane to the extent the parts are applicable. The CSL shall be prepared and submitted in accordance with Attachment 0008-Critical Stockage List, and CDRL A017-Critical Stockage List.

C.5.2.6 National Maintenance Work Requirement (NMWR) Candidates. The NMWR candidate list shall be a product of the Maintenance Analysis (MA) (see paragraph C.5.2.1). All components coded for repair at the sustainment level of maintenance, in addition to those items specifically identified under C.5.5.1 and C.5.5.1.6 will be a NMWR candidate. The contractor shall annotate these components on the MA and provide them as a separate list at each MA review. The Government will review the final list of NMWR candidates for approval at the final MA review.

C.5.2.7 NMWR Level of Repair Analysis (NMWR LORA). The contractor shall perform a supportability analysis called a NMWR LORA for each component on the Government approved NMWR candidate list. The LMI summary shall be in the contractor's format, and shall be documented in accordance with Attachment 0009-LMI NMWR LORA. The contractor shall also indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. The NMWR LORA shall be delivered in accordance with CDRL A018- National Maintenance Work Requirement (NMWR) Level Of Repair Analysis (LORA).

C.5.3 Diagnostics

C.5.3.1 Electronic Diagnostics Testability Analysis. The contractor shall perform a testability analysis of the Heavy Crane diagnostics capability, to include number and types of diagnostic tests available for all Heavy Crane components, assemblies, systems and subsystems.

C.5.3.1.1 The analysis shall identify all diagnostic fault codes for each component, assemblies, systems and subsystems and place them on a tabular format spread sheet. The codes shall be identified with the component, assemblies, systems and subsystems they support. The columns of the spread sheet shall consist of component, fault code/description, tests being performed, test equipment and parameters.

C.5.3.1.2 The report shall include a description of on-board electronic diagnostic systems that may be interrogated for the purpose of maintenance and troubleshooting via an on-board diagnostic display screen.

C.5.3.1.3 The contractor shall maximize the use of embedded Built-in-Test (BIT)/ Built-in Test Equipment (BITE) diagnostic capabilities, and fully document and support embedded system software.

C.5.3.1.4 All data bus and diagnostic connector information for all electronically controlled components of the Heavy Crane shall be identified in detail. The analysis shall identify the OEM recommended practice as to whether a diagnostic connector needs to be located both in the main truck cab and the crane operator cab.

C.5.3.1.5 The analysis shall be documented in accordance with CDRL A019- Electronic Diagnostics Testability Analysis Report.

C.5.3.2 Diagnostics Software. The contractor shall provide any software required to interface, retrieve, and interpret the Heavy Crane systems diagnostics data, as identified in section 3.3.19 of the ATPD-2408. The software shall be delivered with the FAT system. The one-time run-time fee for software shall be included under Section B.

C.5.4 Provisioning

C.5.4.1 Provisioning Program. Provisioning requires three key elements: the Provisioning Parts List (PPL), the Engineering Data for Provisioning (EDFP), and the Pre-procurements Screening (PPS). The contractor is responsible to provide data required, as defined in this statement of work for each element. The contractor shall develop and conduct a comprehensive provisioning program for the Heavy Crane that allows for organic (Army) support. The contractor shall develop provisioning data for the Heavy Crane in accordance with GEIA-STD-0007 and MIL-PRF-49506, guidelines of MIL-HDBK-502, and Logistic Management Information (LMI) data worksheets found in GEIA-STD-0007 and MIL-PRF-49506. The Government will use guidance contained in the GEIA-STD-0007 and MIL-PRF-49506 for review and acceptance of provisioning data delivered under the provisions

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C.5.4.2 Provisioning Parts List (PPL). The contractor shall develop and deliver LMI provisioning data (PPL) for all parts, special tools, BII, Component of End Item (COEI), Expendable/Durable and Additional Authorized List (AAL) items identified on the Heavy Crane. Each incremental submission shall have at least 1,600 lines, but no more than 3,000 lines, unless approved in advance by the Government. Each incremental submission shall include at least one additional major assembly. Prime part numbers and Commercial and Government Entity (CAGE) Codes will reflect the original equipment manufacturers information unless that part is modified; changing form, fit, or function. PPL shall be prepared and submitted in accordance with MIL-PRF-49506, Attachment 0010-Provisioning Requirements Statement, Attachment 0011-LMI Data Requirement Worksheet, and CDRL A004- PPL/Provisioning Reviews.

C.5.4.3 Engineering Data for Provisioning (EDFP). The Government will review the EDFP, to facilitate the NSN request process, prior to the provisioning review. The contractor shall submit EDFP for all items, as required. EDFP consists of data such as specifications, standards, drawings, descriptions, necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, and diagrams containing wiring and cabling. These are necessary to indicate the physical characteristics, location and function of the item. The EDFP shall be formatted and delivered as referenced below. The EDFP shall provide item identification and descriptions necessary to support the PPL.

C.5.4.3.1 The documentation provided by the contractor shall be sufficiently comprehensive to allow the Government to identify, classify, and fully describe the item within the NATO and DLA codification system. The contractor shall provide documentation in the following order of precedence: 1) Product drawings; 2) Developmental Drawings 3) Conceptual Drawings in the form of Catalogue pages (pages must meet data requirements). Reference MIL-DTL-31000A for guidance on drawings.

C.5.4.3.2 The EDFP provided by the contractor must illustrate where the Unique Identification (UID) marking is located on the items identified as requiring UID. Section 6 of ASME Y14.100-2000 and MIL-STD-130N provides the requirement for incorporating markings for DoD Item Unique Identification (IUID) into engineering drawings.

C.5.4.3.3 Sequencing of EDFP will be by Part List Item Sequence Number (PLISN) and Part Number (P/N). Each drawing will be annotated with PLISN, Original Manufacturer CAGE Code, P/N, Provisioning Contract Control Number (PCCN), and Provisioning Control Code (PCC) and nomenclature.

C.5.4.3.4 Nomenclature: A description to include sizes, grade, surface finish, and coatings for common hardware shall be available in LMI data. This data is essential in ensuring that common hardware is not substituted or exchanged due to lack of definitizing information.

C.5.4.3.5 EDFP shall be marked in such a manner as to identify the manufacturers proprietary rights (limited or unlimited) in accordance with the applicable contract technical data rights clause(s). The contractor shall be responsible for advising the Government of any restrictions imposed by the source of the documentation regarding the release of data. Data categorized as Commercial in Confidence shall not be released outside the Government without the written consent of the source.

C.5.4.3.6 The EDFP shall be submitted in accordance with CDRL A005-EDFP.

C.5.4.4 Provisioning Master Record (PMR). The contractor shall submit LMI provisioning data (PPL) either on-line or electronically. The Government will discuss each method at the Provisioning Guidance Review or as part of the SOW meeting. All submissions of the LMI PPL data must be compatible with Logistics Modernization Program (LMP) and The Government shall use guidance contained in the GEIA-STD-0007 and MIL-PRF-49506 for review and acceptance of provisioning data. The contractor shall correct all rejects within 10 calendar days.

C.5.5 Equipment Publications

C.5.5.1 Technical Publications. The contractor shall develop and deliver Department of the Army Technical Manuals (DATMs) to support the Heavy Crane. The contractor shall develop Interactive Electronic Technical Manual (IETM) content using TACOM's Next Generation Electronic Maintenance System (EMS) software. All technical manuals shall be XML tagged. All technical manual content including XML, graphics, and multimedia files shall be delivered to the Government via DVD. The TMs and IETM preparation and the delivery requirements are described in:

CDRL A020 Operator Manual for TYPE II Heavy Crane
CDRL A021 Armor Technical Manual for Type II Heavy Crane
CDRL A022 Field Maintenance Manual Including Parts Information (-23&P) for the Type II Heavy Crane
CDRL A023 Lubrication Order for the Type II Heavy Crane
CDRL A024 Operator/Field Maintenance Manual for Pile Driver

Information in the technical manual(s) shall be developed using data obtained from the Maintenance Analysis (see C.5.2.1).

TM 5-3810-XXX-10 CDRL A020 Operator Manual for Type II Heavy Crane
TM 5-3810-XXX-13&P CDRL A021 Armor Technical Manual for Type II Heavy Crane

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TM 5-3810-XXX-23&P CDRL A022 Field Maintenance Manual Including Parts Information (-23&P) for the Type II Heavy Crane
LO 5-3810-XXX-13 CDRL A023 Lubrication Order for the Type II Heavy Crane
TM 5-XXXX-XXX-13&P CDRL A024 Operator/Field Maintenance Manual for Pile Driver
NMWR 5-2815-XXX CDRL A025 National Maintenance Work Requirement with Repair Parts and Special Tools List (NMWR with RPSTL)- Engine
NMWR 5-2520-XXX CDRL A025 National Maintenance Work Requirement with Repair Parts and Special Tools List (NMWR with RPSTL)-
Transmission
NMWR 5-XXXX-XXX CDRL A025 National Maintenance Work Requirement with Repair Parts and Special Tools List (NMWR with RPSTL)- Axles
NMWR 5-XXXX-XXX CDRL A025 National Maintenance Work Requirement with Repair Parts and Special Tools List (NMWR with RPSTL)- Boom
Lift Cylinders
NMWR 5-XXXX-XXX CDRL A025 National Maintenance Work Requirement with Repair Parts and Special Tools List (NMWR with RPSTL)- Main
Winch Assembly

NOTE: Actual publications numbers will be provided by the Government after contract award.

C.5.5.1.1 Operator Manual. The contractor shall prepare, develop, validate and deliver an operator manual for the Heavy Crane in accordance with MIL-STD-40051-2B and MIL-HBK 1222E, MIL-STD-2361C, Attachment 0012-General Publications Requirements for Page Based Technical Manuals, Attachment 0013-Deployment Equipment Publication Style Guide, Attachment 0014-Table A-II TM Requirements Matrix, and CDRL A020 Operator Manual for Type II Heavy Crane . Warranty information shall be included in the Operator Manual.

C.5.5.1.2 Armor Technical Manual. The contractor shall prepare, develop, validate and deliver a separate Armor Technical Manual to support the use, operation, maintenance, preparation for shipment or storage instructions, parts and installation and removal of the unique Armor Set as applied to the Heavy Crane. The TM shall be prepared and delivered in accordance with MIL-STD-40051-2B, MIL-STD-2361C, Attachment 0012-General Publications Requirements for Page Based Technical Manuals, Attachment 0013-Deployment Equipment Publication Style Guide, Attachment 0014-Table A-II TM Requirements Matrix, and CDRL A021 Armor Technical Manual for Type II Heavy Crane.

C.5.5.1.3 Field Maintenance with Parts - IETM. The contractor shall prepare, develop, validate and deliver an IETM containing Field Maintenance information for the Heavy Crane in accordance with MIL-STD-40051-1B and MIL-HBK 1222E, MIL-STD-2361C, Attachment 0015-Table A-XXI Interactive Electronic Technical Manual -23, Attachment 0016- Table A-XVII IETM Functionality Matrix , Attachment 0013-Deployment Equipment Publication Style Guide, and CDRL A022 Field Maintenance Manual Including Parts Information (-23&P) for the Type II Heavy Crane . The IETM will be developed in non-linear format. Troubleshooting shall be developed in complex mode as described in MIL-STD 40051-1B.

C.5.5.1.4 Lubrication Order. The contractor shall prepare, develop, validate and deliver a stand-alone Lubrication Order for the Heavy Crane in accordance with MIL-STD-40051-2B and MIL-HBK 1222E, Attachment 0015-Table A-XXI Interactive Electronic Technical Manual -23, Attachment 0017-Table A-XVIII Lubrication Order, Attachment 0013-Deployment Equipment Publication Style Guide, and CDRL A023 Lubrication Order for the Type II Heavy Crane.

C.5.5.1.5 Operator/Field Maintenance Manual for the Contractor-Offered Pile Driver. The contractor shall prepare, develop, validate and deliver an operator and field maintenance manual for the contractor-offered pile driver attachment for the Heavy Crane in accordance with MIL-STD-40051-2B, MIL-STD-2361C, Attachment 0012-General Publications Requirements for Page Based Technical Manuals, Attachment 0013-Deployment Equipment Publication Style Guide, Attachment 0014-Table A-II TM Requirements Matrix, and CDRL A024 Operator/Field Maintenance Manual for Pile Driver. Warranty information shall be included in the Technical Manual.

C.5.5.1.6 National Maintenance Work Requirement with Repair Parts and Special Tools List (NMWR with RPSTL). The contractor shall prepare, validate and deliver a separate NMWR with RPSTL for the following Heavy Crane components: engine, transmission, axles, boom lift cylinders, and main winch assembly in accordance with MIL-STD-40051-2B and MIL-HBK 1222E, Attachment 0018-NMWR Manual Requirements and CDRL A025. The five NMWRs shall each be differentiated by the use of a new NMWR TM number.

C.5.5.2 Technical Publication Deliverables. The contractor shall deliver all publications data in accordance with CDRL A020 Operator Manual for Type II Heavy Crane, CDRL A021 Armor Technical Manual for Type II Heavy Crane, CDRL A022 Field Maintenance Manual Including Parts Information (-23&P) for the Type II Heavy Crane, CDRL A023 Lubrication Order for the Type II Heavy Crane, CDRL A024 Operator/Field Maintenance Manual for Pile Driver.

C.5.5.2.1 Draft Equipment Publication/Preliminary Technical Manual (DEP/PTM). The Draft Equipment Publication or DEP/PTM submission(s) shall be delivered as required in the appropriate CDRL. The validated DEP/PTM must be a complete publication in the same format as the final publication. Each validated DEP/PTM shall include all required content per the CDRLs and Attachments. The DEP/PTM will be used during the Logistics Demonstration and Verification.

C.5.5.2.2 Final Draft Equipment Publication (FDEP). An FDEP of each manual shall be delivered as required in the appropriate CDRLs in this contract. The FDEP shall have all DEP/PTM review, Log Demo and verification corrections, changes, and additions incorporated.

C.5.5.2.3 Final Reproducible Copy (FRC). FRC submission(s) shall be delivered as required in appropriate CDRL. The FRC shall include all content required by the respective CDRLs and attachment; and final resolution of all comments and recommendations made as a result of all testing, Government review, and results from the contractor validation, Government verification and any maintenance literature

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reviews.

C.5.5.2.4 TM Crosswalk. The MAC, RPSTL, and Maintenance instructions shall be complete and consistent with the LMI process. The MAC is the framework for development of both the RPSTL and the Maintenance instructions, and all three should be coordinated. All maintenance functions listed in the MAC for a component shall have an associated Maintenance work package(s), at the appropriate level of maintenance, containing tasks supporting the maintenance functions. A listing of spare parts supporting the required maintenance functions shall also be listed in the RPSTL work package. The sequence of the Maintenance work packages and the RPSTL work packages shall follow the Functional Group Code (FGC) sequence in the MAC.

C.5.5.3. Quality Assurance (QA). The contractor shall be responsible for the quality of the TM deliverables. All delivered TM information shall be complete, technically accurate, and useable by US Army soldiers. To meet this requirement, the contractor shall develop and use a QA Plan that guarantees: (1) Periodic QA reviews of TM content by persons different than those preparing the TM; (2) Maintenance of QA records detailing the findings of those reviews; and (3) Controls to ensure that current, accurate engineering and parts information is available to TM preparers. The contractor shall deliver the QA Plan in accordance with CDRL A026-Quality Assurance Plan. Government representatives have the right to review and comment on the contractors QA Plan, records, and processes throughout the duration of the programs efforts.

C.5.5.3.1 Equipment Publications Defects List. The contractor shall review and utilize the Equipment Publications Defects List, Attachment 0019- Equipment Publications Defects List, which the Government uses to guide review of all publication deliverables. Publications deliverables developed under this contract shall not contain any defects listed on the Equipment Publications Defects List.

C.5.5.3.2 Acceptable Quality Level (AQL). The Governments goal is to ensure that the contractor has performed sufficient Quality Assurance to eliminate from the TM all defects as defined in Attachment 0019 -Equipment Publications Defects List. The DEP/PTM must meet AQLs before the Government will accept the DEP/PTM and move forward to plan Government Verification. The Government plans to review 100 percent of the DEP/PTM. If any DEP/PTM submission fails to meet either AQL criterion Percentage of Critical Errors or Percentage of Major Errorsthe DEP will immediately be rejected through official notice by the PCO. Critical and Major errors are defined in the Equipment Publications Defects List. Calculation of percentage is based on defects per page. During the verification and logistics demonstration (LD), NO GOs will be corrected and returned to the verification team within 24 hours. (A NO GO is defined as a work package that contains critical or major defects that prevent the procedure from being performed as written.)

AQLs

<u>TM Size</u>	<u>Sample Review Size</u>	<u>Percent of Critical Errors</u>	<u>Percent of Major Errors</u>	<u>Rejected</u>
Less Than 50 WPs	All WPs	10 Percent	25 Percent	Yes
50 or more WPs	25 Percent of Total WPs	10 Percent	25 Percent	Yes

C.5.5.4 Contractor Validation. The contractor shall validate the technical accuracy and adequacy of all content in the DEP/PTM prior to its delivery to the Government. The contractor shall maintain records of Validation reviews that show when the material was reviewed, how the procedures were performed, what the findings were, and all corrective actions taken. The records shall be signed and certified by two separate contractor representatives. Validation personnel must include personnel who did not author the procedure. Government representatives have the right to witness entire or selected portions of the contractors Validation effort.

C.5.5.4.1 Validation Process. All Operation, Preventive Maintenance Checks and Services (PMCS), Troubleshooting, and Maintenance procedures shall be 100 percent hands-on performance validated to ensure accuracy, compatibility, and completeness. Troubleshooting procedures shall be validated to the extent possible without damage to equipment. All performance validation shall be done using Government-issued tools available to the soldier at the designated level of maintenance, except for necessary STTE items identified under CDRL A016-STTE List. The contractor shall ensure the TM data accurately reflects and supports the Heavy Crane configuration only, including any and all changes to the configuration resulting from testing, vendor parts supply, and production-line changes. Other content, such as Controls and Indicators, Front Matter, Rear Matter, Torque Tables, Theory of Operation, Glossary, and Index information, shall be validated by review against engineering data, TM data, and Government-procured production configuration hardware.

C.5.5.4.2 Validation Plan. The contractor is required to have and to use a Validation Plan to validate TM content. The Validation Plan shall specify how TM content will be validated and when and where that content will be validated. The Validation Plan shall describe the Validation method used for each type of TM content. The Validation Plan shall be delivered to the Government for review in accordance with CDRL A027-Validation Plan.

C.5.5.4.3 Validation Report. A Validation Report shall be delivered after Validation completion, in accordance with CDRL A028-Validation Report. The Validation Report shall certify that Validation has been completed, shall list in detail the effort undertaken during Validation (processes, corrections, etc.), and shall show the TM deliverable has had QA applied with use of the Attachment 0019- Equipment Publications Defects List. The Validation Report shall include a signature of an individual authorized to represent the contractor. The contractors complete validation records (see C.5.5.5) shall be made available to the Government upon request.

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C.5.5.5 Logistics Demonstration (LD). The Government will conduct a Logistics Demonstration (LD) on the Heavy Crane Technical Manual (TMs) (-10 Operator, and -13 Lubrication Order, and IETM -23&P Field Maintenance w/ Parts) at the contractor facility. LD will be approximately 60 calendar days in duration IAW the IMS. The contractor shall provide up to two FAT Logistics production representative Heavy Cranes for LD that must be fully operational at all times during the LD. The Government will provide Target Audience Soldiers (TAS) to perform Operator and Maintainer Preventative Maintenance Checks and Services (PMCS), Operator and Maintainer Troubleshooting (TS), select Reference Work Packages (WPs), and Maintenance Corrective Action WPs. The Government will develop a Critical Task List (CTL), which will detail all TS and Reference and Maintenance WPs to be demonstrated.

C.5.5.5.1 LD Planning. The Government will develop a LD Plan. The contractor shall provide data to support the development of the LD Plan. Data that may be required to develop the LD plan shall include, but is not limited to: Fault Symptom, Fault, Method of Fault Insertion, Equipment Conditions for Troubleshooting, Reference Work Packages, Equipment Conditions for Corrective Action, and Estimated time to complete task series. The Government, with this data, will develop a LD Critical Task List (CTL). The CTL will consist of all WPs required to adequately demonstrate the supportability of the system and is based on the SIPT request and contractors recommendations and input. The contractor will be provided a Logistics Demonstration Plan by the Government that will include schedule, start date, and time of LD 30 days prior to start of the LD.

C.5.5.5.2 LD Support.

C.5.5.5.2.1 The contractor shall make available the necessary personnel, facilities, equipment, special tools, test equipment, supplies and pertinent documents required to support the LD. The contractor shall develop a method of inserting non-destructive faults into the Heavy Crane for those applicable TS tasks and shall insert those faults prior to performance of the applicable work packages. The contractor shall provide the TAS with a DA FORM 2404 EQUIPMENT INSPECTION AND MAINTENANCE WORKSHEET, with applicable information to start the task series.

C.5.5.5.2.2 The contractor shall provide at a minimum two (2) paper copies of the Operator Technical Manual, the Lubrication Order, and two (2) paper copies of the Maintenance Technical Manual, for reference purposes of the LD Team. The contractor shall also provide paper copies of all WPs required to perform the LD CTL to the LD team members. The contractor shall install the IETMs and any related contractor software to each MSD provided as GFE.

C.5.5.5.2.3 Reserved

C.5.5.5.2.4 The contractor shall provide technical representatives who are fully qualified to answer questions for the duration of the LD.

C.5.5.5.2.5 The contractor shall provide Safety and Familiarization Training for the Heavy Crane. This training shall include any and all safety protocols, control and indicator familiarization, and vehicle operation required to safely demonstrate the CTL, prior to TAS demonstration of the CTL.

C.5.5.5.2.6 The Government LD team will evaluate each WP demonstrated. The contractor shall document all recommended changes to the Technical Manuals resulting from the demonstration. The contractor shall correct/modify all WPs documented at the LD prior to TM Verification. However, any WPs rejected from the LD shall be made available for re-demonstration prior to conclusion of the LD.

C.5.5.5.3 LD Report. After the conclusion of the LD the contractor shall develop a LD Report IAW CDRL A029-Logistics Demonstration Report, using DA PAM 700-56, as a reference. The LD Report shall be in the same format as the LD Plan and include the LD strategy, details on the conduct of the LD, data collection, analysis results, all quantitative and qualitative findings, and a description of all necessary follow-on actions. The LD Report findings may include development and operational test data, validation findings, and data derived from the LD. The LD report should outline the following information on each task demonstrated:

C.5.5.5.3.1 The nomenclature of all WP tasks attempted, including pre-condition WPs, indentured WPs and follow-on maintenance WPs.

C.5.5.5.3.2 Initial disposition of each WP and start date (Go, Go w/change, No Go).

C.5.5.5.3.3 Final disposition of each WP at the conclusion of the LD.

C.5.5.5.3.4 Category (troubleshooting only, troubleshooting with corrective action, remove and replace only, analysis).

C.5.5.5.3.5 WPs that satisfy the requirements for TM Verification as well.

C.5.5.6 Government Verification. The Government is responsible for Verification of the TM and to ensure accuracy and usability by US Army soldiers. Government representatives will review the DEP/PTM to determine that proper QA has been used during preparation, that the DEP/PTM is complete, and that the DEP/PTM is adequate for Verification. Verification may consist of hands-on performance of up to 100 percent of Operator and Maintenance procedures. The Government has the right to choose to verify the TM by desktop review, review on equipment, hands-on performance, or any combination of these methods. The Government intends to verify by performance to the extent required to ensure the contractor has properly prepared and validated TM content.

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C.5.5.6.1 Contractor Facilities Support to the Government Verification. The contractor shall provide support to the Government Verification process. This support shall consist of: facilities; tables; chairs; contractor personnel to assist with record keeping, equipment preparation and maintenance; mandatory replacement parts supply; consumables (such as rags, lubricants, sealants), Government provided tools (GFE); and contractor-provided special tools.

C.5.5.6.2 Contractor Personnel Support to Government Verification. The contractor shall also provide personnel to take notes of all corrections, to answer questions, to review Verification issues, and to advise the Government of changes or recommendations that arise during Verification. The contractor shall arrange for the services of a photographer to assist in documenting problem areas and changes required to correct errors or omissions in the DEP/PTM procedures being verified.

C.5.6 Packaging

C.5.6.1 Packaging Data. The contractor shall develop and provide to the Government LMI-packaging data for all provisioned Items with a Source, Maintenance & Recoverability (SMR) code of P excluding PR and PZ. Packaging shall be developed in accordance with MILSTD-2073-1D, Attachment 0020- LMI Data Worksheet: Packaging Data Products, and Attachment 0021-LMI Data Worksheet: Packaging Data Transaction Format, and CDRL A030-Packaging Data Products. All items shall be classified as Selective group or Special group. LMI-packaging data is required in accordance with GEIA-STD-0007 and will provide for the entry of information to the Governments computer data base. The LMI-packaging data shall be in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required. The contractor shall provide new or corrected LMI-packaging data for any revision created by a Configuration change. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development at no additional cost to the Government. With each data submission, the contractor shall include verification support data for each of the LMI-packaging data items, which shall provide the Government a reasonable means to determine the adequacy of the contractor prepared packaging analysis and data submittal. This shall include item drawings and copies of applicable Material Safety Data Sheets for Hazardous Material items. Any HAZMAT items shall be considered Special Group Items and have packaging designed to meet the requirement of the HAZMAT regulations. Excluded items are those items with packaging data already in the TACOM Packaging File "PACQ", FEDLOG, FLIS, and those assigned a contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81348, 81349, 81352, or 88044.

C.5.6.2 Selective group. Items classified as Selective group shall not have a unit pack weight exceeding 40 pounds or a dimension greater than 40 inches. In addition, the unit pack length and girth combined shall not exceed 84 inches. A Selective group item shall not require disassembly for packaging, and reconfiguration is limited to folding or coiling. Items classified as repairable, recoverable, containing hazardous material or assigned a shelf life shall not be considered Selective group.

C.5.6.2.1 Selective (coded) Packaging Data. The contractor shall develop Selective Packaging Data for each item classified as Selective group. The data shall be developed, maintained and updated in accordance with CDRL A030-Packaging Data Products. At the contractors request, the Government will provide a MS ACCESS application to the contractor that provides data formatting and edit features for coding of packaging data products in accordance with MIL-STD-2073-1D.

C.5.6.3 Special Group. The contractor shall classify items as Special group if drawings, figures, or extensive narrative instructions are needed to describe packaging requirements. Items excluded from the Selective group shall be classified as Special group. Examples include kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items containing hazardous material, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

C.5.6.3.1 Special Packaging Instructions (SPI): The contractor shall develop a SPI for each item classified as Special Group. The format and content of SPI shall be in accordance with LMI Packaging Data Development and CDRL A031-Special Packaging Instructions (SPI). All NMWR candidate items require Special Packaging Instructions, including the five items specifically identified under C.5.5.1 and C.5.5.1.6. When determining which type of container to use, reference MIL-STD-2073-1D Appendix C. The SPI for the engine shall include preservation procedures and validation with coordination from TACOM-LCMC packaging office in Warren, MI. Attachment 0022-ATPD 2232, Engines: Preparation For Shipment And Storage, can be used as a guide. Packaging processes and materials shall be described for cleaning, drying, preserving, unit pack, intermediate pack, and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The SPI shall be delivered in accordance with CDRL A031-Special Packaging Instructions (SPI).

C. 5.6.3.1.1 Validation Testing of Preservation Processing and Packaging: Validation testing of SPI candidates shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact), but exclude the following tests: Low Pressure Hazard, Environmental Hazard, Warehouse or Vehicle Stacking and Vehicle Vibration. Each SPI submitted shall have a validation test report, including photographs illustrating the before and after testing results including the item and packaging application. Acceptable photographic evidence shall show the product is undamaged from all views. Items with previously approved documented test results may be exempt from validation testing. Test results, as well as, engine preservation validation shall be submitted concurrently with SPI submittal and in accordance with CDRL A031-Special Packaging Instructions (SPI).

C.6 TRAINING

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C.6.1 New Equipment Training (NET). The contractor shall develop courses of instruction and deliver associated training materials to train the operators and maintainers of the Heavy Crane. The contractor shall provide training when classes are ordered under Delivery Orders.

C.6.1.1 New Equipment Training (NET) Courses.

C.6.1.1.1 Operator and Operator Maintenance (OPNET) The OPNET course shall be designed to train operators of the Heavy Crane and cover complete vehicle operations, to include all attachments, load handling, operator safety, general safety, operator Preventive Maintenance Checks and Services (PMCS), loading and unloading for transport, complete tie down for shipment, and proper use of on-board tools, equipment, and BII. The course will cover load planning/sling angles plus lifting equipment inspections, for example: slings, shackles, spreaders, and lifting points. The training shall be consistent with procedures established in the appropriate vehicle technical manual. The course shall be at least 70% hands-on and 40 hours in duration, or equivalent based on a maximum of 6 students per class, 3:1 student to machine ratio and 3:1 student to instructor ratio. The class has a prerequisite requiring that a soldier have in their possession a valid military driver's license for the 22 and one half (1/2) ton or higher capacity crane to attend this course. At the end of each class, the contractor shall conduct a hands-on performance test for each operator being trained. The contractor shall score each student based on their performance as GO/NO GO. To receive a GO for this course, the student must successfully complete a written examination and a hands-on performance evaluation with a minimum score of 80%.

C.6.1.1.2 Field Level Maintainer New Equipment Training (FLMNET). The FLMNET course shall be designed for field level mechanics supporting the Heavy Crane and cover minimal operation characteristics, field level PMCS, troubleshooting, diagnosis and repair of system unique control systems, engine, fuel, transmission, axle, braking, electrical, hydraulic, pneumatic, boom and other ancillary systems of the vehicle. This course should also cover the quarterly, semi-annual, and annual crane inspection procedures. Also cover that when repairing/replacing any load bearing equipment, for example: outriggers, lifting cylinders, or wire rope, the crane needs to be retested/recertified. The course shall be directed toward new technologies and items not currently in the Army system or different from the current system in the field. Training shall be consistent with procedures established in the appropriate vehicle technical manual. The training shall include a block of instruction using the IETM and MSD diagnostic tool. The course shall be at least 70% hands-on and 40 hours in duration, or equivalent based on a structure of 6 students per class with a student to instructor ratio of 6:1 and student to machine ratio of 6:1. The contractor shall score each student based on their performance as GO/NO GO. To receive a GO for this course, the student must successfully complete a written examination and a hands-on performance evaluation with a minimum score of 80%.

C.6.1.2 Training Material and Documentation. For each NET course, the contractor shall develop, prepare and deliver the following course documentation and training materials.

C.6.1.2.1 Training Course Control Document/Course Outline. For each course, the contractor shall develop a separate Training Course Control Document describing the course content (subject, topics, and task), training material, types and duration of instruction, and all resources and support required to conduct the training in an institutional setting. The Training Course Control Document shall contain front matter, an introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. The Course Outline shall be delivered in accordance with CDRL A032-Course Outline.

C.6.1.2.2 Instructor Lesson Plans, Student Guides. For each course, the contractor shall prepare an Instructor Lesson Plan and a Student Guide. Each element of the training course outline shall be fully developed, finalized and delivered in accordance with CDRL A033-Instructor Lesson Plan and Student Guides. The Government may provide sample training materials and outlines at the SOW meeting upon request. The contractor may supplement Operator and Maintainer Training used for Commercial Customers with information reflecting militarization of the system. All student and instructor lesson material and guides used to conduct the training course shall be included. The training materials may consist of contractor handbooks, in-house training material, pamphlets, training literature, utility manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and cutaways of components. Materials submitted must not conflict with the content of the vehicle technical manuals. No classified information is to be included in the training materials. The contractor shall deliver all course control documents and training materials in accordance with CDRL A033-Instructor Lesson Plan and Student Guides.

C.6.2 Critical Task List (CTL). The contractor shall develop a list of all tasks considered critical for the operator or maintainer to accomplish their mission and duties and to survive in the full range of Army operations. Critical tasks must be trained. The contractor shall ensure that any new maintenance tasks identified during the Maintenance Analysis (see paragraph C.5.2.1) are also included. The CTL shall be developed in accordance with TRADOC Regulation 350-70 for Task Analysis and Task Development and delivered in accordance with CDRL A034-Critical Task List and Attachment 0023-Critical Task List.

C.6.3 Training Material Verification & Training.

C.6.3.1 Training Material Verification. The contractor shall conduct two training classes (one operator and one maintainer) at the contractors facility, conforming to the NET courses (C.6.1.1), to verify the training material. The contractor shall use the NET course training materials developed under this contract. The contractor shall provide special tools, parts, training aides, materials, and

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facilities to conduct the verification. The contractor shall ship the LOG vehicles and the Government provided common tools to the verification location.

C.6.3.2 Instructor and Key Personnel (I&KP) Training. The contractor shall conduct two training classes (one operator and one maintainer) conforming to the NET courses (C.6.1.1) to train instructors and other key personnel. The contractor shall use the NET course training materials developed under this contract. The contractor shall provide vehicles, special tools, parts, training aides, materials, and facilities to conduct training. The contractor will ship the vehicle and the Government provided common tools to the training facility. Target the courses for individuals who are instructors, skilled Crane operators, and mechanics.

C.6.4 New Equipment Training (NET) Classes. The contractor shall conduct OPNET and FLMNET classes with course material developed under paragraphs C.6.1.1.1 and C.6.1.1.2 at Government sites or at receiving unit sites during hand-off. The number of classes, duration, and training locations will be identified in separate delivery orders. Students will be Government personnel. The Government will provide the contractor 30 calendar days notification for CONUS classes. The Government will provide the contractor 90 calendar days notification for OCONUS classes.

C.6.5 Training Course Completion Report/Student Training Administration. This section applies to I&KPT (C.6.3.2) and NET (C.6.4). The contractor shall complete and deliver a Training Course Completion Report upon completion of each class in accordance with CDRL A035-Training Course Completion Report.

C.6.6 Instructor Certification and Credentials. All training will be conducted by instructors certified by the International Board of Standards for Training Developers and Instructors (IBSTDI) or shall possess military equivalent Army Basic Instructor Course certification. The contractor shall provide proof of certification upon request.

C.7 ITEM UNIQUE IDENTIFICATION (IUID)

C.7.1 For those components specifically identified in the DFARS clause 252.211-7003, the contractor shall identify all items that may require an IUID and submit an IUID Marking Plan in accordance with CDRL A036- IUID Marking Plan for Government review/concurrence. A draft list of components to be marked shall be presented at the Logistics SOW Meeting.

C.7.2 IUID Construct and Method. The contractor shall create the IUID and marking method in accordance with MIL-STD-130N. The contractor shall use IUID Construct #2. The UID marking shall include the UII on the IUID plate or label, or on the item identification plate, or directly on the item in 2D Data Matrix barcode symbology. The end item UID marking shall be embedded on the system data plate. A 2D Data Matrix, ECC 200 compliant bar code (ISO/IEC 16022) shall be used to carry the IUID data elements. The machine readable information (MRI) shall contain discrete elements including: Unique item identifier (Construct 2); Issuing Agency Code; Enterprise Identifier; Original Part Number; and Serial Number.

C.7.2.1 Identification/Data Plate for End Items. The contractor shall use MIL-STD-130N as a guide when developing the System data plate. The end item UID marking shall be embedded on the system data plate. The End Item 2D matrix shall contain human and machine-readable markings and shall be no less than 1 cm wide and no less than 40% contrast. The minimum data plate information for the Parent End Item is listed below:

- a) Nomenclature
- b) National Stock Number (NSN)
- c) Design Activity: (MFR ID Cage Code)
- d) Government Ownership Designation: US Government Property
- e) Contract Number
- f) 2-dimensional IUID data matrix
- g) Unique Item Identifier (UII)

C.7.2.2 Data Plates for Subassemblies, Components, or Other Parts. All spare parts, secondary repairables, and consumables candidates described in DFARS clause 252.211-7003 shall also be marked with the IUID prior to delivery to the Government. The contractor shall use MIL-STD-130N, figure 9 as a guide when developing the IUID marking for subassembly, component or parts. The Child End Item 2D matrix mark shall contain human and machine-readable markings when possible and shall be no less than 1 cm wide and no less than 40% contrast. If the item has a data plate the IUID marking shall be embedded on the data plate.

C.7.3 IUID Location and Marking. The locations and marking methods selected should bear no impact on the performance of the part and minimal configuration change(s) to the part. All 2D data matrix shall be permanently affixed and have the ability to withstand and perform within the same environmental conditions as the SYSTEM.

The contractor shall perform engineering analysis to determine the appropriate method for marking each item that requires IUID. The contractor shall ensure that the IUID marking location will be optimized for ease of scanning, and shall avoid applying IUID markings on curved or rounded surfaces.

The IUID (including 2D Matrix) should be incorporated onto the existing data plate when possible. The end item UID marking shall always be embedded on the system data plate. If a child 2D matrix cannot be incorporated onto the data plate, a 2D matrix sticker can be

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applied onto the main data plate provided it can be done without covering any critical data. When the 2D Data Matrix is placed directly onto the data plate, human readable characters such as the Part Number, Serial Number and CAGE are not required. If the above cannot be accomplished, a separate data plate can be attached which contains the 2D Matrix plus the human readable characters for the Part Number, Serial Number and CAGE. This added data plate should be attached in close proximity to the main data plate. The contractor shall document the location and marking method on the engineering technical documentation (e.g. drawings).

C.7.4 IUID Registration. The prime contractor has the responsibility to furnish IUID data to the IUID registry. The contractor shall register and validate all IUIDs with the DoD IUID Registry and shall ensure all item parent/child relationships are accurately recorded in the IUID Registry. Data submission of IUID data and acquisition cost should be submitted via Wide Area Work Flow (WAWF), IUID XML file, IUID flat file or web entry. This data shall be reported in accordance with CDRL A037-IUID Marking Activity, Validation and Verification Report.

Additional information regarding data submission as well as the actual marking can be found at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

C.7.5 IUID Data Records. The contractor shall maintain an accurate, current list of UIIs for all items procured under this contract. This list shall be supplied to the Government upon request. The list shall include UII, P/N, Serial Number, CAGE, Parent UII (if applicable), construct used, IUID location, type of marking, and registration method used. The list shall be prepared and delivered in accordance with CDRL A037- IUID Marking Activity, Validation and Verification Report.

C.7.6 Item Unique Identification (IUID). The contractor shall update the IUID Marking Plan and deliver an updated IUID Marking Plan that includes the IUID marking of all SYSTEM unique components in accordance with MIL-STD-130N, and the latest guidance found on the Defense Procurement and Acquisition Policy IUID website: <http://www.acq.osd.mil/dpap/pdi/uid/index.html>

The contractor shall develop and assign IUID constructs for components and assemblies in accordance with MIL-STD-130N or current revision. IUID shall be applied to items in accordance with MIL-STD-130N or current revision. The contractor shall upload IUID records into the DoD registry in accordance with CDRL A037- IUID Marking Activity, Validation and Verification Report. A pre-production sample IUID tag will be provided by the PM.

C.7.7. Hardware Changes in IUID. For any hardware change as a result of an ECP, the contractor shall recommend and the Government concur on the determination of tag locations. As changes are made to the System, the contractor shall use the above information in deciding if changes need to be made or revised to insure IUID tag marking.

C.7.8. IUID Quality Assurance. The contractor shall provide evidence of validation and verification of a predetermined representative sample of the data matrix marks on each NSN bearing IUID in a report in accordance with CDRL A037 IUID Marking and Verification Report. The contractor shall ensure that any IUID marks are formatted correctly, and are not duplicates of existing IUID marks using the Quick compliance Checker: <http://www.acq.osd.mil/dpap/pdi/uid/technology.html>.

C.8 SYSTEM HAND-OFF

C.8.1 Total Package Fielding. The Government will use a Total Package Fielding (TPF) approach for delivery and hand-off of the system to receiving units. The Government will coordinate with the Force Modernization Offices (FMOs), Army Field Support Battalions (AFSBs), and/or Reserve Component points of contacts to establish Materiel Fielding Plans (MFPs). The contractor shall transport and deliver all hardware and associated support packages (identified in C.1) in accordance with shipping instructions. Contractor shall perform post-delivery de-processing and support hand-off of the equipment to receiving units to include all personnel transportation. One system hand off shall consist of at least one unit and will not exceed 6 units per location.

C.8.2 Acceptance and Registration. For each vehicle presented for Government acceptance, the contractor shall prepare a DA Form 2408-9, Equipment Control Record, in accordance with the Acceptance and Registration instructions (in paragraph 5-7c (3) of DA PAM 750-8) to report acceptance of each Heavy Crane into the U.S. Army inventory. A copy of the form is furnished at Attachment 0017-Table A-XVIII Lubrication Order. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory.

C.8.3 Inventory List. The contractor shall develop a complete Inventory List using a DA Form 3161 and 3161-1, Request for Issue or Turn-in according to DA PAM 710-2-1 and CDRL A039- Inventory List & DA Form 3161. The Inventory List shall include a complete inventory of all material shipped with the vehicle, including the end item, publications, BII, COEI, Initial Service Kit (ISK), ASL, and special tools. The Inventory List will be used at each fielding to conduct hand-off. It will be updated to reflect any changes in items, part numbers, or NSNs as needed through delivery of final vehicle on contract.

C.8.4 Delivery and Fielding after NET. For each delivery required under this contract, the contractor shall deprocess the equipment, activate the warranty upon shipment with common carrier, and support hand-off of the equipment and associated support packages to the gaining units after NET has been provided to the units. NET will either be provided by the contractor or the Government as determined by the Government. The Government reserves the right to have Government representatives present at all hand-off activities. Hand off and training costs for OCONUS sites only will be negotiated after contract award.

C.8.4.1 Delivery Deprocessing. All vehicles shall be delivered in a full ready to operate configuration prior to training and/or hand-

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off. The contractor shall be responsible for all tools, equipment, and personnel required to deprocess, repair or reassemble the equipment upon delivery to the receiving location, including replacement of missing or damaged parts and components.

C.8.4.2 Delivery Site Familiarization. When required by the Government, the contractor shall provide familiarization training for up to eight operators at the delivery site to allow movement of the vehicle within the delivery site until full training and hand-off is accomplished. The training should not exceed two (2) hours and shall include proper start-up and shut down procedures, basic operation (driving) procedures, transportation preparations, safety precautions, attachments familiarization and basic lift functions.

C.8.4.3 Inventory and Hand-off. The Government, contractor and receiving unit shall conduct a joint inventory and sign DA Form 3161 for each vehicle delivered at hand-off. The DA Form 3161 (as approved under C.8.3) shall include the vehicle serial number, registration number and Unique Item Identifier (UII) of the end item (and any separately provided component that qualifies for UII) as well as the unit(s) Property Book Officer (PBO) name, commercial phone number and e-mail address. The DA 3161 will then be provided to the PM in accordance with CDRL A039- Inventory List & DA Form 3161. In addition, the contractor shall maintain a database of all vehicles and equipment produced and provided to the Government. This Accountability Report shall be delivered in accordance with CDRL A040- Accountability Report.

C.9 WARRANTY

C.9.1 Commercial Warranty. The contractor shall over pack all commercial warranties, with all applicable pass through warranties, inside each Heavy Crane delivered to the Government. The warranty period shall not begin until activated by the contractor upon shipment with common carrier to the receiving unit. The details of the warranty shall be included in the technical manuals.

C.9.2 Warranty Performance Report. The contractor shall submit a report reflecting any of the warranty claims processed on each vehicle within the appropriate reporting period in accordance with CDRL A041- Warranty Performance Report. In addition, the report shall include the number of operating hours on the vehicle at the time of fault.

C.10 FIELD SERVICE REPRESENTATIVES (FSRs)

C.10.1 General. The contractor shall provide Field Service Representatives who will provide on-site technical support (both CONUS and OCONUS) during contingency and non-contingency operations. The FSRs shall be experienced personnel and qualified to advise, make recommendations, and to orient and instruct key Government personnel with respect to operation, maintenance, and repair of the Heavy Crane and its components. The effort consists of investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training. The Contracting Officer shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct the specific activities. Instructions and established itineraries will be provided in delivery orders.

C.10.2 FSR Reporting. Each FSR shall prepare and submit via e-mail a Field Service Report in accordance with CDRL A042- Field Service Representative (FSR) Report following completion of each assignment covering their activities.

C.10.3 FSR Personal Data. The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local Government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.

C.10.4 FSR Labor

Defense Logistics Agency (DLA) Parts Tracking. The Contractor shall gain access as a Government Contractor on the DOD EMALL website (DLA). The Contractor shall need to register as a new user on the site. (The website address is <https://dod-emall.dla.mil> <<https://dod-emall.dla.mil>>) After the Contractor obtains access to EMALL, The contractor shall enter parts maintenance usage into EMALL for any repairs on the vehicles. The Contractor shall be entering their parts usage as DHA (Demand History Allocation) transactions. The Contractor will provide a monthly report to the Government of all parts that are entered into EMALL IAW CDRL A042.

C.10.4.1 CONUS and Non-contingency OCONUS.

C.10.4.1.1 For this contract, CONUS is defined as any location in the continental United States. OCONUS is defined as any location outside the continental United States. Contingency is defined as operations in locations in support of deployments in hostile areas. Non-contingency is defined as operations in fielding or deployments in support of normal operations in CONUS or OCONUS (e.g., Germany).

C.10.4.1.2 For urgent deployments, the contractor shall arrive at the designated location within 14 calendar days of delivery order issuance. For non-contingency OCONUS deployments, the contractor shall arrive within thirty calendar days of delivery order issuance.

C.10.4.1.3 Man-Days of Service. A Man-Day of service includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the Government's fault. Man-Day(s) of service includes travel time for initial travel from contractor's facility to site of work, for travel between sites of work, and to contractor's facility. It also includes any time that the FSR is preparing required reports at the work site and we can verify the time involved in writing the report.

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The Government will pay for federal holidays during the period of performance, in addition to the actual days worked at the Man-day rate established. The Government is not responsible for vacation and other holidays and sick leave pay. The Government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The Government is responsible for actual days worked by any qualified contractor representative. It is immaterial whether the same representative completes the assignment. The travel costs, if necessary, will be negotiated at the time the delivery order is issued, on a firm-fixed price basis, and not to exceed Government Joint Travel Regulations. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment. Travel will be funded on a separate CLIN, and is not included in the composite labor skill set or rate. Contractor travel will be all inclusive, with proposal to reflect air travel, ground travel, lodging, per diem, etc., as individual line items. Individual delivery orders will provide travel details for discreet projects. Field Service Representative services may be ordered in one of three ways:

C.10.4.1.3.1 A CONUS Man-Day is 8 hours and the representative is to work no more than 40 hours per week, unless otherwise negotiated at delivery order issuance.

C.10.4.1.3.2 An OCONUS non-contingency Man-Day is 8 hours a day and the representative is to work no more than 40 hours per week, unless otherwise negotiated at delivery order issuance.

C.10.4.1.3.3 An OCONUS contingency Man-Day is 10 hours a day, seven days a week, unless otherwise negotiated at delivery order issuance.

C.10.4.2 OCONUS Contingency

C.10.4.2.1 OCONUS contingency deployments require contractor personnel to process and de-process through the Individual Replacement Deployment Operation (IRDO). The government will schedule the IRDO processing dates. The contractor shall supply a FSR IRDO Data report in accordance with CDRL A043-FSR IRDO Data.

C.10.4.2.2 The contractor shall supply personal tool kits, communications, and IT equipment (including satellite hookup where necessary) to contractor FSR personnel deployed in support of the Heavy Crane. In the event the contractor is unable to provide communications, the contractor shall notify the COR or PCO. The contractor shall provide FSR personnel with service and parts manuals, special tools, and TMDE items necessary to diagnose and repair the Heavy Crane and to detect and repair subsystem and armor related faults.

C.10.4.2.3 FSR Rest and Relaxation Requirement. Deployed FSRs will be given two weeks of R&R leave per every six months in the AoR. The Government shall provide transportation from the AoR to the Point of Debarkation and from the Point of Debarkation to the AoR. Airfare from the Point of Debarkation to the U.S., and return trip, will be funded as described in paragraph C.10.4.2.5.2 below. FSRs shall NOT receive a labor rate while on R&R. The contractor shall schedule arrangements for R&R travel. All leave must be coordinated with and approved by the PCO or COR.

C.10.4.2.4 Insurance. Defense Base Act insurance is only applicable to travel to Iraq, Afghanistan, and Kuwait.

C.10.4.2.5 OCONUS FSR Processing

C.10.4.2.5.1 Civilian and Contractor Deployment and Redeployment Information: The contractor shall provide to the Government the names of the employees deploying to the AOR no later than one week after delivery order award. The contractor shall fill out the information required at Attachment 0024-IRDO Personal Information Data Requirements, in accordance with CDRL A043 FSR IRDO Data. The Government will in turn issue a Letter of Authorization (LOA) for those employees deploying. The LOA will contain all the information that is needed to request a Call Forward and data to input information into the Synchronized Pre-deployment & Operational Tracker (SPOT) system. The contractor is required to track their employees in the SPOT system. The FSRs shall be scheduled for processing through IRDO in Camp Atterbury, IN no later than four weeks before deploying. This schedule is subject to change based on space availability. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order. For any contractor personnel determined by the Government at the deployment-processing site to be non-deployable, the contractor shall promptly remedy the problem. The contractor personnel shall notify their point of contact in the theater of their deployment to the Area of Operations (AO), movement within the AO, and their departure date from the AO. Upon completion of the employees tour, contractor personnel shall redeploy and out-process through the Government deployment-processing site.

C.10.4.2.5.2 Letter of Agreement (LOA) for Deployed Contractor Employees. Unless prohibited by international agreement, the Contracting Officer shall provide a LOA for deployed contractor personnel. This is the document contractor employees must carry with them as authorization for use of Government transportation, medical facilities, billeting, and other entitlements. Contractor employees are not authorized to use Invitational Travel Orders.

C.10.4.2.5.3 Transportation to/from IRDO. The contractor shall provide transportation for their personnel from point of origin to IRDO, Camp Atterbury, IN and return, except for the initial and final trips. The Government will provide transportation from IRDO to the area of operation (theater) and return upon completion on the mission. If Government travel is unavailable, travel for these trips will be negotiated.

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C.10.4.2.6 Living Conditions

C.10.4.2.6.1 Housing. The Government will provide housing for contractor employees at OCONUS locations where contingency operations are being conducted, except Kuwait.

C.10.4.2.6.2 Subsistence. Contractor employees will be provided Government subsistence which includes meals, billeting, emergency medical care, emergency dental care, and access to morale and welfare activities and available chaplains as authorized in the LOA or elsewhere in this contract. The Government will not provide routine medical and dental care. If subsistence changes during deployment (e.g. the Combatant Commander or subordinate Commander changes the authorizations), the contractor must notify the Contracting Officer.

C.10.4.2.7 Support and Force Protection. As OCONUS performance for this effort will be located in various locations in contingency operations, PM CE/MHE is identified as the entity that will provide all support for the FSRs and the combatant command will provide transportation between bases and airport locations, billeting, security and logistical needs to support this effort. The Government will not provide a vehicle for use within an installation. While performing duties in accordance with terms and conditions of the contract, the Service Theater Commander will provide force protection to the contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy) civilians in the operations area.

C.10.4.2.8 Relocation/Evacuation. The Government may, at its discretion, relocate personnel (who are citizens of the United States, aliens who are residents in the United States, or third country nationals, not residents in the host nation) to a safe area or evacuate them from the area of operations as required by the operational situation. The U.S. State Department has responsibility for evacuation of non-essential personnel.

C.10.4.2.9 Contractor Memorandum of Understanding for Deployed Employees. The contractor shall ensure that each employee hired by or for the contractor (including subcontractors) acknowledges in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations. The contractor shall ensure that contents of this paragraph are included in all subcontracts.

C.10.4.2.10 Security Background Check. Due to further force security issues and concerns in theater, many commands are asking for verification of the status of our contractors security background. As a result, the contractor must maintain a completed background check on file for each employee that will be deployed.

C.10.4.2.11 Medical Information

C.10.4.2.11.1 Physical Requirement. Prior to deployment, the contractor shall ensure that all deployable personnel are medically and physically fit to endure the rigors of deployment in support of a military operation. Contractor employees who fail to meet medical or fitness standards, or who become unfit through their own actions, will be removed from the area of operations and replaced at the contractors expense. Medical or fitness standards can be found at <https://www.infantry.army.mil/crc/>. All personnel must have a complete set of immunizations and inoculations for entry into the deployment location.

C.10.4.2.11.2 Medications. Deploying contractor employees shall carry with them a 90 day supply of any medication they require. Military facilities will not be able to replace many medications required for routine treatment of chronic medical conditions such as high blood pressure, heart conditions, asthma, and arthritis. Contractor employees will review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments prior to deployment.

C.10.4.2.11.3 Eyeglasses. If glasses are required, the contractor employees will deploy with two pairs of glasses and a current prescription. Copies of the prescription will be provided by the employee to the CRC so that eyeglass inserts for use in a compatible chemical protective mask can be prepared.

C.10.4.2.11.4 Medical Screening. The Government does require a medical screening at the CRC for FDA approved immunizations, which shall include DNA sampling.

C.10.4.2.12 Additional Deployment Information

C.10.4.2.12.1 Chemical Defensive Equipment (CDE) Training. The Government shall provide the contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. The training and equipment will be provided at the CRC for employees traveling from CONUS.

C.10.4.2.12.2 Isolated Personnel Report and Survival Evasion Resistance Escape (FPI/SERE). The Government shall provide the contractor employees with the necessary Isolated Personnel Report (ISOPREP) and Survival Evasion Resistance Escape (FPI/SERE) training. This training will be conducted at the CRC.

C.10.4.2.12.3 Identification Tags, Geneva Convention and Common Access Cards. The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment. In addition to the DD FM 489 (Geneva Convention Card) issued at the point of deployment, all contractor employees will be issued personal identification tags and Common Access Cards (CAC),

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if available before deployment. Personal identification tags will include the following information: full name, social security number, blood type, and religious preference. Contractor employees will maintain all issued cards and tags on their person at all times while OCONUS. These cards and tags shall be obtained through CRC, and shall be promptly returned to the Government upon redeployment.

C.10.4.2.12.4 VISAs. The contractor shall ensure that their employees obtain any appropriate VISAs before they will be allowed to enter IRDO.

C.10.4.2.12.5 Organizational Clothing and Individual Equipment. Contractor employees accompanying the force are not authorized to wear military uniform, except for specific items required for safety and security. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that contractor employees be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, and Radiological Element (CBRE) and High-Yield Explosive defensive equipment, necessary to ensure contractor personnel safety and security. The contractor employees shall sign for all issued OCIE to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE. The contractor employees shall return all issued OCIE to the Government at the place of issue unless directed otherwise by the Contracting Officer. The Contracting Officer shall require the contractor to reimburse the Government for OCIE lost, stolen, or damaged due to contractor negligence or misconduct.

C.10.4.2.12.6 Operator Vehicle Licenses. The contractor shall ensure that deployed employees possess the required licenses to operate all vehicles or equipment necessary to perform contract tasks in the theater of operations. Before operating any military owned or leased vehicles or equipment, the contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the unit or agency issuing the vehicles or equipment.

C.10.4.2.12.7 Firearms. Contractor employees in support of U.S. military operations are not permitted to carry personally owned firearms. Contractor employees normally shall not be armed during active military operations; however, the Combatant Commander may authorize issue of standard military side arms and ammunition to selected personnel for personal self-defense. In this case, weapons familiarization, qualification, and briefings on rules of engagement shall be provided to the contractor employees, completed at the CRC. Even if authorized, acceptance of weapons by the personnel is voluntary, and must also be permitted by their employer.

C.10.4.2.12.8 Employees Emergency Contact Data. Before deployment, the contractor shall ensure that each contract employee completes at least three DD Forms 93, Record of Emergency Data Card. One completed form is for the CRC, one copy for the Armys Casualty & Memorial Affairs Operations Center (CMAOC), and one copy for the Army Materiel Command (AMC) Logistics Support Element (LSE) Contractor Coordination Cell (CCC) or other designated liaison.

C.10.4.2.12.9 Next of Kin (NOK) Information. As Executive Agent for mortuary affairs, the Army will facilitate the notification of Next of Kin (NOK) in the event that a U.S. citizen contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the contractor notifies the employees primary and secondary NOK. In some cases, an Army notification officer may accompany the employers representative. Notification support by the Army is dependent upon each contractor employee completing and updating as necessary, the DD Form 93, Record of Emergency Data Card. The contractor is responsible for the evacuation of contractor employee remains from Kuwait.

C.10.4.2.12.10 Employees Health and Life Insurance. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles.

C.10.4.2.12.12 Contractor Employee Personal Conduct. The contractor shall at all times remain responsible for the conduct of its employees. The contractor shall promptly resolve to the satisfaction of the Government, all contractor employees performance and conduct problems identified by the Government. Failure to correct such problems may result in the Government directing the contractor, at the contractors own expense, to replace and, where applicable, repatriate any employee who fails to comply with this language to adhere to instructions and general orders issued by the Combatant Commander or his/her designated representative. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default Clause.

C.11 Type II Heavy Crane Training Simulator. The contractor shall deliver a Type II Heavy Crane Training Simulator (CTS) that meets all the technical requirements specified under Attachment 0025- Simulator Performance Spec and Attachment 0026- Simulator System Spec Markings.

C.11.1 Delivery Requirements. To ensure that the training devices meet contractual requirements, the contractor shall conduct an in-plant inspection test prior to the delivery and set up at the installation site. The Government reserves the right to witness this test. A functional test of the CTS will be conducted at the Government installation site post-installation. Upon satisfactory demonstration of CTS performance, the device will be accepted by the Contracting Officers Representative (COR). The contractor shall deliver a Simulator Test Plan in accordance with CDRL A044-Simulator Test Plan.

C.11.2 CTS Software. Licensed copies of all software shall be installed upon delivery; updates shall be provided for the life of the contract at no cost to the Government.

C.11.2 Training.

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C.11.2.1 Training Materials. The contractor shall deliver an instructor's guide with each Instructor Station in accordance with CDRL A045-Simulator Instruction Guides. The contractor shall deliver a students guide with each Student Station in accordance with CDRL A046-Simulator Student Guides.

C.11.2.2 Instructor Training. The vendor shall provide instructor training on the use of the CTS. This training shall enable instructors receiving the training to instruct follow-on trainers, without the need for refresher training from the vendor, unless refresher training is necessitated by equipment or software upgrades.

C.11.2.3 Fort Leonard Wood Training. The contractor shall provide training for schoolhouse staff instructors at Fort Leonard Wood, MO. Training shall include setup, operation, and preventive maintenance of all CTS software, hardware, and electronics. This instruction shall enable schoolhouse staff instructors to train follow-on instructors without the need for refresher training from the contractor, unless refresher training is necessitated by equipment or software upgrades. The vendor shall create and deliver a Personal Qualifications Standards (PQS) for instructors to be signed off on to operate the simulators and trainer station. This PQS will consist of all procedures and processes incorporated with simulation, and shall be delivered in accordance with CDRL A047-Personal Qualification Standards. The PQS shall be updated to accommodate simulator upgrades and shall address refresher training.

C.11.3 Simulator Warranty. The contractor shall over pack all commercial warranties, with all applicable pass through warranties, with each simulator station delivered to the Government. The warranty period shall not begin until activated by the contractor upon shipment with common carrier to the Government installation location. The details of the warranty shall be included in the instructors guide. The contractor shall submit a report reflecting any of the warranty claims processed on each simulator station within the appropriate reporting period in accordance with CDRL A048-Simulator Warranty. In addition, the report shall include the number of operating hours on the simulator at the time of fault.

C.11.4 Help Desk Support. In the event that a commercial warranty is supplied for the CTS, the contractor shall provide help desk support for the duration of the commercial warranty. A help desk support telephone line and email address shall be made available to the Government during normal business hours, defined as from 8:00 AM to 5:00 PM, local time Fort Leonard Wood, MO. This help desk support shall provide technical support and assistance regarding the operation of the CTS.

C.12 Interim Contractor Logistics Support (ICLS):

C.12.1 This ICLS effort is to perform maintenance support upon handoff of Heavy Cranes fielded within CONUS zones. The Contractor is required to maintain the readiness of the Heavy Crane to the Army standard prescribed in Chapter 3-2, Army Regulation 750-1 (Army Maintenance Management Policy). The Contractor will calculate the Operational Readiness Rate (ORR) monthly using the formula given under the definition of ORR for the currently fielded fleet. IAW AR 700-138, newly issued items may be accounted for in a partial period. Readiness calculations will be made for the period beginning the 16th day/0001 hours of the month to the 15th day/ 2400 hours of the following month. The Contractor will not be held accountable for Government Delay Time (GDT) such as NMWR Delay Time (NDT), delays with the unit notifying the Contractor of a non-mission capable deficiency, or denial of access to the NMC equipment or maintenance facilities. This effort shall include all maintenance of Heavy Cranes, as well as repair of inoperative or malfunctioning Heavy Cranes not covered under any warranty. The contractor provided ICLS effort shall cover field maintenance or repairs that soldiers are not authorized to perform due to the absence of an approved Maintenance Technical Manual (TM). The contractor shall provide all labor, parts, and tools required to perform maintenance and repairs. Fluids will be provided by the unit. Labor shall be based on a man day rate.

The CONUS location zones are defined as follows:

- Zone 1: Washington, Oregon, Idaho, Nevada, California
- Zone 2: Utah, Arizona, Colorado, New Mexico
- Zone 3: Montana, Wyoming, Nebraska, South Dakota, North Dakota
- Zone 4: Kansas, Oklahoma, Texas, Missouri, Arkansas, Louisiana
- Zone 5: Minnesota, Wisconsin, Michigan, Indiana, Illinois, Iowa, Ohio
- Zone 6: Kentucky, Virginia, West Virginia, Tennessee, North Carolina, South Carolina, Maryland, Delaware
- Zone 7: Mississippi, Alabama, Georgia, Florida
- Zone 8: New Jersey, Pennsylvania, New York, Connecticut, Massachusetts, Vermont, New Hampshire, Maine, Rhode Island

C.12.2 Maintenance Procedure:

C.12.2.1 The contractor shall provide an ICLS Point of Contact (POC) to the unit possessing the Heavy Crane in need of unscheduled maintenance or repair within 12 hours of receipt of the maintenance or repair request. For all non-mission capable machines, the contractor shall provide an ICLS FSR to the CONUS location of the Heavy Crane to perform necessary on site diagnostics, maintenance and repairs within 24 hours of notification. For all machines that are in a FMC status, yet in need of maintenance or repair, the contractor shall provide on-site diagnostics, maintenance and repairs within 48 hours from time of notification.

C.12.2.2 The contractor shall provide a list of recommended maintenance and repair parts per CDRL A049 - ICLS Maintenance and Repair Parts List.

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C.12.2.3 When maintenance or repair is required, the unit will notify the contractor who will determine if the repair is covered under warranty. If it is determined to be a warranty covered repair, the Crane shall be repaired in accordance with the Commercial Warranty as specified under Section C.9. If the anticipated repair is not under the warranty, the COR shall notify the contractor and request submission of CDRL A050-ICLS FSR Maintenance Request within 48 hours of notification.

C.12.2.4 Upon Procuring Contracting Officer (PCO) approval of CDRL A050, ICLS FSRs shall be sent to one of the aforementioned CONUS zones and bill labor based on the man day rate. Travel will be negotiated in accordance with Joint Travel Regulations (JTR) at time of PCO authorization. For all non-mission capable Cranes, the contractor shall provide on-site support within 24 hours from time of authorization. For all Cranes that are in a mission capable status yet in need of maintenance or repair, the contractor shall provide on-site support within 48 hours from time of authorization.

C.12.2.5 If the Crane malfunction cannot be diagnosed or repaired on site, the ICLS FSR shall execute necessary maintenance or repair actions to facilitate the Army units ability to recover the system by requesting the Army unit to transport the Crane to the nearest home base maintenance shop. At the maintenance shop, the contractor shall execute necessary maintenance or repairs. In the event the Crane cannot be fixed at the maintenance shop, written notification to the PCO will be made by the COR. The PCO may then authorize the Crane be transported to the nearest approved Original Equipment Manufacturer (OEM) dealer location, to complete repair(s).

C.12.3 Parts Usage and Maintenance Report. Interim Contractor Logistics Support (ICLS) will transition to organic support approximately two years after the First Unit Equipped (FUE) date. In accordance with CDRL A051-ICLS Part Usage and Maintenance Report, the ICLS contractor shall provide logistics management information on a quarterly basis as part of an overall data collection effort to seamlessly transition ICLS to organic military maintenance and supply system.

Standard Army Maintenance Management Information Systems (STAMIS) will be used to the maximum extent possible. All ICLS maintenance man hours and all consumable and repair parts required shall be captured in the units STAMIS (ULLS/SAMS/GCSS-A) system. In the event that required parts are not procured in accordance with Attachment 0028 - ICLS Priced Maintenance and Repair Parts List or not yet provisioned in the Department of Defense (DoD) system, they will be provided to the Government at no additional cost.

C.12.3.1 The contractor shall not charge the Government under this contract for any parts or services covered by manufacturers or pass-through warranties.

C.12.4 Scheduled Maintenance Intervals. The contractor shall provide receiving units the scheduled maintenance intervals for the Heavy Crane prior to availability of the -23 manual. This shall be provided as part of the Hand-Off and NET process.

C.12.5 Contractor Personnel:

C.12.5.1 Contractor Clearance Procedures: The contractor shall be responsible for facility clearances, identification badges, and security clearance orchestration for contractor personnel.

C.12.5.2 Selected contractor personnel assigned to work on this contract shall receive and retain contractor I.D. badges, vehicular stickers for privately owned vehicles, and Common Access Cards (CACs) required to obtain access to Government computers. Information needed to obtain a CAC card: Name, Social Security number, Date of Birth and Email address. The methods for verifying completion of the background vetting requirement within the DoD CAC issuance infrastructure are based on the personnel category of the potential CAC recipient. The mechanisms required to verify completion of background vetting activities for DoD military and civilian CAC populations are managed within the DoD human resources and personnel security communities and linked to the CAC issuance process. An automated means is not currently in place to confirm the vetting for populations other than DoD military and civilian personnel such as CAC-eligible Contractors and non-DoD Federal civilian affiliates; therefore, Government sponsors are responsible for ensuring that the vetting requirements have been met before approving CAC issuance for all populations.

C.12.5.3 Access by contractor personnel to the Government on-line systems shall be revoked if actions of the personnel assigned to these tasks are found by the Government to be in conflict with the interest of the Government. All contractor personnel must maintain a favorable background investigation before accessing databases. All information or data developed under this contract belongs to and is the property of the U.S. Government. The contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer. Non-Disclosure Agreements are required of all contractor personnel performing under this contract. The contractor is responsible for obtaining required identification cards, tags, and badges in accordance with AR 600-8-14. The contractor and sub contractor(s), if any, shall complete a background security check of all personnel (SF-85P) before new employees report for duty. Execution of SF-85P is a requirement for contractor personnel to receive a Common Access Card (CAC).

The contractor shall have access to Government data for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in the basic contract. The contractor may contact the Facility Security Officer (FSO) or the G2 for assistance in initiating action to receive a security clearance.

C.12.6 ICLS Commercial Operator New Equipment Training (NET)

C.12.6.1 ICLS Operator and Operator Maintenance (OPNET) The ICLS OPNET course shall be the contractors commercial operator course for the Heavy Crane and cover complete vehicle operations, to include all attachments, load handling, operator safety, general safety,

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operator Preventive Maintenance Checks and Services (PMCS), loading and unloading for transport, complete tie down for shipment, and proper use of on-board tools, equipment, and BII. The course will cover load planning/sling angles plus lifting equipment inspections, for example: slings, shackles, spreaders, and lifting points. The training shall be consistent with procedures established in the appropriate vehicle technical manual. The course shall be at least 70% hands-on and 40 hours in duration, or equivalent based on a maximum of 6 students per class, 3:1 student to machine ratio and 3:1 student to instructor ratio. The class has a prerequisite requiring that a soldier have in their possession a valid military drivers license for the 22\bd ton or higher capacity crane to attend this course. At the end of each class, the contractor shall conduct a hands-on performance test for each operator being trained. The contractor shall score each student based on their performance as GO/NO GO. To receive a GO for this course, the student must successfully complete a written examination and a hands-on performance evaluation with a minimum score of 80%.

C.12.6.2 ICLS New Equipment Training (NET) Classes. The contractor shall conduct ICLS OPNET classes with course material defined under C.12.6.1 at Government sites or at receiving unit sites during hand-off. The number of classes, duration, and training locations will be identified in separate delivery orders. Students will be Government personnel. The Government will provide the contractor 30 calendar days notification for CONUS classes.

C.12.6.2.1 Student Attendance Reports. On the first day of each training class the contractor shall send by facsimile or by email a list of students in attendance to the Government. Within ten days after completion of the class, the contractor shall furnish a student roster to the Government. The roster shall include the name of the class, start and end date, instructor(s) name and signature, location of the class, student name, military rank (if military), last four numbers of social security, military occupational skill (MOS), AKO email or active email address, home unit station address, record of daily attendance for each student, and instructors notes.

At the end of the class, each student shall complete a class critique. The Government will provide a sample critique sheet and the contractor shall administer them. The contractor shall submit the completed critiques to the Government along with the student roster.

At the end of the class, the contractor shall present each student with a Certificate of Training. The Government will provide the training certificate master file for the contractor to administer certificates to the students. The contractor may also administer a corporate certificate. These reports shall be delivered in accordance with CDRL A035- Training Course Completion Report.

C.12.6.2.2 ICLS Instructor Certification and Credentials. All training will be conducted by instructors certified by the International Board of Standards for Training Developers and Instructors (IBSTDI) or shall possess military equivalent Army Basic Instructor Course certification. The contractor shall provide proof of certification upon request.

*** END OF NARRATIVE C0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

SECTION E: INSPECTION AND ACCEPTANCE

E.1 WELDING PROCEDURES/INSPECTION/WELDER CERTIFICATION

E.1.1 Welding Design. The contractor in performance of this contract shall ensure that all steel and aluminum weldments meet the latest edition of design and fabrication requirements in American Welding Society (AWS) D1.1 and AWS D1.2; AWS D1.3, Structural Welding Code-Sheet Metal (DoD Adopted); AWS D14.3, Specification for Earthmoving and Construction Equipment, or approved equivalent.

E.1.2 Welding Procedures & Weld Repairs. Prior to manufacturing, the contractor shall prepare welding procedures in accordance with American Welding Society (AWS) weld code requirements. The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Repair welding of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product.

E.1.3 Reserved

E.1.4 Welder Qualification. Before the contractor or the contractor's suppliers assign any welder or welding operator to perform manual, semi-automatic or automatic welding work, or use any automatic welding equipment for work covered by this contract, the contractor shall ensure that all welding equipment to include gauges and meters used in the performance of this contract has been certified, and that the contractor's welders or welding operators have passed qualification testing, as prescribed by the applicable qualification standard.

E.1.5 Visual Weld Inspection.

E.1.5.1 Welding Inspectors. During performance of this contract, the contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. The contractor shall make available all personnel qualification records upon request by the Government. The inspectors must meet the requirements below:

- (a) Certified in accordance with American Welding Society (AWS), Certified Welding Inspector (CWI), qualified and certified in accordance with provisions of AWS QC1, Standard for AWS Certified Welding Inspector; or
- (b) Welding inspectors qualified by the Canadian Welding Bureau (CWB) to Level II or the Level III requirements of the Canadian Standards Association Standard W 178.2 Certification of Welding Inspectors; or
- (c) AWS Certified Associate Welding Inspector under the supervision of a CWI or a CWB Level III; or
- (d) A welding inspector certification program that is substantially the same as offered by AWS or CWB. In this case, the inspector certification program must be reviewed and approved by a Government CWI or equivalent Quality Assurance Representative prior to approval; or
- (e) Inspection performed by a Welding Engineer who is competent in the use of weld inspection techniques and equipment, on the basis of formal training, experience, or both, in metals fabrication, inspection, and testing. In this case, the rules that apply for experience as specified for a CWI will apply.

E.1.5.2 Visual Weld Acceptance Criteria. Prior to Nondestructive testing, all weld quality shall pass visual inspection in accordance with the applicable AWS code titled "Quality of Welds, Visual Inspection." The acceptance criteria differ based on the design loads. The contractor's design engineer shall state what joints are critical load-bearing members and clearly identify these weldments for inspection purposes. In the case of critical structures, the visual acceptance criteria for Bridges will be used as stated in AWS D1.1 and Class II structures for Aluminum welds in accordance with AWS D1.2.

E.1.6 Nondestructive (NDT) Inspection. The contractor shall clearly identify all critical joints required for NDT other than visual inspection. Procedures shall be made available upon request by the Government.

E.1.6.1 Nondestructive Inspector. When NDT is required, the NDT inspector shall be qualified in accordance with the current addition of American Society for Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only individuals qualified for NDT LEVEL I and working under the NDT LEVEL II or individuals qualified for NDT LEVEL II may perform nondestructive testing except visual examination. The NDT personnel need not be an AWS CWI. The contractor shall make available all NDT personnel qualification records upon request by the Government.

E.1.6.2 Nondestructive Testing Acceptance Criteria. When NDT is required, the acceptance criteria shall be as stated in the applicable code. The acceptance criteria differ based on the design loads. The contractor shall state what joints are critical load bearing members and clearly identify these weldments for inspection purposes. In the case of critical structures, the acceptance criteria for Bridges will be used as stated in AWS D1.1 and Class II structures for Aluminum welds in accordance with AWS D1.2

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E.2 Inspection. Government representatives shall be permitted to witness any and all examinations and tests performed by the contractor under this contract.

E.3 Testing

The contractor shall deliver up to three units for testing. Each First Article Test (FAT) shall consist of both a contractor FAT and a Government FAT. FAT will be conducted in accordance with Section E & Section 4 of ATPD-2408. FAT approval, per FAR clauses 52.209-3 and 52.209-4, requires successful completion of both contractor and Government testing. The contractor's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, Section E.4 and FAR clause 52.209-3. The Government's tests and inspections shall be conducted in accordance with Section 4, Table I of ATPD-2408, and FAR 52.209-4. The First Article shall consist of up to three Heavy Crane test units as defined in C.4.6.1.1 and C.4.6.1.2. The contractor shall ship the test units from its facility to the Governments test site and back at its own expense.

E.4 Contractor First Article Test

E.4.1 The contractor FAT shall consist of conducting a complete first production unit inspection (FPUI) in accordance with Section 4, Table I of ATPD-2408. The contractor shall correct any deficiency detected during the contractors examination and testing prior to delivery of the vehicles to the Government test site(s) for the Government FAT at no cost to the Government. Government acceptance of the FAT vehicles for test shall not imply that the vehicles meet the performance requirements as specified in Section 3 of ATPD-2408. The requirement for the contractor to correct the deficiencies shall not excuse the contractor from meeting the required delivery schedule. The contractor shall not deliver any vehicle for Government FAT testing without successfully completing the above requirements.

E.4.2 In accordance with FAR 52.209-3, the contractor shall submit a FAT report. The report shall include actual test data, and a record of inspections, certifications and any other information necessary to prove the contractor portion of the FAT has been successful in accordance with Table I in Section 4 of ATPD-2408.

E.4.3 Certification Requirements

The contractor shall prepare certifications for items identified in the ATPD-2408. Certifications shall include all documentation, objective evidence, examinations and test results where applicable. Certification of compliance to specific contract and/or specification requirements shall be a statement to the effect that the contractor has complied. Subcontracting does not relieve the contractor of providing the required certification information from either the subcontractor or their manufacturers (or distributors). If any certification is unacceptable to the Government, the contractor shall conduct additional examinations and tests or provide additional documentation as required to validate the certification, at no increase in contract price. Provisions on acceptable certifications are identified in the purchase description.

E.4.4 First Article Shipment

Under no circumstances shall any test system be shipped from the contractors facility to the test site until: (a) A complete inspection has been performed by Government personnel; and (b) All deficiencies revealed by the Government inspection have been corrected by the contractor and approved by the Government.

E.5 Government First Article Test.

E.5.1 The Government FAT shall consist of the Production Verification Test (PVT) completed in accordance with Section 4, Table I of ATPD-2408.

E.5.2 If the system fails the Government FAT, the contractor shall make all necessary changes to the failed system or select additional systems for retesting. All costs related to retesting are to be borne by the contractor. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to the Government related to retesting.

E.5.3 The contractor shall produce both the first article test and production systems at the same facility.

E.6 Quality Conformance Inspection.

The contractor shall perform a Quality Conformance Inspection on each production vehicle to ensure the item meets specification requirements prior to acceptance by the Government. Quality Conformance Inspection shall include all examinations and tests identified in ATPD-2408, Table I, Quality Conformance Testing & Examinations for Production Vehicles. Inspection records shall include a description of the inspection procedure, sequence of inspections, vehicle identified by unique identification number, date of inspection, and clear indication that the vehicle passed or failed inspection. If failed, a detailed note shall be added to the Inspection record by the contractor fully describing all actions taken to correct the failure. The contractor shall then repeat the previously failed Quality Conformance inspection procedure and document the results on the Inspection record. Quality Conformance Inspection records shall be provided to the Government in the form of a Final Inspection Report (FIR) in accordance with CDRL A052-Final Inspection Report (FIR).

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E.7 MANUFACTURING STANDARD

Notwithstanding the language at FAR 52.209-3, the contractor shall keep a representative testing vehicle at the manufacturing facility as a manufacturing standard. The contractor shall maintain the vehicle in a serviceable condition and representative of the approved product configuration baseline for the time it is used as a manufacturing standard and it shall be the last item shipped on the contract. A representative testing vehicle is one that has the most current updates, modifications or changes.

E.8 FOLLOW-ON PRODUCTION TEST (FPT)

E.8.1 The Government may select any production vehicle(s) for test at any time during the contract production period and subject this test vehicle(s) to any and all examinations and tests specified in ATPD-2408, Table I. The Government will perform the examinations and tests at a site selected by the Government. The Government will select the test vehicle(s) at random from those that have been accepted by the Government but will not include the previously accepted FAT vehicles.

E.8.2 Failure of the inspection comparison test vehicle(s) to meet any requirements specified shall be cause for rejection of the FPT vehicle(s) and may be cause for the Government to refuse to continue acceptance of production vehicles until sufficient evidence has been provided by the contractor that acceptable corrective action has been taken to eliminate the deficiency. The failure(s) shall be documented in a Production Quality Deficiency Report (PQDR). The contractor shall correct deficiencies in subsequent production units at no increase to the contract price.

E.8.3 During the period of testing, the contractor shall be liable to replace F.O.B. at the test site, those parts which fail to satisfactorily perform their function during test. If the contractor fails to furnish parts within 48 hours after notification, the failure may be cause for refusal by the Government to continue acceptance of production units.

E.8.4 The FPT vehicle(s) which successfully complete the test(s) may be returned to the contractor's plant, at Government transportation expense, for refurbishing by the contractor. The cost of refurbishing the vehicle(s) shall be negotiated and agreed to by the parties.

E.9 DEFINITION OF FAILURE

E.9.1 Failure for the purpose of First Article Testing (FAT) is defined as any incident resulting in:

- (1) Inability of the end item to meet all requirements of Section 3 of ATPD-2408, Attachment 1; or
- (2) Any item, part, assembly, or subassembly on the end item that does not function or operate as it is designed or intended; or
- (3) Damage to the item by continued operation not chargeable to operator error; or
- (4) Personnel safety hazard; or
- (5) Reduced item performance or interruption of test.

E.9.2 A deficiency is defined as a condition that lacks an essential quality or element and may be used synonymously as a failure.

E.9.3 In the event of a vehicle/component test failure, the Government reserves the right to have the contractor retest the vehicle/component upon correction of the failure by the contractor to the complete extent and duration specified in the test program, or to such lesser extent as the PCO shall consider appropriate in his/her sole discretion. The contractor shall be responsible for delays in the program test period resulting from vehicle/component failures and for failing to adequately or timely furnish parts support. The Government shall have the right to extend the specified program test period accordingly at no increase in contract price.

E.9.4 The contractor, when directed by the PCO or COR, shall correct on-site any failure of the system which occurs during testing. Delays caused by defective test items shall not be a basis for adjustment of the contract delivery schedule or the contract price.

E.9.5 Failures found during or as a result of FAT testing shall be prima-facie evidence that all vehicles/components already produced prior to completion of FAT testing are similarly deficient. Such deficiencies on all vehicles/components shall be corrected by the contractor at no additional cost to the Government. Failure for the purpose of FAT testing is defined as any incident resulting in noncompliance with applicable specification performance requirements, or reduced item performance or interruption of test.

E.10 Refurbishment. After successful completion of both Contractor FAT and Government FAT, the contractor shall transport the test vehicles from the test site and its facility or the logistics subcontractors facility (as applicable) to the contractors plant at the contractor's expense. The contractor shall thoroughly inspect the vehicles and submit a proposal to make whatever repairs are necessary to return them to like new condition. The refurbishment effort will not include any configuration changes required as a result of testing. These changes are the contractor's responsibility pursuant to the testing provisions set forth in section E of the contract.

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989
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(a) The Contractor shall test 2 unit(s) of Contract Line Item Number (CLIN) 0002 and 1 unit of CLIN 0027 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to doris.a.strong2.civ@mail.mil marked First Article Test Report: Contract No. _____, CLIN _____. Within 60 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-2 CHANGED	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989
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(a) The Contractor shall deliver 2 units of Contract Line Item Number (CLIN) 0002 and 1 unit of CLIN 0027 within 270 calendar days from the date of this contract to the Government (2 each) at Aberdeen Test Center (ATC), Aberdeen, MD and (1) each to their Logistics subcontractor for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

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(b) 240 days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0030	PRICE EVALUATION WORKSHEET	25-SEP-2014	001	